CLPW15000026

Contract ID#:H670008DC

Department: Public Works

CF (Capital)

E-125-15 CF

Contract Details

SERVICE _Construction Management/ Inspection

NIFS ID #: CFPW14000008 NIFS Entry Date: 6/5/15 Term: from Execution to 24 Months

New ☐ Renewal ☐	
Amendment	X #1
Time Extension	☐
Addl. Funds	☐
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Cashin Associates P.C.	Vendor ID# 11-2325811
Address 1200 Veterans Memorial Highway, Hauppauge, NY 11788	Contact Person Francis J. Cashin Phone 631 348 7600

County Department
Department Contact Richard Iadevaio, Jr, Superintendent of highway & Drainage Construction, NCDPW
Address 1194 prospect Ave, Westbury, NY 11590
Phone 516 571 6824

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☐			
	DPW (Capital Only)	*CF Capital Fund Approval* ☐			
	OMB	*NIFS Approval* ☐	6/9/15		Yes ☐ No ☐ Not required if Blanket Res.
6/19/15	County Attorney	*CA RE & Insurance Verification* ☑	6/19/15		
6/19/15	County Attorney	*CA Approval as to form* ☑	6/19/15		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* *Filed with Clerk of the Leg.* ☐	6/22/15		

2015 JUN 22 P 3:27
RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

PRCF1205 (12/05)

Contract ID#:H670008DC

Department: Public Works

Contract Summary

Description: Provide Professional Construction Management Services for Highway/ Bridge construction. Amendment #1

Purpose: The original contract was to provide "On Call" Professional Construction Management/ Inspection Services for all construction activities in the Highway/ Bridge unit. This amendment is to increase the Maximum Amount by $500,000.00

Method of Procurement:
This contractor was previously selected through an open competitive RFP process.

Procurement History:. This contractor was previously selected through an open competitive RFP process. This is the first amendment.

Description of General Provisions:
This amendment is to increase the Maximum Amount proposed in the original agreement by $500,000.00.

Impact on Funding / Price Analysis:
The Maximum Amount in the Original Agreement shall be increased by $500,000.00. The maximum amount payable to the contractor is $1,150,000.00. This advisement includes an advisement for traffic inspection associated with ongoing roadworks, $115,000.00

Change in Contract from Prior Procurement:
The contract Amendment #1 will amend the scope of services to include and increase the Maximum Amount of the original Agreement by $500,000.00.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	62
Resp:	017
Object:	00003
Transaction:	CF

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXXX
County	$115,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$115,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		
2		$
3		$
4	PWCAPCAP-62017-00003	$$115,000.00
5		$
6		$
	6/19/15 TOTAL	$115,000.00

Document Prepared By: _____ Date: _____

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

PRCF1205 (12/05)

FAML6200 V4.2 NIFS PRODUCTION SYSTEM 06/09/2015
LINK TO: PROJECT SUMMARY INQUIRY 9:03 AM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2015 JUNE 2015 PROJECT END DATE:
PROJECT : 62017 TRAF SIG CONST & MOD PH VII
PROJECT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	OA	CAPITAL PROCEEDS	45,225,000	40,227,558		-4,997,442
	BQ	CAPITAL RESOURCES		3,000,000		3,000,000
	FA	FEDERAL AID - REIM		21,911		21,911
	SA	STATE AID - REIMB	2,000,000	4,594,414		2,594,414
		REVENUE TOTAL	47,225,000	47,843,884		618,884
	OO	CAPITAL PROJECTS	47,225,000	39,358,251	2,786,909	5,079,841
	AA	SALARIES, WAGES &		1,084,668		-1,084,668

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6200 V4.2 NIFS PRODUCTION SYSTEM 06/09/2015
LINK TO: PROJECT SUMMARY INQUIRY 9:03 AM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2015 JUNE 2015 PROJECT END DATE:
PROJECT : 62017 TRAF SIG CONST & MOD PH VII
PROJECT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	AB	FRINGE BENEFITS		567,527		-567,527
	HF	INTER-DEPARTMENTAL		126,021		-126,021
	HH	INTERFD CHGS - INT		39,865		-39,865
		EXPENDITURE TOTAL	47,225,000	41,176,332	2,786,909	3,261,759
		REVENUE LESS EXPE		6,667,552	-2,786,909	3,880,643

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 06/09/2015
LINK TO: VENDOR DETAIL 9:05 AM
ACTIVE
FISCAL MO/YEAR : 06 2015 JUNE 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 112325811 CASHIN ASSOCIATES PC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	06/02/2015	109	CAPW15000089 01	PWCAPCAP	00003		9510201C	06 2015
		ON-CALL BLDG. CM-MISSION 5-CONSTRUCTABILITY REVI						120,000.00
	06/02/2015	109	CAPW15000089 02	PWCAPCAP	00003		9510201C	06 2015
		ON-CALL BLDG. CM-MISSION 5-CONSTRUCTABILITY REVI						62,500.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 06/09/2015
LINK TO: VENDOR DETAIL 9:06 AM
ACTIVE
FISCAL MO/YEAR : 05 2015 MAY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 112325811 CASHIN ASSOCIATES PC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	05/08/2015	109	CAPW15000065	01 PWCAPCAP	00003		670008DC	05 2015
		ON-CALL CIVIL/SITE CM-RESURFACING VARIOUS LOCATI						465,004.80
	05/13/2015	109	CAPW15000081	01 PWCAPCAP	00002		9510201C	05 2015
		ENG. SVCS. CANTIAGUE PH ADMIN & TRAINING FACILIT						62,300.00
	05/22/2015	136F	VDPK15000088	01 PKGRT9700OTH	DE500			05 2015
	05/22/2015	CONTRACT EXPIRED DISENCUMBER FUNDS 3818.50						-3,818.50

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 06/09/2015
LINK TO: VENDOR DETAIL 9:06 AM
ACTIVE
FISCAL MO/YEAR : 11 2014 NOV 2014 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 112325811 CASHIN ASSOCIATES PC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	11/19/2014	109	CLPK14000007	01 PKGEN1100	DE500			11 2014
		AMEND TO CONTRACTS DATES EXTENDED 4/30/14-4/30/1						.01
	11/21/2014	109	CLCO14000023	01 PWCAPCAP	00002			11 2014
		CAPW14000077 USED WRONG CONTRCT NUMBER						60,000.00
	11/21/2014	109	CLCO14000024	01 PWCAPCAP	00002			11 2014
		CAPW14000077 ON WRONG CONTRACT						60,000.00
	11/21/2014	106	CMCO14000015	01 PWCAPCAP	00002			11 2014
		CAPW14000077 ON WRG CONTRACT(S/B CFPW1000051 06)						-60,000.00
	11/21/2014	106	CMCO14000017	01 PWCAPCAP	00002			11 2014
		WRONG CONTRACT						-60,000.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 06/09/2015
LINK TO: VENDOR DETAIL 9:06 AM
ACTIVE
FISCAL MO/YEAR : 08 2014 AUG 2014 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 112325811 CASHIN ASSOCIATES PC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	08/28/2014	109	CAPW14000192	01 PWCAPCAP	00003			08 2014
		CI SVCES RESURFACING PROJ						184,860.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND CASHIN ASSOCIATES P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Cashin Associates P.C. in connection with construction management/inspection services for all construction activities in the Highway/Bridge Unit, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with Cashin Associates P.C.

Capital Project	Project Detail	Fund	Document Number	Current Encumbrance	Paid Amount	Balance	Retainage	Contract Start Date	Vendor ID	Vendor Name
22016	0	CAP	CFPW09000019	$ 1,830,078.00	$ 1,830,078.00	$ -	$ -	20090828	112325811	CASHIN ASSOCIATES PC
41829	SAG	CAP	CFPW07000011	$ 211,336.00	$ 181,834.00	$ 29,502.00	$ -	20070529	112325811	CASHIN ASSOCIATES PC
41829	SAG	CAP	CFPW08000048	$ 84,222.58	$ 48,550.48	$ 35,672.10	$ -	20111129	112325811	CASHIN ASSOCIATES PC
41861	SAG	CAP	CFPW08000048	$ 25,432.28	$ 25,306.04	$ 126.24	$ -	20121004	112325811	CASHIN ASSOCIATES PC
41861	SAG	CAP	CFPW1000051	$ -	$ -	$ -	$ -	20141121	112325811	CASHIN ASSOCIATES PC
41861	SAG	CAP	CFPW10000051	$ 60,000.00	$ 59,436.56	$ 563.44	$ -	20141121	112325811	CASHIN ASSOCIATES PC
41861	SAG	CAP	CFPW10000032	$ -	$ -	$ -	$ -	20140430	112325811	CASHIN ASSOCIATES PC
41861	SAG	CAP	CFPW10000032	$ 60,000.00	$ 60,000.00	$ -	$ -	20130530	112325811	CASHIN ASSOCIATES PC
50688	0	CAP	CFPW08000048	$ 84,222.00	$ -	$ 84,222.00	$ -	20111129	112325811	CASHIN ASSOCIATES PC
51044	0	CAP	CFPW08000048	$ 84,222.00	$ 84,222.00	$ -	$ -	20111129	112325811	CASHIN ASSOCIATES PC
60027	0	CAP	CNTEPW60027C	$ 243,500.00	$ 243,500.00	$ -	$ -		112325811	CASHIN ASSOCIATES PC
60047	0	CAP	CFPW05000001	$ 19,650.00	$ 19,650.00	$ -	$ -	20050901	112325811	CASHIN ASSOCIATES PC
61020	0	CAP	CFPW07000025	$ 104,100.00	$ 104,100.00	$ -	$ -	20090402	112325811	CASHIN ASSOCIATES PC
61067	0	CAP	CFPW07000025	$ 55,080.00	$ 55,080.00	$ -	$ -	20080310	112325811	CASHIN ASSOCIATES PC
61111	0	CAP	CFPW10000051	$ 50,800.00	$ 13,188.28	$ 37,611.72	$ -	20110428	112325811	CASHIN ASSOCIATES PC
61587	CM0	CAP	CFPW07000025	$ 85,500.01	$ 85,500.01	$ -	$ -	20070813	112325811	CASHIN ASSOCIATES PC
61587	CM0	CAP	CFPW07000025	$ 100,000.00	$ 100,000.00	$ -	$ -	20090904	112325811	CASHIN ASSOCIATES PC
61587	CM0	CAP	CFPW14000008	$ 184,860.00	$ 12,387.38	$ 172,472.62	$ -	20140828	112325811	CASHIN ASSOCIATES PC
61587	CM0	CAP	CFPW14000008	$ 0.01	$ -	$ 0.01	$ -	20140513	112325811	CASHIN ASSOCIATES PC
61587	CM0	CAP	CFPW10000051	$ 0.02	$ -	$ 0.02	$ -	20101112	112325811	CASHIN ASSOCIATES PC
61587	CM0	CAP	CFPW10000051	$ 53,050.00	$ 43,857.52	$ 9,192.48	$ -	20130930	112325811	CASHIN ASSOCIATES PC
61587	CM0	CAP	CFPW10000051	$ 53,050.00	$ 53,047.77	$ 2.23	$ -	20130930	112325811	CASHIN ASSOCIATES PC
62017	A01	CAP	COPW01000006	$ 100,000.00	$ 100,000.00	$ -	$ -	20010822	112325811	CASHIN ASSOCIATES PC
72490	0	CAP	CFPW11000003	$ 270,000.00	$ 269,760.05	$ 239.95	$ -	20110310	112325811	CASHIN ASSOCIATES PC
72491	0	CAP	CFPW11000003	$ 35,000.00	$ 23,042.46	$ 11,957.54	$ -	20131024	112325811	CASHIN ASSOCIATES PC
80015	0	CAP	CFPW05000001	$ 19,650.00	$ 19,650.00	$ -	$ -	20050318	112325811	CASHIN ASSOCIATES PC
82010	0	CAP	CFPW06000008	$ 334,600.00	$ 333,725.20	$ 874.80	$ -	20060518	112325811	CASHIN ASSOCIATES PC
9E+100	0	CAP	CFPW08000021	$ 45,751.00	$ 45,751.00	$ -	$ -	20080818	112325811	CASHIN ASSOCIATES PC
9E+100	0	CAP	CFPW08000026	$ 120,900.00	$ 120,900.00	$ -	$ -	20081021	112325811	CASHIN ASSOCIATES PC
9E+200	0	CAP	CFPW08000021	$ 34,225.41	$ 34,225.41	$ -	$ -	20091019	112325811	CASHIN ASSOCIATES PC
9E+200	0	CAP	CFPW08000021	$ 18,467.59	$ 18,467.59	$ -	$ -	20080818	112325811	CASHIN ASSOCIATES PC
90019	0	CAP	CNTEPW90019A	$ 41,592.80	$ 41,592.80	$ -	$ -		112325811	CASHIN ASSOCIATES PC
90335	0	CAP	CNTEPW90335C	$ 6,085.92	$ 6,085.92	$ -	$ -		112325811	CASHIN ASSOCIATES PC
90335	0	CAP	CNTEPW90335C	$ 537,600.00	$ 537,600.00	$ -	$ -		112325811	CASHIN ASSOCIATES PC
90400	SAE	CAP	CFPW13000044	$ 0.01	$ -	$ 0.01	$ -	20140513	112325811	CASHIN ASSOCIATES PC
90400	SAE	CAP	CFPW10000032	$ 0.01	$ -	$ 0.01	$ -	20100907	112325811	CASHIN ASSOCIATES PC
90400	SAE	CAP	CFPW08000048	$ 0.01	$ -	$ 0.01	$ -	20090413	112325811	CASHIN ASSOCIATES PC
90980	B00206	CAP	CFPW99000006	$ 200,927.72	$ 200,927.72	$ -	$ -	19990603	112325811	CASHIN ASSOCIATES PC
90980	B00206	CAP	CFPW99000028	$ 13,800.00	$ 13,800.00	$ -	$ -	19990811	112325811	CASHIN ASSOCIATES PC
90980	B00206	CAP	CNTEPW990C04	$ 2,728.08	$ 2,728.08	$ -	$ -		112325811	CASHIN ASSOCIATES PC
90980	B00206	CAP	CNTEPW980C04	$ 2,728.08	$ 2,728.08	$ -	$ -		112325811	CASHIN ASSOCIATES PC
90980	B00206	CAP	CNTEPW970C04	$ 16,248.00	$ 16,248.00	$ -	$ -		112325811	CASHIN ASSOCIATES PC
90980	B00206	CAP	CNTEPW90980C	$ 58,604.00	$ 58,604.00	$ -	$ -		112325811	CASHIN ASSOCIATES PC
99206	0	CAP	CFPW10000051	$ 38,379.00	$ 1,874.48	$ 36,504.52	$ -	20110922	112325811	CASHIN ASSOCIATES PC
3P203	0	CCD	CNTEPW3P203B	$ 180,606.42	$ 180,606.42	$ -	$ -		112325811	CASHIN ASSOCIATES PC
3C056	0	CD3	CNTEPW3C056W	$ 559,321.00	$ 559,321.00	$ -	$ -		112325811	CASHIN ASSOCIATES PC

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Cashin Associates, P.C. having its principal office at 1200 Veterans Memorial Highway, Hauppauge, NY, 11788, (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number H670008DC between the County and the Firm, executed on behalf of the County on May 27, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 27, 2014 through May 26, 2016 (the "Original Term").

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Fifty Thousand Dollars ($650,000.00) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and,

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

1. Payment. Section 3(a) Amount of Consideration shall be revised to increase it by Five Hundred Thousand Dollars ($500,000.00), so that the total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed One Million One Hundred and Fifty Thousand Dollars ($1,150,000.00) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

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

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

Cashin Associates P.C

By: _____

Name: FRANCIS J. CASHIN

Title: EVP

Date: 5-19-15

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 19th day of May 2015 in the year 2015 before me personally came Francis Cashin to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Exec. V.P. of Cashin Associates, K, 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.

Kathleen Kelly
NOTARY PUBLIC

KATHLEEN KELLY
NOTARY PUBLIC, State of New York
No. 01KE5082571
Qualified in Suffolk County
Commission Expires July 28, 20 17

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

On the ____ day of _____ in the year 2015 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU

DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Richard Walker
Chief Deputy County Executive

FROM: Office of the Commissioner

DATE: April 6, 2015

SUBJECT: Approval of Contract Advisement

This Department is requesting approval of the following encumbrance that is necessary for traffic engineering services as part of our "On-Call" Civil/Site Construction Management contract.

PERSONAL SERVICES ON-CALL ASSISTANCE
CAPITAL PROJECT 62017 - $335,000

This is an encumbrance to the "On-Call" Civil Engineering Construction Management Contract. The work to be performed under this encumbrance includes the resident engineering and construction inspection services associated with the Department's Traffic Signal Unit that oversees construction, permit and maintenance of the County's signal infrastructure.

Proposals were sent to all twelve on call firms requesting resumes of resident engineers, senior inspectors and signal inspectors. The period of assignment is anticipated to be for a nine month duration. The following seven firms submitted proposals along with the associated hourly fee and multiplier. A technical review committee reviewed the proposals and resumes of the people proposed and scored the firms/ personnel as follows:

Firm		Title	Technical Score	Fee(hourly)	Multiplier
Cashin					
	Robert Doutney	Resident Engineer	3.5	$47.50	2.25
	Eric Degrottole	Senior Inspector	3.5	$38.50	2.25
	Richard Meritt	Senior Inspector	2.5	$42.00	2.25
	Leon Ramsey	**Inspector**	**1.0**	**$36.00**	**2.25**
	Gerald Trumpf	Inspector	3.5	$35.00	2.25
LKB					
	Robert Rothschild	Resident Engineer	3.0	$55.00	2.3
	Fred Banny	Inspector	1.0	$30.45	2.3
	Stanley Profitt	Inspector	2.0	$44.10	2.3
	Joanne Jennings	Inspector	2.5	$42.00	2.3
	Daniel Lipinski	Inspector	1.5	$37.00	2.3
deBruin					
	Mathew Chacko	Resident Engineer	3.5	$50.00	2.3
	Richard Merritt	Senior Inspector	2.5	$50.00	2.3
	Darrel Gunter	Senior Inspector	3.5	$48.00	2.3
	Richard Skidmore	Inspector	3.5	$35.00	2.3
	Fred Banny	**Inspector**	**1.0**	**$36.00**	**2.3**

LiRo					
	Euripes Karydas	**Resident Engineer**	**1.0**	**$51.57**	**2.2**
HAKs					
	Victor Sanchez	Resident Engineer	3.5	$68.81	2.3
	Lawrence Arena	Senior Inspector	3.5	$35.70	2.3
	Patricia Triolo	Senior Inspector	3.5	$37.28	2.3
	Jeffery Burgos	Inspector	3.5	$32.80	2.3
	Santos Vargas	Inspector	3.5	$27.56	2.3
LKMA					
	Nat Tullo	Resident Engineer	2.5	$43.00	2.25
	Kevin Quinn	Senior Inspector	3.5	$30.13	2.25
	Kevin Peterman	Inspector	2.0	$25.50	2.25
Gibbons Esposito and Boyce					
	Martin Doherty	Resident Engineer	1.5	$50.00	2.1
	Jean Casey	Senior Inspector	3.5	$39.00	2.1
	Rafael Blanco	Senior Inspector	3.5	$39.00	2.1
	Stephen Scantelbury	Senior Inspector	3.5	$39.00	2.1
	Alex Stotis	Inspector	1.5	$39.00	2.1

The proposed applicants that received a technical score of 2.5 have sufficient experience and were short listed for the proposed work. Persons scoring higher is because the person does not have adequate experience working independently on inspection of traffic signal installations utililizing County specifications. This is critical in this assignment because the inspector is expected to handle all aspects of the field work including the associated pay items.

The anticipated workload for the Signal Unit dictates assigning three additional people to the Unit, one Resident Engineer, four month duration and two Inspectors, nine month duration. There are three applicants that are tied with a score of 1.0. These three applicants, Leon Ramsey, Euripes Karydas and Fred Banny, all the required experience in both the type of work this contract will encompass and working with the NYSDOT software and requirements.

With your concurrence, the Department will move forward with securing the services of these three applicants. The total fee for these three will be $335,000 broken down as;

LiRo	CFPW14000012	$100,000
DeBruin(Simco)	CFPW14000005	$120,000
Cashin(Haider)	CFPW14000008	$115,000

With concurrence of each firm and the availability of each applicant the Department would like to start each person immediately while the contract advisement is processed. Following your approval or disapproval, we will proceed accordingly.

Shila Shah-Gavnoudias
Commissioner

SSG:KGA:jm

c: Kenneth G. Arnold, Assistant to Commissioner
Sheila Dukacz, Traffic Engineer II

APPROVED:

Richard Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard Walker Date
Chief Deputy County Executive

COUNTY OF NASSAU

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

1. Name of the Entity: Cashin Associates, P.C.

Address: 1200 Veterans Memorial Highway

City, State and Zip Code: Hauppauge, New York 11788

2. Entity's Vendor Identification Number: 11-2325811

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co X Closely Held Corp _____Other (specify)

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

(See Attached)

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

(See Attached)

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.

Cashin Technical Services (CTS) -- overlapping ownership
Plainview Business Supply Corp. (PBSC) -- overlapping ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

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

---

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

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

Dated: May 20, 2015

Signed: _____

Print Name: Francis J. Cashin, III, P.E.

Title: Executive Vice President

The term <u>lobbying</u> 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.

COUNTY OF NASSAU

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

1. Name of the Entity: Plainview Business Supply Corporation

Address: 1200 Veterans Memorial Highway

City, State and Zip Code: Hauppauge, New York 11788

2. Entity's Vendor Identification Number: 06-1294353

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co X Closely Held Corp _____Other (specify)

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

(See Attached)

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

(See Attached)

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.

Cashin Associates, P.C. - overlapping ownership
Cashin Technical Services, Inc. - overlapping ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

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

---

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

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

Dated: May 20, 2015

Signed: [signature]

Print Name: Francis J. Cashin, III, PE

Title: Executive Vice President

The term <u>lobbying</u> 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.

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

4. & 5.

BOARD OF DIRECTORS/OFFICERS/SHAREHOLDERS

Alfred J. Angiola, PE, Director, President, Shareholder
3 Flower Hill Court
Huntington, NY 11743

Aldo Marletti, PE, Director, Vice President, Shareholder
RR #2 Southview Court
Wading River, NY 11792

Francis J. Cashin III, PE, Director, Treasurer, Shareholder
366 Stewart Avenue, Apartment C-10
Garden City, New York 11930

Gregory T. Greene, Director, Secretary, Shareholder
35 Bayview Avenue
Bluepoint, NY 11715

COUNTY OF NASSAU

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

1. Name of the Entity: Cashin Technical Services, Inc.

   Address: 1200 Veterans Memorial Highway

   City, State and Zip Code: Hauppauge, New York 11788

2. Entity's Vendor Identification Number: 11-2323442

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   ____Ltd. Liability Co X Closely Held Corp _____Other (specify)

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

(See Attached)

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

(See Attached)

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.

Cashin Associates, P.C. - overlapping ownership
Plainview Business Supply Corporation - overlapping ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

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(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 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):

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

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

Dated: May 20, 2015

Signed: _____

Print Name: Francis J. Cashin, III, PE

Title: Executive Vice President

The term <u>lobbying</u> 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.

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

4. & 5.

BOARD OF DIRECTORS/OFFICERS/SHAREHOLDERS

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3 Flower Hill Court
Huntington, NY 11743

Aldo Marletti, PE, Director, Vice President, Shareholder
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Gregory T. Greene, Director, Secretary, Shareholder
35 Bayview Avenue
Bluepoint, NY 11715

James Gladysz, PE, Director, Senior Vice President, Secretary, Shareholder
4 Shelter Harbor Court
Wading River, New York 11792

George Maragos
Comptroller

COMPTROLLER

OFFICE OF THE

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: Cashin Associates, P.C.

CONTRACTOR ADDRESS: 1200 Veterans Memorial Highway, Hauppauge, NY 11788

FEDERAL TAX ID # 11-2325811

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_____on _____. The sealed bids were publicly opened on _____, _____ (_#____) 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 July 29, 2013. Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E. , Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.
This contractor was selected through an open competitive RFP process. This is the first amendment.

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.

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

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

Department Head Signature

6/4/15

Date

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

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

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Contract ID#:H670008DC

CFPW14000008

Department: Public Works

E-69-14

CF (Capital)

Contract Details

SERVICE _Construction Management/ Inspection

NIFS ID #: _____ NIFS Entry Date:_____ Term: from Execution to 24 Months

New [X] Renewal [ ]	
Amendment [ ]	
Time Extension [ ]	
Add. Funds [ ]	
Blanket Resolution [ ] RES#	

1) Mandated Program:	Yes [ ]	No [X]
2) Comptroller Approval Form Attached:	Yes [X]	No [ ]
3) CSEA Agmt. § 32 Compliance Attached:	Yes [X]	No [ ]
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes [X]	No [ ]
5) Insurance Required	Yes [X]	No [ ]

Agency Information

Vendor	
Name Cashin Associates P.C.	Vendor ID# 11-2325811
Address 1200 Veterans Memorial Highway, Hauppauge, NY 11788	Contact Person Francis J. Cashin Phone 631 348 7600

County Department
Department Contact Richard Indevalo, Jr, Superintendent of highway & Drainage Construction, NCDPW
Address 1194 prospect Ave, Westbury, NY 11590
Phone 516 571 6824

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) [ ] NIFS Appvl (Dept. Head) [ ]	3/5/14		
	DPW (Capital Only)	CF Capital Fund Approval [ ]	3/5/14		
	OMB	NIFS Approval [ ]	3/6/14		Yes [ ] No [ ] Not required if Blanket Res
3/13/14	County Attorney	CA RE & ~~Insurance~~ Verification [✓]	3/13/14		
3/13/14	County Attorney	CA Approval as to form [X]	3/13/14		Yes [X] No [ ]
	Legislative Affairs	Fw'd Original Contract to CA [ ]	3/17/14		
	Rules [ ] / Leg. [ ]	[ ]			
	County Attorney	NIFS Approval [ ]	03/25/2014		
	Comptroller	NIFS Approval [✓]	5/13/14	CGL 5/7/14	
	County Executive	Notarization [ ] Filed with Clerk of the Leg. [ ]	4/9/14		

PRCF1205 (12/05)

Contract ID#:H670008DC

Department: Public Works

Contract Summary

Description: Provide Professional Construction Management Services for Highway/ Bridge construction.

Purpose: Approval of a Personal Services Agreement with Cashin Associates, P.C to provide "On Call" Professional Construction Management / Inspection Services for all construction activities in the Highway/ Bridge unit. These services may include providing Resident Engineers, Field Office Engineers, Construction Inspectors, Schedulers, Cost Estimators, Field Survey Parties, Evaluation of contractors claims, Pre-Bid Constructability Review, Utility Mark out, Soil Boring/ Investigation, Material testing and other related engineering/ support services.

Method of Procurement:
A qualification- based rating and ranking system of technical and cost proposal in accordance with standard DPW procedures.

Procurement History: The Contract was entered into after a written request for proposal was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by publication in Newsday and the Nassau County eProcurement web site. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. A selection Committee was formed to evaluate each proposal. Members of the Committee include Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction. The committee met on September 3, 2013 to discuss and score proposals. The Committee subsequently requested that the twelve highest ranking firms to submit a Best And Final Offer (BAFO). From the BAFO, selected twelve firms to perform Construction Management/ Inspection tasks as it provided to the best value to the County. For more information, please refer to the attached RTI part II Memorandum.

Description of General Provisions:
Contract for services confirms to model personal services contract developed and approved by the office of the County Attorney.

Impact on Funding / Price Analysis:
Funding for services to be provided under this agreement will come from various Capital Projects. This agreement will expire 24 months after its execution with a provision to extend the agreement for a third year of service and has a maximum payment limitation of Six Hundred Fifty Thousand (650,000.00) dollars.

Change in Contract from Prior Procurement:
N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00003
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$0.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP-61587-00003	$0.01
2		$
3	J. Schneider 3/13/14	$
4		$
5		$
6		$
	TOTAL	$0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name Michael A Cohen	Name Steven J Filiriolo	Date 4/9/14
Date 5/13/2014	Date 5/13/14	(For Office Use Only) E #:

PRCF1205 (12/05)

E-69-14

RULES RESOLUTION NO 60 - 2014

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 CASHIN ASSOCIATES, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3/24/14
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Cashin Associates, P.C. in connection with "on-call" construction management 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 agreement with Cashin Associates, P.C.

RULES RESOLUTION NO. – 2014

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 CASHIN ASSOCIATES, P.C.

WHEREAS, the County has negotiated a personal services agreement with Cashin Associates, P.C. in connection with "on-call" construction management 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 agreement with Cashin Associates, P.C.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Cashin Associates, P.C.

CONTRACTOR ADDRESS: 1200 Veterans Memorial Highway, Hauppauge, NY 11788

FEDERAL TAX ID # 11-2325811

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 _____on _____. The sealed bids were publicly opened on _____, _____ (_#____) 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 July 29, 2013. Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E. , Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) 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.

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

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

Department Head Signature

3/5/14

Date

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

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

REQUEST TO INITIATE
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☒ RFP ☐ RFBC ☐ In-House Work Order

Project No.: H670008D

Project Title: On Call Construction Management Services, Highway/Bridge

Department: Public Works

Date: July 18, 2013

Service Requested: "On-Call" Construction Management Service (CM) Agreements with firm to provide resident engineers, inspectors, scheduling services, cost estimating services, field survey services, pre-bid constructability reviews, and construction related engineering services for DPW's Highway/Bridge Construction Group. A total of up to six (6) "On-Call" Agreements may be requested.

Justification: Construction Management is essential in order to ensure a project is delivered on time, within budget, and is of the highest quality. These "On-Call" CM Service Agreements will Allow DPW's Environmental Construction Group to supplement their current staff, on an as-needed basis to effectively manage their construction projects.

Requested by: Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Department/Agency/Office, DPW, Engineering – Civil/Site Construction Management

Project Cost for this Phase: $1,500,000.00 per Agreement

Total Project Cost: $9,000,000.00
Includes, engineering and construction management

Date RFP Due: August 23, 2013

Capital Funding Approval: YES ☐ NO ☐ _____ SIGNATURE

Funding Allocation (Project/subobject): Funding will be assigned by separate RTIs
See Attached Sheet if multiyear

Department Head Approval: YES ☒ NO ☐ _____ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ _____ SIGNATURE

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

See Attached Sheet

	Vendor	Quote	Comment
1.			
2.			
3.			
4.			
5.			

DCE/Ops Approval: YES ☐ NO ☐ Signature _____
SSG:RM:pl

k:\support staff\author\iadevaio, richard\rfp on-call service.ri.doc

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: November 20, 2013

SUBJECT: Request to Initiate (an RFP) – Part II
"On Call" Construction Management Services: Highway/Bridge Construction
Selection of Firms for Professional Construction Management Services
RFP No. PW-H670008D

This Department intends to procure Professional Construction Management Services for "On Call" construction management services to the Department's Construction Management Unit: Highway/Bridge Construction Group. These services may include providing Resident Engineers, Field Office Engineers, Construction Inspectors, Schedulers, Cost Estimators, Field Survey Parties, Evaluation of Contractor Claims, Pre-Bid Constructability Reviews, Utility Mark Out, Soil Boring/Investigation, Material Testing and other construction related engineering/support services for various Highway and Bridge related projects, as authorized by the Department.

On July 29, 2013, the Department issued a Request for Proposals (the "RFP"), Notice of the RFP was published in Newsday and was made available on the County's website. On August 23, 2013, proposals from eighteen (18) firms were received.

A Selection Committee was formed to evaluate each proposal. Members of the Committee included: Richard P. Millet, Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr., Superintendent of Highways and Drainage Construction. The Committee met on September 3, 2013, to discuss and score proposals. The Committee subsequently requested that the twelve highest-ranking firms, HAKS, Lockwood, Kessler & Bartlett, Inc. (LKB), LiRo Engineers, Inc., (LiRo), Gibbons, Esposito & Boyce Engineers, P.C., (GEB), Tectonic, Greenman-Pederson, Inc., (GPI), Cashin Associates, P.C., (Cashin), Savin Engineers, P.C., (Savin), L.K. McLean Associates, P.C., (LKMA), Cameron Engineering & Associates, L.L.P., (Cameron), de Bruin and The RBA Group, (RBA) submit a Best and Final Offer (BAFO). The ranking of each firm by technical proposal score is provided below. To be noted, the table reflects LKMA's, LKB's, Tectonic's GPI's and Cameron's BAFO.

Construction Management Firm	Technical Ranking	Best and Final Offer (BAFO)	Cost Ranking
HAKS	1	$ 937,470.00	11
LKB	1	$ 922,750.00	13
LiRo	3	$ 845,581.25	5
GEB	4	$ 896,300.00	7
Tectonic	5	$ 936,550.00	16
GPI	6	$ 893,959.00	8
Cashin	7	$ 837,481.25	3
Savin	8	$ 894,575.00	6
LKMA	9	$ 836,187.50	4
deBruin	10	$ 934,250.00	10
Cameron	10	$ 928,764.50	12
RBA	12	$ 910,200.50	9
D&B	13	$ 985,747.00	15
Gedeon	14	$ 1,111,118.11	17
Haider	15	$ 949,115.00	14
Field Assoc.	16	$ 662,360.00	1
O'Connor Petito	17	Non-Responsive	0
Vertex	18	$ 801,250.00	2

SUBJECT: Request to Initiate (an RFP)-Part II
"On Call" Construction Management Services: Highway/Bridge Construction
Selection of Firms for Professional Construction Management Services
RFP No. PW-H670008D

As shown above, HAKS, LKB, LiRo, GEB, Tectonic, GPI, Cashin, Savin, LKMA, deBruin, Cameron and RBA scored the highest twelve (12) technical proposals, all above 80%. However, LKB and Tectonic did not submit the highest-ranked cost proposals (lowest cost), as seen in the table above. As such, the Committee negotiated with LKB and Tectonic. Negotiations successfully reduced the LKB's BAFO from $940,000 to $922,750 and the Tectonic BAFO from $1,032,800 to $936,550. Furthermore, LKMA, Tectonic and Cameron had proposed multipliers that exceeded 2.3. The Committee negotiated with these firms and successfully reduced LKMA's multiplier for the Scheduler from 2.5 to 2.25; Tectonic's multiplier from 2.4 to 2.3 and Cameron's multiplier for all staff to 2.3. The BAFO's and negotiations resulted in a total savings of nearly $135,730 compared to the original cost proposals.

In its professional judgment, the Committee selected the twelve (12) firms that will provide the greatest value to the County. All selected firms provided in its proposal evidence of having sufficient experience and expertise to successfully carry out required construction management tasks.

Funding for the aforementioned professional services is available under various Capital Projects in the Capital Plan.

In accordance with County procedural guidelines, CSEA has been notified of this proposed agreement (*ref. Letter to CSEA, dated July 30, 2013*).

Please signify your approval or disapproval of the foregoing by signing the appropriate column below. Please return a copy of this memo subsequent to it being signed. Thank you.

Richard P. Millet
Chief Deputy Commissioner

SSG:RM:pl

c: Shila Shah-Gavnoudias, Commissioner
Jane Houdek, Attorney for Department of Public Works
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Brian J. Schneider, Assistant to Deputy Commissioner
Richard Iadevaio Jr., Superintendent of Highways and Drainage Construction
Loretta Dionisio, Hydrogeologist II
Saji Varughese, Construction Inspector II

APPROVED:

2/8/14

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

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: July 30, 2013

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract
Proposed Contract No: H670008D

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:

   Three (3) "On-Call" Construction Management Service Agreements for DPW's Highway/Bridge Construction Group

2. The work involves the following:

   Provide resident engineers, inspectors, schedulers, cost estimators, field survey parties, evaluation of construction claims, pre-bid constructability reviews, and construction related engineering services on an as-needed basis for the various construction projects managed by the DPW's Construction Management Unit Highway/Bridge Construction Group.

3. An estimate of the cost is: $1,500,000.00/Agreement

4. An estimate of the duration is: Twenty-four (24) Months

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

Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:RM:lv
c: Allison Hertling, Deputy Director, Office of Labor Relations
Robert Cancellieri, Deputy Director, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Richard Iadevaio Jr., Superintendent of Highway & Drainage Construction
Jonathan Lesman, Management Analyst II

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

1. Name of Firm: Cashin Associates, P.C.

   Address: 1200 Veterans Memorial Highway

   City and State: Hauppauge, New York Zip Code 11788

2. Firm's Vendor identification Number: 11-2325811

3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture _____ Ltd Liability Company √ Closely Held Corp. _____ Other (specify)

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

   (See Attached)

5. List all 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 10K form in lieu of completing this section). (Attach additional sheet(s) if necessary).

   (See Attached)

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

   Cashin Technical Services (CTS) -- overlapping ownership
   Plainview Business Supply Corp. (PBSC) -- overlapping ownership

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

Dated: Jan. 16, 2014

Signed: [signature]

Print Name: Francis J. Cashin, III, P.E.

Title: Executive Vice President

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

4. OFFICERS & BOARD OF DIRECTORS

Alfred J. Angiola, PE, President & Chairman/Director
3 Flower Hill Court
Huntington, New York 11743

Francis J. Cashin, III, PE, Executive Vice President/Treasurer/Director
366 Stewart Avenue, Apartment C-10
Garden City, New York 11530

Aldo Marletti, PE, Executive Vice President/Director
RR #2 Southview Court
Wading River, New York 11792

James Gladysz, PE, Senior Vice President/Secretary/Director
4 Shelter Harbor Court
Wading River, New York 11792

Joseph Iannucci, AIA, Vice President/Director
34 Schneider Lane
Hauppauge, New York 11788

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

5. **SHAREHOLDERS:**

Alfred J. Angiola, P.E.
3 Flower Hill Court
Huntington, NY 11743

Francis J. Cashin, III, P.E.
366 Stewart Avenue, Apartment C-10
Garden City, New York 11530

Aldo Marletti, P.E.
RR #2 Southview Court
Wading River, NY 11792

Stephen Brix, P.E.
384 Star Street
East Meadow, NY 11554

James H. Heil, P.E.
16 Harvard Road
Shoreham, NY 11786

Michael Wizior, P.E.
1428 Ackerson Blvd.
Bay Shore, NY 11706

Vijay Datta, P.E.
17 Spencer Way
Kings Park, NY 11754

Joseph Iannucci, R.A.
34 Schneider Lane
Hauppauge, NY 11788

James A. Gladysz, P.E.
4 Shelter Harbor Court
Wading River, NY 11792

Nancy Lenz, R.L.A.
16 Barnes Road
Wading River, NY 11792

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

1. Name of Firm: Cashin Technical Services, Inc.

   Address: 1200 Veterans Memorial Highway

   City and State: Hauppauge, New York Zip Code 11788

2. Firm's Vendor identification Number: 11-2323442

3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture _____ Ltd Liability Company √ Closely Held Corp. _____ Other (specify)

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

   (See Attached)

5. List all 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 10K form in lieu of completing this section). (Attach additional sheet(s) if necessary).

   (See Attached)

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

   Cashin Associates, P.C. – overlapping ownership

   Plainview Business Supply Corporation – overlapping ownership

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

Dated: Nov. 15, 2013

Signed: [signature]

Print Name: Francis J. Cashin, III, P.E.

Title: Vice President

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

4. & 5.

BOARD OF DIRECTORS/OFFICERS/SHAREHOLDERS

Alfred J. Angiola, PE, Director, President, Shareholder
3 Flower Hill Court
Huntington, NY 11743

Aldo Marletti, PE, Director, Vice President, Shareholder
RR #2 Southview Court
Wading River, NY 11792

Francis J. Cashin III, PE, Director, Vice President, Treasurer, Shareholder
366 Stewart Avenue, Apartment C-10
Garden City, New York 11530

Gregory T. Greene, Director, Secretary, Shareholder
35 Bayview Avenue
Bluepoint, NY 11715

James Gladysz, PE, Director, Senior Vice President, Secretary, Shareholder
4 Shelter Harbor Court
Wading River, New York 11792

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

1. Name of Firm: Plainview Business Supply Corporation

   Address: 1200 Veterans Memorial Highway

   City and State: Hauppauge, New York Zip Code 11788

2. Firm's Vendor identification Number: 06-1294353

3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture _____ Ltd Liability Company √ Closely Held Corp. _____ Other (specify)

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

   (See Attached)

5. List all 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 10K form in lieu of completing this section). (Attach additional sheet(s) if necessary).

   (See Attached)

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

   Cashin Associates, P.C. – overlapping ownership
   Cashin Technical Services, Inc. – overlapping ownership

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

Dated: Nov. 15, 2013

Signed: [signature]

Print Name: Francis J. Cashin, III, P.E.

Title: Treasurer

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

4. & 5.

BOARD OF DIRECTORS/OFFICERS/SHAREHOLDERS

Alfred J. Angiola, PE, Director, President, Shareholder
3 Flower Hill Court
Huntington, NY 11743

Aldo Marletti, PE, Director, Vice President, Shareholder
RR #2 Southview Court
Wading River, NY 11792

Francis J. Cashin III, PE, Director, Treasurer, Shareholder
366 Stewart Avenue, Apartment C-10
Garden City, New York 11530

Gregory T. Greene, Director, Secretary, Shareholder
35 Bayview Avenue
Bluepoint, NY 11715

EDWARD P. MANGANO
COUNTY EXECUTIVE

SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

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

CONTRACT FOR SERVICES

"ON-CALL" CONSTRUCTION MANAGEMENT SERVICES :

CIVIL/SITE CONSTRUCTION MANAGEMENT GROUP

AGREEMENT NO. H670008DC

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting 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) Cashin Associates, P.C. having its principal office at 1200 Veterans Memorial Highway, Hauppauge, NY, 11788, (the "Firm").

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

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

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

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

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of "On-Call"

Construction Management Services: Civil/ Site Construction Management Group. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

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

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

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

(4) Final models, photographs, renderings, and Laser Scanning as requested by the County.

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

(6) Other comparable expenses as approved by the County.

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, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed six hundred fifty thousand ($650,000.00) dollars.

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

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

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

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

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

7. Compliance with Law.

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

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

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

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

appropriate.

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.

(d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

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

10. Insurance.

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

compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance and/or increases in coverage amounts for the insurance required by this paragraph, as the County may from time to time specify.

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

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

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

12. Termination.

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

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

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

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions

reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Joint Venture.

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

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

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

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

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

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

On the 17 day of January in the year 2014 before me personally came Alfred Angiolo, PE 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 President of Cashin Associates, PC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

BRIAN R DUGGAN
Notary Public, State of New York
NO. 02DU6146694
Qualified in Suffolk County
Commission Expires May 22, 2014

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

On the 27 day of MAY in the year 2014 before me personally came Timothy Sullivan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6256026
Qualified in Nassau County
Commission Expires April 02, 2016

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

On-Call Civil/ Site Construction Management Services

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call Civil/ Site Construction Management services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services for the County's Civil/ Site Construction Management Group including, but not limited to, the furnishing of resident engineers, construction inspectors, scheduling services, cost estimating services, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, Utility Mark outs, Soil boring/ Investigation, Material Testing and other construction related engineering/ Supported services.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

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

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

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

a) Task Order Issuance and Submission of Proposal - In the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the 'Mission") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

EXHIBIT "B"

PAYMENT SCHEDULE

On-Call Civil/Site Construction Management Services

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

1. Services

A. Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two and twenty fifth (2.25). The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

B. Subconsultants and Special Consultants

Subconsultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Subconsultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Subconsultant or Special Consultant.

The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and 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 shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, 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 as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed One Hundred Fifty ($150) dollars per hour.

EXHIBIT C

CASHIN ASSOCIATES, PC/NASSAU COUNTY DPW

"ON-CALL"
CONSTRUCTION MANAGEMENT SERVICES
CIVIL/SITE CONSTRUCTION MANAGEMENT GROUP
AGREEMENT NO. H670008DC

Job Classifications	Max Base Hourly Pay
Resident Engineer	50.33
Field Office Engineer	42.50
Construction Inspector - NICET II	35.00
CPM Scheduler	52.50

EXHIBIT "C"

MAXIMUM WAGE RATE SCHEDULE

EXHIBIT "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 Firm 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 Firm 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 Firm 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 Firm 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 Firm's obligations herein.

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

(f) Firms 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) Firms for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subconsultants so that, to the greatest extent feasible, all Subconsultants will be approved prior to commencement of work. Any additions or changes to the list of Subconsultants 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 Firm to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subconsultant approval has been requested and prior to being granted, the contracting agency may require the Firm to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Firm to submit such documentation at any time after Subconsultant 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 Firm 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 Firm 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 Firm's Subcontracts and Firm's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Firm 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 Firm 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 Firm 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 Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subconsultant and shall complete all forms provided by the Executive Director or the Department Head relating to Subconsultant 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 Firms or Subconsultants 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 Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subconsultant 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 Firm, listing the procedures it has undertaken to procure Subconsultants 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 Firm" 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 Firm, 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 Subconsultant.

As used in this Appendix EE the term "County Firm" 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 Firm 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 Firm welcomed bids and quotes from M/WBE Subconsultants. 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 Firm'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 Subconsultants 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 Subconsultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subconsultants 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 Firm 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 Firm shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Firm 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 Subconsultants by the County Firm must also be included with the Best Effort Documentation

i. County Firms 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 (i) 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 Firm.

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

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Subconsultants 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 Proposer/Bidder hereby certifies the following:

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

   Alfred Angiola, P.E.
   1200 Veterans Memorial Highway, Ste 200
   Hauppauge, NY 11788
   (631) 348-7600

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has _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 by the Proposer/Bidder, describe below:

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

Cashin was served with a Third Party Complaint on 10-21-13, for Salvatore Saffiotti, et al v. Town of Babylon (Defendant/Third Party Plaintiff) v. Cashin Associates, P.C. (Third Party Defendant).

Plaintiff alleges personal injuries sustained in a fall from his employer's vehicle while performing construction work on a Town of Babylon project. Cashin was retained by the Town to provide construction inspection services. The claim investigation is in progress through Cashin's General Liability Carrier. It is expected that the claim against Cashin will be dismissed for lack of merit.

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

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

1-17-2014
Dated

Signature of Chief Executive Officer

Alfred Angiola, PE
Name of Chief Executive Officer

Sworn to before me this
17th day of January, 2014.

Notary Public

BRIAN R DUGGAN
Notary Public, State of New York
NO. 02DU6146694
Qualified in Suffolk County
Commission Expires May 22, 2014

EXHIBIT C

CASHIN ASSOCIATES, PC/NASSAU COUNTY DPW

"ON-CALL"
CONSTRUCTION MANAGEMENT SERVICES
CIVIL/SITE CONSTRUCTION MANAGEMENT GROUP
AGREEMENT NO. H670008DC

COMPOSITE SCHEDULE OF LABOR RATES AS OF JANUARY 24, 2014

Principals	Base Hourly Pay
Alfred Angiola, PE	108.25
Francis J. Cashin, III, PE	75.00
James Gladysz, PE	65.00
Gregory Greene	70.00
Joseph Iannucci, RA	54.00
Aldo Marletti, PE	80.00

Technical Staff		Base Hourly Pay
Michael Borst	Engineer	32.00
Keith Brewer	Environmental Scientist	39.50
Stephen Brix, PE	Resident Engineer	53.75
Marc Califano	Environmental Scientist	35.75
Carlos Carrillo, PE	Engineer	51.00
Graciela Carrillo, RA	Architect	42.25
Jason Cecere	Environmental Scientist	35.75
Robert Coryell	Inspector	40.00
Vijay Datta, PE	Engineer	60.00
Robert Doutney	Inspector	46.00
Brian Duggan	Environmental Planner	52.00
Garner Greene	Technician	20.00
Krista Greene	Technician	20.00
Jeff Hayduk	Sr. Inspector	41.00
James Heil, PE	Engineer	55.00
Donald Howe	Construction Claims Specialist	50.00
Thomas LaGuardia	Sr. Engineer	65.00
Nancy Lenz, RLA	Landscape Architect	50.00
Bryan Maddocks, PE	Engineer	46.00
James Meurer	Sr. Engineer	52.00
Elizabeth Moskalenko	Environmental Scientist	24.25
Anthony Savino	Inspector	37.75
Kim Somers	Environmental Scientist	33.25
Lynn Southard	CADD Operator	35.50
Andrew Thyberg	Technician	20.00
Russell Wetjen	CADD Operator	37.50
Michael Wizior, PE	Engineer	48.25

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT FOR SERVICES
"ON-CALL" CONSTRUCTION MANAGEMENT SERVICES:
CIVIL/SITE CONSTRUCTION MANAGEMENT GROUP
AGREEMENT NO.: H670008DC

SUBCONSULTANT UTILIZATION PLAN

Cashin Associates, P.C. (CA) will comply with the D/M/WBE requirements of this contract by utilizing the services of Haider Engineering, P.C. to assist in construction inspection and materials testing and B. Thayer Associates for services related to construction inspection and surveys.

At this time, CA anticipates participation rates of 12% for construction inspection by Haider Engineering, P.C. and 8% for survey and construction inspection by B. Thayer Associates.

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

{Remainder of page intentionally lefty blank}

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

By: Alfred Angiolo
Name: Alfred Angiolo, P.E.
Title: President Cashin Associates PC
Date: 1-17-2014

NASSAU COUNTY

By:
Name:
Title: County Executive
Deputy County Executive
Date: 5/27/14

TIMOTHY SULLIVAN
Deputy County Executive for Finance

PLEASE EXECUTE IN BLUE INK

[**Note to Departments**: County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Nassau County DPW and Cashin Associates P.C.

2. Dollar amount requiring NIFA approval: $ 500,000.00

Amount to be encumbered: $ 115,000.00

This is a ____ New Contract ____ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 24 months

Has work or services on this contract commenced? ✓ Yes ____ No

If yes, please explain: This is an amendment to the original contract

4. Funding Source:

____ General Fund (GEN)
____ Capital Improvement Fund (CAP)
____ Other

____ Grant Fund (GRT)
Federal % ____
State % ____
County % ____

Is the cash available for the full amount of the contract? ✓ Yes ____ No
If not, will it require a future borrowing? ____ Yes ____ No

Has the County Legislature approved the borrowing? ✓ Yes ____ No ____ N/A

Has NIFA approved the borrowing for this contract? ✓ Yes ____ No ____ N/A

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

This amendment is to increase the Maximum Amount proposed tn the original agreement by $500,000.00

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

Nassau County Attorney as to form ____ Yes ____ No ____ N/A
Nassau County Committee and/or Legislature ____ Yes ____ No ____ N/A

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

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

See attached...

AUTHORIZATION

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

[signature] 6/15/15

Signature Title Date

_____

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

_____

Signature Title Date

_____

Print Name

NIFA

Amount being approved by NIFA: _____

_____

Signature Title Date

_____

Print Name

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

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

NIFA reserves the right to request additional information as needed.