

**E-8-22**

Certified:

FILED WITH THE NASSAU COUNTY
CLERK OF THE LEGISLATURE ON
FEBRUARY 16, 2022 5:24PM**NIFS ID:CLPW21000038 Department: Public Works****Capital: X**

SERVICE: Amendment 3-On Call Civil Design-Milburn-H61000-07C

Contract ID #:CFPW10000051

NIFS Entry Date: 12-NOV-21

Term: from 01-JAN-17 to 31-MAR-21

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

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

Department:
Contact Name: Robert LaBaw
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590 Phone: 516 / 571-6812

Routing Slip

Department	NIFS Entry: X	12-NOV-21 -- LDIONISIO
Department	NIFS Approval: X	15-NOV-21 -- RD'ALLEVA
DPW	Capital Fund Approved: X	15-NOV-21 -- RDALLEVA
OMB	NIFA Approval: X	22-NOV-21 -- IQURESHI
OMB	NIFS Approval: X	15-NOV-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	15-NOV-21 -- AAMATO
County Atty.	Approval to Form: X	15-NOV-21 -- NSARANDIS

CPO	Approval: X	23-NOV-21 -- PARJUNE
DCEC	Approval: X	23-NOV-21 -- RCLEARY
Dep. CE	Approval: X	24-NOV-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	16-FEB-22 -- CLEIMONE
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Amend the County's Personal Services agreement with Cashin Associates, P.C. to extend the contract term and permit the firm to perform "Additional Services" in connection with Super Storm Sandy remedial repairs to the Milburn Creek Boat Basin (for payment purposes).
Method of Procurement: The contractor was previously selected through an open competitive RFP. A qualification based rating system in accordance with established DPW procedures. This is the third contract amendment.
Procurement History: The original agreement was approved by the Nassau County Legislature on September 13, 2010, and amended on November 18, 2013, and amended on November 10, 2015.
Description of General Provisions: This is a term contract that expired on December 31, 2017.
Impact on Funding / Price Analysis: Funding source for this contract will be from Capital Project Number 41873. \$ 21,283.00.
Change in Contract from Prior Procurement: Contract amendment #3 will amend the term of the agreement extending it to March 31, 2021, and permit the performance of "Additional Services" work (for payment purposes).
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	00	Revenue		7	PWCAPCAP/41873/00002/002	\$ 21,283.00
Resp:	CAP	Contract:				\$ 0.00
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:	CL	Federal	\$ 0.00			\$ 0.00
Project #:	41873	State	\$ 0.00			\$ 0.00
Detail:	002	Capital	\$ 21,283.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 21,283.00		TOTAL	\$ 21,283.00
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2022

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 NASSAU COUNTY 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. for “On-Call” Civil Engineering and Site Development Design and Support Services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

AMENDMENT No. 3

This AMENDMENT (this "Amendment No. 3"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and (ii) CASHIN ASSOCIATES, P.C. (the "Firm") having its principal office at 1200 Veterans Memorial Highway, Hauppauge, NY 11788.

WITNESSETH:

WHEREAS, pursuant to County contract number H61000-07C between the County and the Firm, executed on behalf of the County on November 15 2010 (the "Original Agreement"), amended on December 12, 2012 (Amended Agreement), and amended on January 5, 2016 (Amendment No. 2) allowing the Firm to perform "on-call" civil engineering and site development design and support services for the County beyond the expiration date of the original agreement, which services are more fully described in the Original Agreement (the "Services"), and in particular, design, preparation of construction documents, assistance in the bidding process, and construction administration services relating to bulkhead replacement, improvement of park amenities, and site development on the Milburn Creek Boat Basin project; and;

WHEREAS, the Term of the Original Agreement was for two (2) years, with an allowable one (1) year extension, Amendment 1 extended the term to November 9, 2014, and Amendment No 2 extended the term to December 31, 2016; and;

WHEREAS the services, and compensation for those services, under the Original Agreement must be updated to reflect work necessary to complete the project; and:

WHEREAS the County desires to amend the Services, Agreement Term, and provide compensation for these Services.

NOW, THEREFORE, in consideration of the mutual promise contained herein and for other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

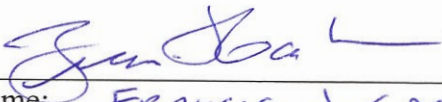
1. Term. The term is extended to March 31, 2021 unless sooner terminated or extended in accordance with its terms ("Amended Terms").
2. Amended Service. In addition to the Services and Compensation provided by the Original Agreement, the Firm shall be paid as itemized in the "payment schedule" attached hereto and made a hereby a part hereof "Exhibit C" (Amended Services).

3. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

FIRM CASHIN ASSOCIATES, PC

By: 
Name: FRANCIS J. CASHIN
Title: EVP
Date: 11-4-21

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

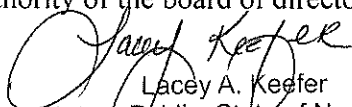
)ss.:

COUNTY OF ~~NASSAU~~)

Suffolk

On the 24th day of November in the year 2021, before me personally came Francis Cashin, III 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 Exec. Vice President of Cashin Associates, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



Lacey A. Keefer
Notary Public, State of New York
Reg. No. 01KE6417408
Qualified in Suffolk County
Commission Expires May 10, 2025

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ 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

EXHIBIT C
Milburn Creek Boat Basin
Bulkhead Replacement and Site Improvements
Payment Schedule

Payment to the Firm for all services as enumerated below, shall be in addition to those enumerated and described in Original Agreement, and shall be made as follows:

1.0 Extra Services

1.1 Extra Services #1

As was assigned by the County, the Firm will be required to perform Additional Construction Administration services on the project including: review of submittals and shop drawings, providing responses to contractor RFI's, and site visits / project meetings.

The Firm shall be paid a lump sum fee of **Twenty-One Thousand Two Hundred Eighty-Three Dollars and Twenty Cents (\$21,283.20)** to cover all costs associated with this work.

- A. The Firm's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the percentage of the Firm's work completed for each phase, as approved by the Commissioner.
- B. If in the event a credit change order requires the Firm to perform additional services, then, subject to the approval of the Commissioner, the Firm shall be paid for such services as detailed in the Section "Extra Services or Additional Costs" of the original agreement.

4. Compliance with Law.

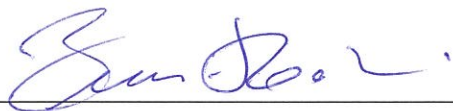
(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including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

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

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

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

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



Signature

FRANCIS J. CASHIN EVP

Printed Name and Title

11-4-21

Date



Nassau County Interim Finance Authority

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

1. **Vendor:** Cashin Associates, P.C.

2. **Dollar amount requiring NIFA approval:** \$21283

Amount to be encumbered: \$21283

This is a 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: completion**

Has work or services on this contract commenced? Y ____

If yes, please explain: Additional services authorized by DPW and provided by the vendor during construction.

4. **Funding Source:**

General Fund (GEN)

X Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

Y

Has NIFA approved the borrowing for this contract?

Y

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

Amend the County Personal Services agreement with Cashin Associates, P.C. to extend the contract term and permit the firm to perform Additional Services in connection with Super Storm Sandy remedial repairs to the Milburn Creek Boat Basin (for payment purposes).

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

IQURESHI

22-NOV-21

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

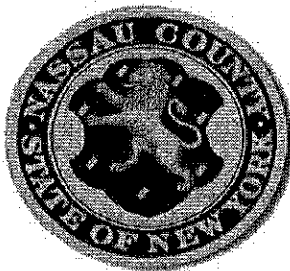
Date

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: 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 _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Roseann D'Alleva

Department Head Signature

Date

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

Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

Vendor Disclosures

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

Name of Submitting Entity: Cashin Associates, P.C

Vendor's Address: 1200 Veteran's Memorial Highway Hauppauge NY US 11788

Vendor's EIN or TIN: 11-2325811

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
10/28/2021 04:20:56 PM

Lobbyist Registration and Disclosure Form:
11/01/2021 01:54:56 PM

Business History Form certified:
11/01/2021 01:49:52 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
11/01/2021 02:21:08 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Francis Cashin, III, P.E. [FCASHIN@CA-PC.COM]	11/01/2021 02:43:46 PM
Alfred Angiola [AANGIOLA@CA-PC.COM]	11/01/2021 02:48:39 PM
gregory Greene [GGREENE@CA-PC.COM]	11/01/2021 03:02:33 PM
James Gladysz [JGLADYSZ@CA-PC.COM]	11/01/2021 02:57:26 PM
joseph iannucci [JIANNUCCI@CA-PC.COM]	11/01/2021 03:08:02 PM

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

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

CERTIFICATION

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

Francis Cashin FCASHIN@CA-PC.COM

Name

Executive Vice President

Title

Cashin Associates, P.C.

Name of Submitting Entity

11/01/2021 03:14:21 PM

Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☒ NO ☐ If yes, to what campaign committee?

CITIZENS FOR SALADINO \$500 Jan 2020 ;
ROMAINE FOR SUPERVISOR \$200 Feb 2020;
FRIENDS OF DAN PANICO \$150 Feb 2020;
THE SEA CLIFF REPUBLICAN CLUB \$150 Feb 2020;
EAST ROCKAWAY REPUBLICAN COMMITTEE \$70 March 2020;
TOWN OF BABYLON DEMOCRATIC COMMITTEE \$1,000 March 2020;
FRIENDS OF ANGIE CARPENTER \$150 March 2020;
FRIENDS OF DON CLAVIN \$500 March 2020;
NASSAU COUNTY REPUBLICAN COMMITTEE \$1,000 July 2020;
MASSAPEQUA REPUBLICAN COMMITTEE \$500 August 2020;
FRIENDS OF DON CLAVIN \$500 October 2020;
FRIENDS OF DON CLAVIN \$500 October 2020;

9-12-2019 Friends of James Kennedy (\$300.00); 8/14/2019 Citizens for Nicoletto (\$125); 3/20/2019 Citizens for Nicoletto (\$250);
1-16-2019 Friends of James Kennedy (\$300.00); 2-20-2018 Friends of James Kennedy (\$150.00); 5-25-2016 Friends of Ed Mangano (\$200)

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

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

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

Electronically signed and certified at the date and time indicated by:
Francis Cashin, III, P.E. [FCASHIN@CA-PC.COM]

Dated: 10/28/2021 04:20:56 PM

Vendor: Cashin Associates, P.C.

Title: EVP



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Francis Cashin, III, P.E. [FCASHIN@CA-PC.COM]

Dated: 11/01/2021 01:54:56 PM

Vendor: Cashin Associates, P.C.

Title: EVP

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Alfred Angiola
Date of birth: 1/1/1950
Home address: 1200 Veterans Highway
City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788
Country: US

Business Address: 1200 Veterans Highway
City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: 6313487600

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

List of other addresses and telephone numbers attached

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

President	<u>02/23/1987</u>	Treasurer	_____
Chairman of Board	<u>02/23/1987</u>	Shareholder	<u>02/23/1987</u>
Chief Exec. Officer	<u>02/23/1987</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

85.6% shareholder

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Principal of Cashin Technical Services, sister company.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

U.S. Army Corps of Engineers

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Cashin Associates, P.C.

Name of submitting business

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

Alfred Angiola [AANGIOLA@CA-PC.COM]

President

Title

11/01/2021 02:48:39 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Francis J. Cashin, III
Date of birth: [REDACTED]
[REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address: 1200 Veteran's Memorial Highway
City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: 631-348-7600

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	<u>06/01/1983</u>
Chairman of Board	_____	Shareholder	<u>06/01/1983</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

Ownership of 1.9% of outstanding shares of the corporation

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Cashin Technical Services, Inc. - Shareholder/officer

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

US Army Corps of Engineers to Cashin Technical Services, Inc., Town of Southold to Cashin Technical Services, Inc.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

initiated?

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Cashin Associates, P.C.

Name of submitting business

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

Francis Cashin, III, P.E. [FCASHIN@CA-PC.COM]

EVP

Title

11/01/2021 02:43:46 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Gregory T. Greene, P.G.
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 1200 Veteran's Memorial Highway
City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: 631-348-7600

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

List of other addresses and telephone numbers attached

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

President	<u> </u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u>04/04/2018</u>
Chief Exec. Officer	<u> </u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u>04/04/2018</u>		
(Other)	<u> </u>		

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

YES ☒ NO ☐ If Yes, provide details.

Owndership of 0.4% of outstanding shares of corporation

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Cashin Technical Services, Inc. - Shareholder/officer

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

US Army Corps of Engineers to Cashin Technical Services, Town of Southold to Cashin Technical Services

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Cashin Associates

Name of submitting business

Electronically signed and certified at the date and time indicated by:
gregory Greene [GGREENE@CA-PC.COM]

Senior Vice President

Title

11/01/2021 03:02:33 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

Business Address:	1200 Veteran's Memorial Highway		
City:	Hauppauge	State/Province/Territory:	NY
		Zip/Postal Code:	11788
Country	US		
Telephone:	631-348-7600		

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

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	02/01/1997
Chief Exec. Officer		Secretary	02/01/1997
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

YES	X	NO		If Yes, provide details.
-----	---	----	--	--------------------------

Owens 5.7% shares in CA stock

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Cashin Associates

Name of submitting business

Electronically signed and certified at the date and time indicated by:
James Gladysz [JGLADYSZ@CA-PC.COM]

Senior Vice President

Title

11/01/2021 02:57:26 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph Iannucci
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 1200 Veteran's Memorial Highway
City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: 631-348-7600

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

List of other addresses and telephone numbers attached

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

President	<u> </u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u>01/09/2003</u>
Chief Exec. Officer	<u> </u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u>01/09/2003</u>		
(Other)	<u> </u>		

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

YES ☒ NO ☐ If Yes, provide details.

Ownership of 3.8% of outstanding shares of corporation

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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cashin associates

Name of submitting business

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

joseph iannucci [JIANNUCCI@CA-PC.COM]

vice president

Title

11/01/2021 03:08:02 PM

Date

Business History Form

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

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

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

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

Date: 10/28/2021

1) Proposer's Legal Name: Cashin Associates, P.C.

2) Address of Place of Business: 1200 Veteran's Memorial Highway

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

Country: US

Address: 80 SW 8th Street, Suite 2809

City: Miami State/Province/Territory: FL Zip/Postal Code: 33130

Country: _____

Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 065952335

5) Federal I.D. Number: 11-2325811

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

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

YES ☒ NO ☐ If yes, please provide details:

Cashin Technical Services use same address however no office or staff is allocated solely to them.

8) Does this business control one or more other businesses?

YES ☒ NO ☐ If yes, please provide details:

Cashin Technical Services, Inc. has common ownership. Messrs. Greene, Angiola and Cashin all have ownership of, or officer status at, Cashin Technical Services. Accordingly, Cashin Technical Services is an affiliated company of Cashin Associates, PC

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☒ NO ☐ If yes, please provide details:

Cashin Technical Services is an affiliated company of Cashin Associates, PC

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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

- 17) Conflict of Interest:

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

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

No conflicts exists

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

No conflicts exists

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

No conflicts exists

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

CA is a professional service consulting firm. Our staff consists of licensed professionals and support staff. The CA staff is well aware of the need to avoid conflicts of interest, as well as the appearance of such conflicts. We hold weekly staff meetings with our managers, at which time any activities possibly associated with potential conflicts are discussed before being acted on.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

07/01/1959

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

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

1 File(s) Uploaded: Stockholders.pdf

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

No officers and directors from this company have been attached.

1 File(s) Uploaded: Stockholders.pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

50

- vi) Annual revenue of firm;

4000000

vii) Summary of relevant accomplishments

See Proposal

1 File(s) Uploaded: Full Technical Proposal.pdf

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

1 File(s) Uploaded: CA - NYS Authorization License 2021-23.pdf

B. Indicate number of years in business.

60

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

See Proposal

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

Company	Suffolk County Department of Parks		
Contact Person	Philip Berdolt, P.E., Commissioner		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4010		
Fax #	(631) 852-4150		
E-Mail Address	philip.berdolt@suffolkcountyny.gov		

Company	New York State Office of Parks, Recreation & Historic Preservation		
Contact Person	August Muff		
Address	625 Belmont Avenue		
City	West Babylon	State/Province/Territory	NY
Country	US		
Telephone	(631) 321-3533		
Fax #	(631) 321-3533		
E-Mail Address	August.muff@parks.ny.gov		

Company	Town of Oyster Bay, Department of Public Works		
Contact Person	Mathew Russo, P.E.		
Address	150 Miller Place		
City	Syosset	State/Province/Territory	NY
Country	US		
Telephone	(516) 677-5719		
Fax #	(516) 677-5940		
E-Mail Address	mrusso@oysterbay-ny.gov		

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

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

CERTIFICATION

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Name of submitting business: Cashin Associates, P.C

Electronically signed and certified at the date and time indicated by:
Francis Cashin, III, P.E [FCASHIN@CA-PC.COM]

EVP

Title

11/01/2021 01:49:52 PM

Date



CORPORATE STOCKHOLDERS INFORMATION

Below is a list of the stockholders for Cashin Associates, P.C.:

Name	Office	Number of Shares	Percentage
Alfred Angiola, P.E.	CH, P	4,500	85.6%
Francis Cashin, III, P.E.	EVP, T, D	100	1.9%
James Gladysz, P.E.	SVP, D	300	5.7%
Gregory Greene, P.G.	SVP, D	20	0.4%
Joseph Iannucci, R.A.	VP, D	200	3.8%
Paul DiMaria, P.E.	VP, D	100	1.9%
James Feeney, P.E.	--	10	0.2%
Nancy Lenz, R.L.A	--	5	0.1%
Steve Brix, P.E.*	--	25	0.5%

Note: * Represents a non-employee

Addresses for all Corporate Officers

Name	Office	Address
Alfred Angiola, P.E.	CH, P	[REDACTED]
Francis Cashin, III, P.E.	EVP, T, D	[REDACTED]
James Gladysz, P.E.	SVP, D	[REDACTED]
Gregory Greene, P.G.	SVP, D	[REDACTED]
Joseph Iannucci, R.A.	VP, D	[REDACTED]

Addresses for all Stockholders

Name	Address
Alfred Angiola, P.E.	[REDACTED]
Francis Cashin, III, P.E.	[REDACTED]
James Gladysz, P.E.	[REDACTED]
Joseph Iannucci, R.A.	[REDACTED]
Gregory Greene, P.G.	[REDACTED]
James Feeney, P.E.	[REDACTED]
Nancy Lenz, R.L.A	[REDACTED]
Steve Brix, P.E.*	[REDACTED]

Technical Proposal



Nassau County Department of Public Works



On-Call Building Design Services
RFP # PW-B90406-01D

July 31, 2019

Submitted by:

Cashin Associates, P.C.

ENGINEERING • PLANNING • CONSTRUCTION MANAGEMENT

1200 Veterans Memorial Highway • Hauppauge, New York 11788 • 631.348.7600

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Cost proposal under separate cover



INTRODUCTION

1

Cashin Associates, P.C (CA) has prepared this proposal to provide studies, investigations, engineering, architectural/design/planning, CADD drafting, scheduling, constructability reviews, design reviews, and other design related tasks on an as needed basis to address a wide variety of potential building improvements, building maintenance issues, or to serve as an extension of County staff for various building related projects. This proposal is in response to the County's Request for Proposal No. PW-B90406-01D (RFP). As requested, the Cost Proposal is being submitted under a separately sealed envelope.

As indicated in the RFP the Nassau County Department of Public Works (NCDPW) provides the technical expertise regarding building design and maintenance for the approximately 900 buildings throughout the County. CA has the technical expertise, staff and resources to assist the NCDPW with these services through an On-Call Basis and in emergency/time-sensitive situations. CA can offer the NCDPW several unique advantages for this Contract including:

1. ***In-House Expertise*** – CA has the in-house technical expertise in the range of disciplines required for architectural design and building modifications, building systems inspection and design, environmental testing and inspection, and LEED oversight and commissioning. CA's intended staff for this Contract includes Architects, MEP Engineers, Environmental Scientists, and LEED Accredited Professionals with extensive local experience performing work at municipal facilities throughout Long Island. CA's support staff includes Civil Engineers, Construction Inspectors, and AutoCAD personnel, along with our specialty subconsultants for Structural Engineering, Historic Preservation, and Materials Testing.
2. ***Ability to Meet Timeframe*** – CA understands that much of the work will be performed during emergency and other time sensitive situations. CA is well positioned with our principal office in Hauppauge, New York, and sufficiently staffed to respond to the County's request within one business day.
3. ***Nassau County Experience*** – CA has a long history of working with Nassau County on many important projects. Most recently, CA has provided professional services at Milburn Creek Boat Basin and similar on-call contracts for construction management services for buildings. CA has also provided Professional Services for office building and restroom facility improvements at Battle Row Campground, Willow Pond drainage and environmental improvements, Nassau County Parks electrical and lighting improvements, and the Nassau County Juvenile Detention Center. Having worked together with NCDPW in the past CA is thoroughly familiar with the County's codes, standards, policies, and general design and operational philosophies.
4. ***Local Municipal Experience*** – In addition to working extensively with Nassau County, CA is accustomed to working with villages and townships in both Nassau and Suffolk Counties. We fully understand their administrative structure and governmental operations.
5. ***Local Preference*** – CA is a Professional Corporation licensed in the State of New York. CA is in compliance with local law and CA's work is generated at CA's principal office located in Hauppauge, New York. CA has been providing professional services throughout Nassau and Suffolk Counties since 1959.



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6. **Quality Control** – CA places great emphasis on producing work products that meet the highest standards of quality. From a technical prospective CA prepares reports that are fully “readable”, concise, and documented. All work products prepared for this assignment, including design drawings, inspection reports, construction documents, renderings and mapping will be done in accordance with established standards under the direction of licensed and experienced professionals.

OVERVIEW OF THE FIRM

CA is a Professional Corporation licensed in the State of New York. CA has been providing multi-disciplinary engineering, planning and environmental services to governmental and private clients since 1959. The firm offers a wide range of services including:

- Mechanical and electrical engineering
- Architectural design
- “Green Design, “ LEED Certification and LEED Commissioning Authority
- Civil and site engineering
- Building inspections and facility condition analyses
- Environmental site assessments and engineering
- Landscape Architecture
- Construction inspection
- Planning and land use analyses
- Environmental consulting and permitting
- Environmental Impact Analyses and EIS
- Construction management and scheduling
- Traffic and transportation engineering
- Project Labor Agreements (PLAs)
- Wastewater management and environmental engineering
- CADD and GIS services
- Stormwater engineering and management

CA is staffed with approximately 40 engineers, architects, geologists, inspectors, planners, environmental scientists, surveyors and other technical support personnel. With our office in Suffolk County, New York, CA is active throughout the eastern United States. The firm also provides surety services, inspections and other specialized services throughout the nation and Puerto Rico.

Our affiliate, Cashin Technical Services, Inc. (CTS) is a member of the U.S. Green Building Council (USGBC), and with CA provides its services as part of the USGBC’s Leadership in Energy and Environmental Design (LEED) certification process. CA’s LEED Accredited Professionals are currently administering and supporting the LEED certification process on several sustainable development projects on Long Island.

CA is a member of the Building Commissioning Association, providing Commissioning Authority services. CA’s professionals investigate and analyze building systems for new or existing buildings to determine the optimum system performance standards, according to standards required under the LEED Certification process. CA was also a Long Island Power Authority (LIPA) approved provider of Technical Assistance for the Commercial Construction Program. LIPA’s Commercial Construction Program provides financial incentives for construction projects including projects achieving LEED Certification. Technical assistance



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services included: Whole Building Energy Modeling, Energy Engineering, Green Building Assistance and Commissioning Services.

ON-CALL/TERM CONTRACT EXPERIENCE

CA has provided services on a “term contract” and “on-call” basis for numerous governmental clients, including NCDPW, and our staff is accustomed to providing efficient and timely responses to specific work orders as they arise. CA has completed numerous architectural and engineering design, site planning and construction inspection projects for municipal clients throughout the region through traditional contracts and as part of our On-Call and Term Contracts. These projects have included assignments for recreational facilities, office buildings, bathhouses, governmental housing, healthcare facilities, court facilities, correctional facilities, maintenance facilities, parks, roadways, waterfront structures, and other municipal facilities.

CA currently holds Architectural and Engineering Term Contracts with NCDPW, Suffolk County Department of Public Works, the New York State Office of Parks, Recreation and Historic Preservation, and several Towns and Villages throughout Long Island including the Towns of North Hempstead, Hempstead, Oyster Bay, and Brookhaven. These professional service contracts involve Architectural design as well as MEP Engineering design, Environmental Engineering, Civil Engineering and inspection work at various buildings and other facilities. Major recent tasks performed as part of our On-Call services include the Motorgate Garage Restoration and Good Shepherd Chapel HVAC Replacement projects on Roosevelt Island; Historic building restoration at Caumsett State Park, Building Conditions Assessments at Nissequogue River State Park and Jones Beach State Park; and Public Restroom Facilities at Montauk Point State Park.

CA also holds two “on-call” contracts with New York State Office of General Services; one for PLA analysis and implementation and one contract for code compliance reviews and inspections.

Nassau County On-Call Contracts include:

- Nassau County Department of Public Works - On-Call Building Inspection/Improvements Services
- Nassau County Department of Public Works - On-Call Highway Construction Inspection Services
- Nassau County Department of Public Works - On-Call Highway and Bridge Services
- Nassau County Department of Public Works - On-Call Civil / Site Engineering and Construction Management Services
- Nassau County Department of Public Works - On-Call Building Design Services
- Nassau County Department of Parks, Recreation and Museums - On-Call Technical Assistance with Compliance and Management of Piping Plovers at Nickerson Beach
- Nassau County Department of Public Works - On-Call Construction Management Services at County Facility Buildings – Building Construction Group
- Nassau County Department of Public Works - On-Call Civil Engineering and Site Development Design and Support Services



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CA's staff is both extensive and diverse, and we have sufficient technical expertise in the range of disciplines that may be required during the course of a project. Some additional representative term contract project experience includes:

- Avis Corporation, Garden City, NY - On-Call Contract for Environmental Engineering Assistance
- Battery Park City Authority - On-Call Owner's Representation and Engineering Services
- DASNY - On-Call PLA Services for Statewide Projects
- JP Morgan Chase Bank - Term Contract for Site Assessment and Environmental Consulting Services
- Long Island Power Authority/NationalGrid - On-Call LEED Services
- M&T Bank, Buffalo, NY - Term Contract for Environmental Assessment Services
- Natural Heritage Trust, Albany, NY - Term Contract for Master Planning and Environmental Services
- New York City Off-Track Betting Corporation - On-Call Engineering Services
- New York State Department of Transportation - Hazardous Waste Assessment and Remediation Design Services Term Agreement; Regions 8, 10, and 11
- New York State Department of Transportation – Backdrop Contract for CM Services – Region 10
- New York State Housing Trust Fund Corporation - Term Contract for Engineering, Architectural and Environmental Services for Housing Developments, Region 4 (NYC and Long Island)
- New York State Office of Parks, Recreation and Historical Preservation - Term Contract for Engineering, Environmental, Architectural Services for Long Island State Parks Region (7 consecutive term contracts)
- Port Authority of New York and New Jersey - On-Call Services Contract for Electrical Engineering
- Rockland County, NY - On-Call PLA and Drainage Engineering Services
- Roosevelt Island Operating Corporation - On-Call Architectural and Engineering Services
- Suffolk County Department of Energy and Environment, Real Estate Division - Term Contract for Environmental Site Assessment
- Suffolk County Department of Public Works - On-Call Engineering Services
- Suffolk County Department of Public Works - On-Call Wastewater Construction and Inspection Services
- Town of Brookhaven, NY - On-Call Term Contract Engineering, Architecture and Special Services
- Town of North Hempstead, NY - On-Call Engineering and Code Compliance Services
- Town of Oyster Bay, NY - On-Call Construction Management Services
- Town of Oyster Bay, NY - On-Call Electrical Engineering and Site Engineering Services
- Town of Oyster Bay, NY - On-Call Environmental/Engineering Services
- Town of Oyster Bay, NY - Term Contract for Environmental Engineering Services – Solid Waste Management
- United States Coast Guard - Term Contract for Electrical/Mechanical Services
- United States Department of Agriculture, Forest Service, Montgomery, AL - Term Contract for Architectural and Engineering Services
- United States Postal Service - Term Contract for Architectural Services
- Village of Islandia, NY - On-Call Engineering, Code Review and Environmental Services
- Village of Lake Grove, NY - On-Call Environmental Services, Engineering and Code Review



PROJECT APPROACH AND METHODOLOGY

2

CA has reviewed the Background Information of the RFP, and is prepared and qualified to provide the requested services. The proposed methodology given below is a general scope within which the specific services will be provided when requested by NCDPW.

CA will assist by providing Professional Services required for upkeep of NCDPW owned buildings and facilities. The assignments will require engineering services needed to keep the facilities operating in a safe, efficient and proper manner. As stated in the RFP, the assignments will typically include the following types of expertise:

- Architecture
- Engineering
- Structural Engineering
- Mechanical
- Electrical
- Landscape Architecture
- Environmental
- Survey
- "Green Design," LEED certification and LEED Commissioning Authority

ON-CALL AND TERM CONTRACT METHODOLOGY

CA is prepared to respond to a request for services under the on-call contract within 24 hours of the request, with appropriate technical personnel.

The methodology CA proposes to address its "On-Call" projects is designed to insure that the NCDPW receives prompt, effective, and professional services. CA will appoint Mr. Francis J. Cashin, III, P.E., as Principal-in-Charge for all assignments performed under this contract. Mr. Cashin will be responsible for internal quality control and ensuring that all of CA's engineering, architectural, technical, and support resources necessary for a particular assignment are made available when and where required to ensure the identified problems are assessed and their solutions developed as quickly as possible. Mr. Cashin will direct company resources so that staffing requests from NCDPW are satisfied expeditiously.

Reporting directly to Mr. Cashin will be one of CA's project managers for a particular assignment. Project managers will be assigned based on the technical requirements of the task order. CA's project managers are familiar with NCDPW facilities, as well as NCDPW construction standards and procedures. CA's project manager will serve as the major point of contact with NCDPW for "On-Call" assignments. Mr. Cashin will also be available as a point of contact.



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When NCDPW determines that services are required pursuant to the "On-Call" agreement, a NCDPW representative will notify Mr. Cashin of the nature of the assignment, its location and of any constraints that may exist for its completion.

Upon the NCDPW's acceptance of the scope of services, schedule, and cost estimate, CA will undertake the required services and complete them in a first class, timely, and professional manner. The above scope of services can be modified to accommodate specific requirements under this program.

QUALITY CONTROL PROGRAM

CA will utilize an established Quality Control Program for assignments completed under this contract for NCDPW. CA's internal quality control program helps to ensure the technical accuracy of our design work, the close coordination of the various technical disciplines involved, and the completion of assignments within schedule and budget. Corporate and project team organization is an integral factor in implementation of quality control.

CA is organized so that project teams are directed by licensed professional personnel who are also principals in the firm. This helps to ensure that our clients are provided responsive and effective service. CA's project managers utilize rigid procedures for technical quality control and schedule compliance. These procedures include accepted engineering practice, cross-checking of all technical work, and internal project review of work products prior to release to the client. CA's cost control program utilizes the company's in-house computer system to monitor weekly and monthly progress and costs. CA project managers review weekly reports on project manpower, cost and productivity. The program helps to ensure that projects must have technical, budgetary and scheduling requirements. CA's project organization and quality/cost control procedures have been used effectively on numerous projects for Federal, State and other governmental agencies. CA would perform all work for the NCDPW in accordance with our approved quality control program.

RESPONSIVENESS

CA has the technical resources and support staff needed to commit to this assignment. CA regards NCDPW as a client of great importance, and, as we have in the past, we will commit whatever resources are required to meet NCDPW requirements and schedules. Our track record under previous assignments for NCDPW demonstrates this commitment. Our depth of staff, comfortable balance in our work load, and wealth of experience allows us to provide highly qualified staff within the timeframes needed by NCDPW and, if needed, can respond quickly to emergency requests.



PROJECT EXPERIENCE AND QUALIFICATIONS

3

ARCHITECTURAL SERVICES AND ADA COMPLIANCE

CA's architectural staff has capabilities in all aspects of building rehabilitation and new building inspection design. CA has the distinct advantage that the firm has in-house capabilities in the range of disciplines required for building projects, including: architectural design; mechanical, electrical and structural engineering; site planning and civil engineering; zoning analyses and permit applications; and technical inspection. CA has state-of-the-art CADD systems in operation for use on building design and rehabilitation projects. CA's designs are in compliance with the latest local and state building and energy codes, and are in full compliance with the American's with Disabilities Act (ADA). Services provided include:

- Evaluation of existing building conditions
- Architectural design for renovated and new structures
- LEED design, certification and inspection
- Energy audits and conservation programs
- Review for compliance with codes and safety standards
- Development/implementation of asbestos abatement programs
- ADA compliance analysis and design
- Implementation of energy conservation measures
- Landscape and site design
- Site engineering and development
- Zoning analyses
- Preparation of permit applications
- Construction administration and inspection

Recent building rehabilitation and design projects have included public works buildings, municipal buildings, schools and universities, office buildings, health care facilities, housing complexes and industrial facilities. The firm has been responsible for the design and construction of specialized buildings and structures, such as solid waste disposal facilities, treatment plants, hazardous materials storage facilities, fire department buildings, telecommunication centers, and audiovisual systems/conference rooms. CA's architects have also provided architectural services for the restoration of historically significant buildings, and for LEED certification of government facilities.

Project examples follow on the next page.



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HALLOCK STATE PARK PRESERVE - PLANNING AND DESIGN OF NEW VISITOR'S CENTER AND PARK FACILITIES, JAMESPORT, NY

Client: NYS Office of Parks, Recreation & Historic Preservation / Natural Heritage Trust

Contact: Scott Fish, Regional Capital Facilities Manager II, 631-321-3533

CA completed design and specification documents for a new 3,800 sq ft visitor's center at Hallock State Park Preserve, a new 275 acre State Park in the Long Island region. The Visitor's center was designed to be visibly attractive and consistent with the surrounding natural areas, as well as energy efficient through the use of solar power, geothermal heating and state-of-the-art building materials. The building has community/classroom space, display areas, public bathrooms, maintenance/storage rooms and outside seating areas. CA has also prepared site design for the park including access roads, pathways, landscaping, drainage, lightings, signage and all site amenities. The park includes one mile of shoreline, extensive woodland, a freshwater pond, wetlands and frontage on Sound Avenue. This park had its grand opening in June 2017.



Completion Date: 2017

CA Project Manager: Gregory T. Greene, P.G.

Contact: Scott Fish, P.E., 631-321-3535

MILBURN CREEK BOAT BASIN, FREEPORT, NY

Client: Nassau County Department of Public Works

Contact: Rakhal Maitra, P.E., Deputy Commissioner, 516-571-9611

CA provided architectural, landscape architectural, civil and MEP engineering services for the restoration, design and build of the Milburn Creek Boat Basin located in Freeport, New York. The basin, floating docks, bulkhead, and plaza area were extensively damaged during Superstorm Sandy. CA provided a detail assessment of damage and repair needs not only focusing on the bulkhead and boat ramp but also addressed the need for drainage in the parking lot to prevent direct runoff from entering the creek. CA's design which included a pre-fabricated concession/restroom building, re-grading and reconfiguration of the parking and plaza areas to enable the County to provide a new amenity for its residents, such as a new boardwalk along the waterfront, as well as a display of low impact development processes. These include permeable asphalt to capture stormwater runoff in the parking lot and tree pits which also function as a unit to capture and drain runoff



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from the plaza. CA also incorporated a new lighting design for the park and trail, a kayak launch area, plaza space with a concession and restroom building and an open lawn area for picnicking along the water.

Completion Date: 2016

CA Project Manager: James Gladysz, P.E.

Contact: Robert Labaw, 516-571-6812

On-Call Contract for Design, Architectural/Engineering (“A/E”) and Construction Support Services for Flood Mitigation and Coastal Resiliency Projects

Client: Governor’s Office of Storm Recovery (GOSR)

CA holds a term contract with GOSR for engineering services required to implement GOSR projects for flood mitigation and water quality improvements in areas affected by Superstorm Sandy. “Green” design alternatives are being utilized to the extent practical. Goals of the project include flood mitigation, stormwater control and water quality benefits. Project funding is through HUD under the Federal Community Development Block Grant Program.

Engineering and Design Services for the Armory Building Modifications for Use as Justice Court & Police Headquarters

Client: Town of Riverhead

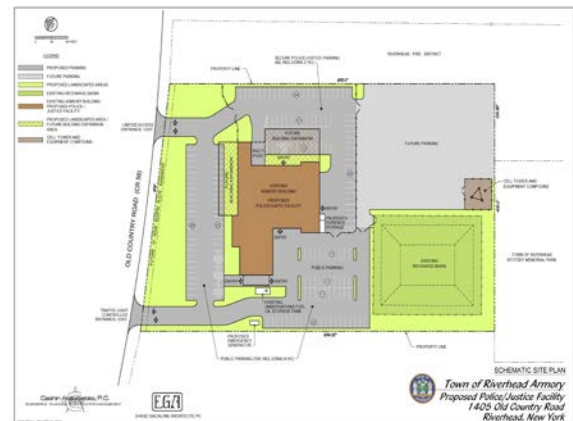
CA provided engineering/architectural services for the Armory Building and Site Modifications for use as a Town Police and Justice Court facility. The site is 5.7 acres with an existing 33,000SF existing building. In addition to modifying the building for an alternate use, the site re-designed to accommodate staff and visitor parking areas with approximately 200 parking spaces. Security fencing and ADA requirements was incorporated into the site plan to conform to all local, county and state requirements.

Project Fee: \$85k

Completion Date: 2015

CA Project Manager: Aldo Marletti, P.E.

Contact: Kenneth Testa, P.E., 631-727-3200



Neptune Converter Station Building – Design Review, Code Compliance Review and Inspection of Construction, Hicksville, NY

Client: New York State Office of Parks, Recreation & Historic Preservation

CA is acting as owner’s representatives for New York State Parks during the construction of the \$30 million Neptune Converter Station Project in Hicksville, NY. The converter station is a major component of a new high voltage regional electric supply line connecting New Jersey to Long Island via an underwater cable and AC/DC converter station at each terminus.



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ALVAN PETRUS PARK IMPROVEMENTS, PORT WASHINGTON, NY

Client: Town of North Hempstead Department of Public Works

CA recently developed a park design and construction documents for a new recreational facility in the Town of North Hempstead, providing landscape architectural, arboriculture, engineering and construction management service to develop a site plan addressing important site and community consideration. The site plan preserves and highlights natural amenities and site lines while manipulating the existing topography to create functional terraced areas. The gentle and rolling grassed slopes enable the park to be used for both active



and passive play, while the two bioretention ponds provide functional, educational and aesthetic services. Additional features in the new complex include a junior high school basketball court, handball courts, a nature-inspired interpretive playground, walking and jogging trails, multi-use grass field and pavilion and picnic area.

CA Project Manager: James Gladysz, P.E.

Contact: Paul DiMaria, P.E., 516-739-6721

Jones Beach State Park – Trump on the Ocean, Nassau County, NY

Client: New York State Office of Parks, Recreation & Historic Preservation

CA is assisting New York State Office of Parks, Recreation & Historic Preservation with review of a major reconstruction at Jones Beach – Trump on the Ocean. CA is providing design review, code compliance review and construction inspection on behalf of the State for the \$45 million project.

Nassau County Social Services Building Upgrade, Mineola, NY

Client: Nassau County Department of Public Works

Engineering and architectural design services for improvements to a 3-story, 240,000 sq. foot municipal office building. Included in the design services is major occupancy planning for the Social Services Department. Improvements involved comprehensive interior reconstruction including interior layout, HVAC system, electrical and alarm systems, and communications. Asbestos abatement was a major component of the work. The project also included work on building exterior, site work for drainage improvements and ADA access.

Code Compliance Review and Inspections

Client: New York State Office of General Services

CA is currently providing plan review and construction inspection services under a 5 year professional services agreement with the New York State Office of General Services.

Most recently CA completed plan reviews for a new MRI facility at the New York State Psychiatric Institute, located at the Columbia University Medical Center in the Washington Heights. CA reviewed proposed plans of the facility for compliance with all applicable sections of the International Building, Fire, Plumbing, Fuel Gas Code, Energy Conservation, Property Maintenance, and the National Electrical Codes.

CA's plan review comments were incorporated into the final design documents, and the project is under construction. CA is currently providing inspection and construction phase service for the project.



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Nassau County - Architectural & Engineering Design Services for Fire Service Academy Burn Buildings “C” & “D”, Capital Project Number 72490, RFP Number PW-B7249004D

Client: Nassau County Department of Public Works

CA provided design and design related construction administration services for the replacement of two (2) Burn Buildings at Nassau County Fire Service Academy, 300 Winding Road, Old Bethpage, New York. The project included the demolition of the existing Burn Buildings “C” & “D” and related existing site improvements, the construction of two (2) new Burn Buildings within the footprint area of the existing structures, renovation of the existing storm water disposal system as required to accommodate the proposed buildings and new related site improvements such as asphalt paving repairs, concrete walks, steps, etc. and miscellaneous general construction.

Project Fee: \$175k

Completion Date: 2013

CA Project Manager: Joseph Iannucci, R.A.

Contact: Rakhal Maitra, P.E., Deputy Commissioner, 516-571-9611



BATTLE ROW CAMPGROUND, ADMINISTRATION BUILDING, OLD BETHPAGE, NY

Client: Nassau County Department of Public Works

Contact: Rakhal Maitra, P.E., Deputy Commissioner, 516-571-9611

CA provided professional engineering, architecture, environmental, and construction management services for the replacement of an existing administration building with a new pre-engineered building at the Battle Row Campground in Old Bethpage. The design conformed to the Building Code of New York State and ADA accessibility guidelines. The building included an administrative office area with a kitchenette, large public restrooms and a storage room. CA provided construction management services to oversee the construction contract. Construction Management/Owner’s Representative services included conducting meetings, construction inspection, scheduling and project accounting.

Completion Date: 2011

Project Cost: \$360K, CA Fee: \$65K

CA Project Manager: James Gladysz, P.E.

Client Contact: Brian Schneider, 516-571-7521



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Hallock State Park Master Plan and Design, Jamesport, NY

Client: NYS Office of Parks, Recreation & Historic Preservation / Natural Heritage Trust

CA assisted the New York State Office of Parks with a comprehensive environmental analysis, master plan and design elements for this new 275-acre park. The plan included an evaluation of ecological, physical and historical resources of the undeveloped property, which included woodlands, Long Island Sound shoreline and the relatively pristine Hallock Pond, as well as extensive formerly disturbed areas affected by farming and sand mining. CA's work included assisting with future access, preservation of natural habitats, and identifying future suitable park uses. As part of the implementation of the comprehensive plan, CA prepared design and construction documents for a park parking areas, access/egress roads and pedestrian pathways throughout the park. The park contained facilities for a nature center, beach access, trails, informational kiosks, and other low intensity recreational activities. CA's work included assisting with development of a management plan for existing invasive species – upland, wetland and aquatic species that may be present. CA completed a biological inventory to identify the type and extent of invasive species in preparation for development of the management plan.

Completion Date: 2015

CA Project Manager: Gregory Greene

Client Contact: Scott Fish, P.E., (631) 669-1000



Marshall Field Garage Building – Slate Roof Restoration at Caumsett Historic State Park, Lloyd Neck, NY

Client: New York State Office of Parks, Recreation & Historic Preservation

CA was retained to assess the condition of the slate roof on the Marshall Field Garage Building. The assessment included site inspection of the roofing system including the structure system, and recommendations for repair and/or replacement of the roof components. CA's task also included recommendations and design options to ensure that historical preservation is maintained. Budget estimates to perform the roof restoration were developed.

Estimated construction costs were inline with the actual amount bid. Salvage and re-use of all construction materials in good condition are being performed to assist in historic preservation. Based on the evaluation, CA has prepared detailed plans and specifications for bidding purposes for the roof system restoration work. Asbestos testing of roof materials and preparation of abatement documents were also included in the project.

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CA has provided independent oversight of the asbestos abatement work and construction activity being performed by contractors, on behalf of State Parks to ensure quality of the installation.

Project Fee: \$1.2M, CA Fee: \$100K

Completion Date: 2010

CA Project Manager: Joseph Iannucci, R.A.

Client Contact: Scott Fish, P.E., (631) 669-1000

Police Activity League, Building Renovation and Stormwater Drainage Improvement Project, New Hyde Park, NY

Client: Town of North Hempstead

CA assessed flooding conditions at the New Hyde Park Police Activity League Building (NHP PAL) located at 375 Denton Avenue. There were two instances of flooding occurring within the building. The first event occurred in October of 2005. The second event occurred in July of 2007. CA has prepared this report which identifies and defines deficiencies of the existing drainage system in the project area, presents a hydrologic analysis of the project area, recommends improvements addressing the identified deficiencies and provides a preliminary construction cost estimate for the recommended improvements.

Design Completed: 2010

Construction Cost: \$119,000

CA Project Manager: Joseph Iannucci, R.A.

Contact: Paul DiMaria, P.E., Commissioner, 516-739-6721

Montauk Point State Park - Completion of Design Documents and Specifications for New Comfort Station

Client: New York State Office of Parks, Recreation & Historic Preservation

CA prepared design documents for a new comfort station at Montauk Point State Park based on preliminary drawings provided by NYSOPRHP. The MEP design was also part of this task. Tasks included: Completion of architectural and site design drawings based on preliminary drawings provided by the State; Review of preliminary design prepared by NYSOPRHP to identify recommended changes/improvements; Preparation of contract documents and specifications for new comfort station.

Project Fee: \$75K

Completion Date: 2010

CA Project Manager: Joseph Iannucci, R.A.

Client Contact: Scott Fish, P.E., 631-321-3533

Multi-Purpose Recycling Facility - Process Building Roof Replacement and Miscellaneous Repairs

Client: Islip Resource Recovery Agency

CA developed construction documents for the replacement of the existing 11,000 s.f. metal roof system and related items. The project included the removal and reinstallation of all roof mounted HVAC equipment and related items. The project also included the removal and replacement of a built-in gutter system. CA provided construction phase services to monitor construction activity and maintain overall control of schedule, cost and quality of work. During the design phase, CA explored several design options for the roof replacement including the option of placing a new metal roof over the existing metal roof. This option would



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cause the least amount of down time for the building's operation. Unfortunately this option was not available to the nature of the structure design, therefore a replacement roof was specified.

Project Fee: \$175K, CA Fee: \$63K

Completion Date: 2010 (construction)

CA Project Manager: Joseph Iannucci, R.A.

Client Contact: Anthony Varrichio, P.E., Chief Engineer, 631-224-5644

Memorial Recreation Facility, Islandia, NY

Client: Village of Islandia

CA serves as Village Engineer/Architect for the Village of Islandia. This assignment is for the re-design of an existing park complex. The new complex will include Little League and softball fields, dug-out facilities, restroom facilities, jogging path, field and site lighting, lawn irrigation system and related park items. Construction budget estimates are currently \$1.20 million. CA prepared and provided detailed plans and specifications, bidding services and construction inspection to ensure overall quality of the installation.

Project Fee: \$1.2 million

Completion Date: 2012

CA Project Manager: Joseph Iannucci, R.A.

Client Contact: Honorable Allan Dorman, Mayor, 631-348-1133



MECHANICAL/ELECTRICAL/PLUMBING (MEP) ENGINEERING SERVICES

CA's electrical and mechanical engineers, inspectors and technicians provide a wide range of services in design and inspection. The firm can provide services for all project phases including initial planning, preliminary/final design, preparation of specifications and contract documents, and construction inspection. CA provides these services for both the design of new facilities and the modification of existing facilities. CA's design services include:

- HVAC systems
- Interior and exterior lighting
- Boilers and heating systems
- Energy conservation measures
- Fire detection and protection equipment
- Building and site security and surveillance systems
- Plumbing/piping facilities
- Telecommunications equipment inspection and upgrade
- Street, parking lot and pathway lighting
- Sports and field lighting
- Power supply and utility connections
- Megger testing and other electrical analyses
- Electronic equipment and control systems
- Utility installation and relocation
- Power generation facilities
- Wastewater treatment plants

CA has extensive MEP engineering experience in facilities that were required to remain occupied and operational during construction. Some examples of our firm experience include:

Installation of Permanent Generator for the Meadowmere Park Fire Department

Client: Town of Hempstead

Project Cost: \$500K

Completion Date: August 2018

The goal of this project is to purchase and install a generator and all appurtenances, enclosure, controls/control panels, and fuel sources; all of which need to be protected (**so as to be available during power outages and/or flood events**) for the Meadowmere Park Fire Department. The TOH applied for a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR). CA assisted in the preparation of the CDBG-DR application for funding which included preparation of cost estimates, scope narratives, maps, exhibits, etc. After approval of the application, CA designed the improvements which included one diesel generator on an elevated platform above the FEMA base flood elevation. CA received a Variance from NYS Department of State for distance of the diesel tank to the property line, HUD's approval for Acceptable Separation Distance (ASD) for the diesel tank, DASNY approval, Nassau County Health Department tank permit and Building department



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permit. The project has been bid and awarded. CA and its W/MBE sub consultants will be providing construction administration and management services.

Installation of Permanent Generator for the Village of Amityville Fire Department, Village of Amityville, NY

Client: Village of Amityville

The goal of this project is to purchase and install a generator and all appurtenances, enclosure, controls/control panels, and fuel sources; all of which need to be protected (**so as to be available during power outages and/or flood events**) for the Village of Amityville Fire Department. The VOA applied for a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant–Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor’s Office of Storm Recovery (GOSR). CA along its W/MBE and sect 3 sub consultants will be providing front end bidding documents, cost estimates, bid services, construction administration and inspection services. The technical specifications and drawings for this project were designed by others.

Energy Efficiency Street Lighting Improvements, Town of Oyster Bay Lighting District

Client: Town of Oyster Bay Department of Public Works

CA prepared bid documents for the purchase and installation specifications for the replacement of older street lighting with new LED luminaires. The new systems offer substantial improvement in efficiency because they have significantly longer life, substantially less energy use, and reduced maintenance needs, while providing better light quality and distribution and traffic safety. .

Highway Lighting Improvements on State and Town Roads - Project Management, Oyster Bay, NY

Client: Town of Oyster Bay Department of Public Works

CA provided engineering and inspection services for upgrade/replacement of street lighting on Town and State roads, with modern, high efficiency lights. CA was responsible for managing eight (8) separate contracts for the installation of approximately 18,000 new lights. CA performed a complete review of the operations of the Town's street lighting system for the Public Lighting Bureau including light sources, luminaires, PEC's, posts and poles, and bracket arms to assure continued use of the most efficient and cost-effective equipment and to plan for the long-term future needs of the Bureau. Follow-up work included design and inspection for all eight phases of the lighting improvement program.

Highway Lighting Improvements on State and Town Roads - Project Management, North Hempstead

Client: Town of North Hempstead

CA provided engineering and inspection services for the upgrade and replacement of street lighting on Town and State roads, with modern, high efficiency lights. CA was responsible for managing contracts for the installation of approximately 12,000 new lights. CA prepared contract work orders, monitored the contractor’s performance and affected utility billing charges.

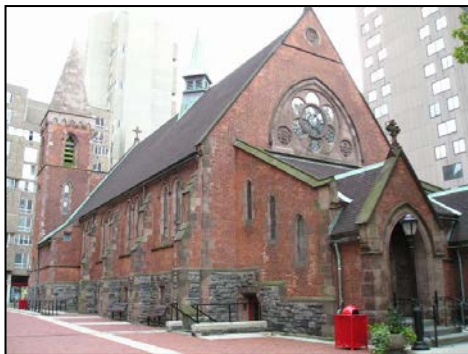


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Hicksville LIRR Parking Facility Repair Project

Client: Town of Oyster Bay – Department of Public Works

The Hicksville Parking Garage Facility provides parking at the Hicksville LIRR train station for over 1,400 vehicles. It is a four (4) level, 500,000 square foot structure with three (3) levels above grade. It includes elevators, mechanical, plumbing, electrical, fire protection and carbon monoxide detection systems. Due to structural, waterproofing, electrical, floor drain, corrosion and other defects, Cashin Associates, P.C. (CA) provided cost analysis, Project Labor Agreement, site safety, scheduling and submission monitoring and construction inspection services for this fast track project on behalf of the owner, the Town of Oyster Bay. The project was completed in December 2018 on schedule and the cost of the project was approximately \$15 million.



Good Sheppard Chapel MEP Improvements Roosevelt Island, NY

CA prepared the design for improvements to interior components and HVAC replacement in the Good Shepherd Chapel, a registered historic structure located on Roosevelt Island, New York. The existing system consisted of a water-cooled air handler and cooling tower located within the bell tower of the Chapel. CA's design included removal of equipment and severely corroded plumbing and electrical utilities within the bell tower, and installation of new air handlers in the bell tower and basement with an outdoor condenser. A new gas service was brought to the building for the

condensing boiler. As part of the design CA worked with the Landmarks Preservation Commission to protect the structure while the necessary upgrades were implemented. Other design by CA included upgrade of the fire suppression system and reconstruction of the exterior plaza area.

Project Cost: \$500k (Estimated) (CA Design Fee \$75k)

Completion Date: 2011 (Design), 2012 (Construction)

CA Project Manager: James Gladysz, P.E.

Client Contact: Thomas Turcic, Director of Engineering, 212-832-4533



Utility Center Upgrade for Jackson Memorial Hospital, Miami, Florida

Client: Jackson Memorial Hospital

CA provided MEP services for a major rehabilitation of the Utility Center for the hospital complex. The work included installation of two 2-megawatt dual fuel generators, controls, ventilation, electrical service connections, structural improvements, fuel storage tank upgrades, and site/building modifications. The \$2.3 million project is a major component of the hospital's modernization program.

Project Cost: \$2.3M, CA Design Fee \$160K

Completion Date: 2010 (est.)

CA Project Manager: James Feeney, P.E.

Client Contact: Douglas Rodriguez, P.E., 305-585-1302

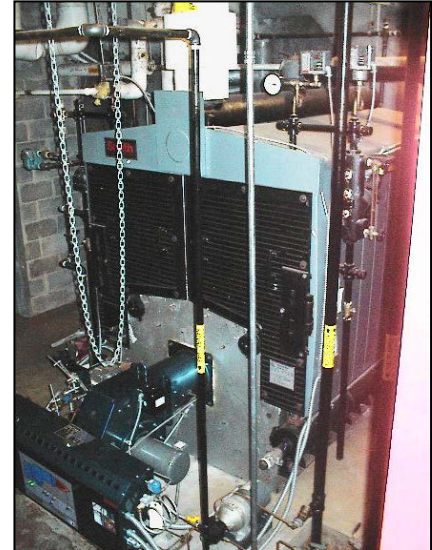


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Bayport-Blue Point School District

Client: Bayport-Blue Point School District

The Bayport-Blue Point School District serves approximately 2400 students within the halls of their three elementary schools, middle school, and high school: Bayport-Blue Point High School, James Wilson Young Middle School, Academy Street Elementary School, Blue Point Elementary School, Sylvan Ave Elementary School. Various scheduling and logistical challenges included the fact that some of the work took place during the school day and buildings were active and occupied during construction. Work that could not take place during the summer or during vacations was phased, scheduled, and performed to minimally impact students, faculty, and the surrounding community. SED requirements were adhered to, as there were multiple prime contractors with multiple subcontractors. Work items included extensive MEP work: several boiler replacements; heat exchangers, pumps, plumbing, electrical, fire alarm, and security upgrades; new boys' and girls' locker rooms and bathrooms; radiant floor heating; and installation of SMARTBoard technology throughout the district. The work took place as part of a district-wide addition, demolition, and renovation program that included new cafeterias, gymnasiums, elevators, indoor air handlers, rooftop equipment, transportation building, concession stands, classrooms, and libraries, at each of the schools. The James Wilson Young Gymnasium addition serves as an emergency shelter. Emergency power for the equipment was provided via the existing generator and new UPS for the lighting. All MEP installations were designed and installed in accordance with the Seismic requirements of the NYS Building Code for this type of facility.



Project Cost: \$30M, CA Design Fee: \$25K to date

Completion Date: 2012

CA Project Manager: James Meurer, P.E.

Client Contact: Jerry Doroski, 631-472-7816



Connetquot Central School District, Bohemia and Ronkonkoma, NY

Client: Connetquot Central School District

Connetquot Central School District is known for its exceptional academic prowess. Serving the academic needs of over 7,000 students, it is comprised of eleven schools: seven elementary schools; one alternative preschool; two middle schools; and one senior high school. A new outdoor standby generator with a 1000 gallon under belly fuel oil tank was installed at the high school last year to replace the old indoor one. The new tank and alarms was designed to meet the requirements of the Suffolk County Department of Health. Current project objectives included extensive mechanical / electrical objectives at two of the schools: Connetquot High School (serving approximately 2,000 students) and Oakdale – Bohemia Middle School (serving approximately 880 students). Work items included new dust collection systems for the woodworking



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classrooms, new acid waste neutralization systems for the science labs, upgraded security and electrical systems, and new access control throughout the building.

Project Cost: \$1.5M, CA Design Fee: \$65K to date

Completion Date: 2010

CA Project Manager: James Feeney, P.E.

Client Contact: Bob Hochstein, 631-244-2212

Stony Brook University – East Cooling Tower Removal

Client: State University of New York at Stony Brook

CA provided engineering and construction management services for removal of the East Cooling Towers. Design documents included MEP disconnection and hazardous materials remediation based on a comprehensive and detailed environmental inspection of the facilities to be affected by tower removal and demolition activities. A unique environmental issue associated with cooling tower work is the possible presence of microbial contaminants such as bacterial growth including Legionella.

Completion Date: 2011

Cost: \$1.5M

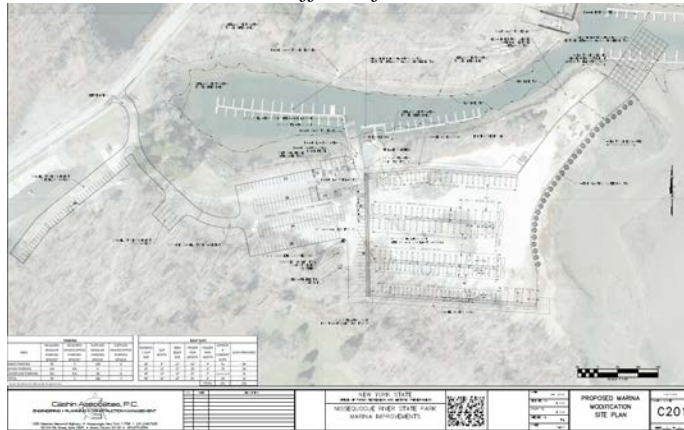
Project Manager: James Meurer, P.E.

Contact: Kevin Rooney, 631-632-6222



Nissequogue River Marina Design

Client: New York State Office of Parks, Recreation and Historic Preservation



CA is providing engineering, design and environmental services for the construction of a new 256 slip marina in Nissequogue River State Park. The state-of-the-art marina will include floating docks for boat dockage, ADA compliant access, boat sanitary pump-out facility and parking. Associated work includes the upgrade of an existing boat ramp for use by kayaks, paddleboards and canoes, and extensive wetland restoration in the former marina areas which will be restored to a natural condition. A comfort station and dock master's office will also be added to the facility. Electric and water utilities will be supplied to all floating docks as well as security lighting for new parking field.



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Suffolk County's Fourth Precinct Police Department*Client: Suffolk County Department of Public Works*

CA provided construction management services for the construction Suffolk County's first LEED certified building to service the fourth precinct jurisdiction. This new construction took place in the same county complex that houses the building currently serving the needs of the Suffolk County Police Department where operations continue 24 hours a day, seven days a week. The new, two-story building included approximately 35,000 g.s.f. over a full basement and 150-space parking lot. Public and common areas, as well as areas used for processing and incarceration, were designed and constructed to withstand heavy use as the building will be occupied and operational 24 hours a day, seven days a week. CA ensured that holding cells are being



constructed in accordance with New York State Commission of Correction requirements. As construction manager, CA oversaw the commissioning of all mechanical systems which provide data that may be used to confirm the mechanical systems efficiencies required to achieve the required points that contribute to the overall LEED score. Pre-construction responsibilities included constructability / value engineering review as well as the preparation and review of cost estimates. CA also provided bid assistance by interviewing prospective bidders and coordinating the pre-construction conference. CA reviewed project data to determine whether a Project Labor Agreement (PLA) would be beneficial. CA negotiated a PLA with the local trade unions for this project. This project was completed in 2010 and CA's responsibilities include full-time administrative services and construction oversight.

Completion Date: 2010

Project Manager: Aldo Marletti, P.E.

Contact: Gilbert Anderson, P.E., Commissioner, 631-852-4010

Cost: \$15M

Replace Plate & Frame Exchangers - SUNY at Stony Brook West Campus*Client: State University of New York at Stony Brook*

The Stony Brook Campus West Plant provides central cooling services to the University's academic and non-academic buildings on the Main Campus. The central chilled water system water quality has been a major issue. The primary focus of CA's design effort is to provide Plate and Frame Heat Exchangers and Pumps to provide secondary polypropylene glycol systems to isolate five buildings from the central chilled water plant. Determination of the existing conditions, phasing of the installation while maintaining all central utility services to the campus and ease of maintenance are key elements of CA's design. The design documents will include hazardous materials remediation based on a comprehensive and detailed environmental inspection of the facilities to be affected by heat exchanger installation and demolition activities.

Completion Date: 2014

Project Manager: James Meurer, P.E.

Contact: Kevin Rooney, 631-632-6222

Cost: \$1.5M



CONSTRUCTION MANAGEMENT & SUPERVISION SERVICES

CA assists clients by providing construction management services including pre-construction value engineering, constructability reviews, independent cost estimating, PLA analyses and negotiations and contractor responsibility services. During construction, CA provides resident engineering, MEP and civil inspections, commissioning, PLA administration, comprehensive contract administration, and management services. CA's services can range from full-time resident inspection, construction management, and LEED commissioning to part-time inspection and administration, depending on the particular needs of the client.

CA's licensed engineers, architects and inspectors are experienced in major public works projects including building construction and renovations, major highway improvements, solid waste disposal facilities, wastewater treatment facilities, parks (including design and construction of sports lighting) and site development/revitalization. The scope of services provided to clients by CA's inspection staff includes:

- Analyses, Negotiations and Implementation of Project Labor Agreements (PLA's)
- Assistance in preparation of bid and contract documents
- Certification of partial and final payments
- Constructability review during design
- Construction claims analysis , negotiation and settlement
- Construction loan monitoring and inspection
- Construction staging assistance
- Contract administration including document control
- CPM Scheduling
- Detailed cost estimating
- Development and implementation of construction site health and safety plans
- Evaluation and conformance of bid submittals
- Evaluation of change orders
- Evaluation of existing building and site conditions
- Field testing and monitoring
- Monitoring of compliance with environmental permits
- Monitoring of project costs and schedules
- On-site inspection of work quality and adherence to plans
- Representation at pre-construction meetings
- Review of compliance with building and safety codes
- Review of plans and contract documents
- Value engineering

CA has provided construction management services for such projects as: Suffolk County Sewer District No. 1; Suffolk County Sewer District No. 3; Suffolk County Sewer District No. 18; Westchester County New Rochelle Wastewater Treatment Plant; Dormitory Rehabilitation at SUNY Stony Brook; Irish Hunger Memorial for Battery Park City Authority; the new Health and Technology Complex for Suffolk Community College; building construction for Suffolk County Department of Public Works including the Fourth Precinct,



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Supreme Courthouse, Yaphank, Maximum Security Facility, and wastewater management facilities; the Suffolk County Skilled Nursing Care Facility; renovation of two police department buildings; Long Island MacArthur Airport Terminal expansion and the retrofit of air pollution control systems at the 750 ton per day Solid Waste Resource Recovery Facility or the Town of Islip; major NYSDOT building, highway and bridge reconstruction projects; water supply and utility installations; roadway reconstruction projects; municipal building renovations and new construction; power generation facilities; wastewater and solid waste management facilities; and waterway dredging projects.

See below for a few representative projects:

On-Call Construction Management Services for the Building Construction Group

Client: Nassau County Department of Public Works

Contact: 516-571-6814

Completion: 2009-2016

The services provided consist of “On-Call” Construction Management Services for the County’s Building Construction Group including the furnishing of resident engineers, construction inspectors, scheduling services, cost estimating services, field survey services, evaluation of contractor claims, pre-bid constructability reviews, and construction related engineering services. Projects involved improvements and renovations to Nassau County buildings, parks and infrastructure. Projects to date include:

- Outdoor lighting at parks and ballfields;
- Fire protection system at the Glen Cove Holocaust Museum;
- Kitchen facility improvements at the Nassau County Jail in East Meadow,
- Installation of RPZ valves at County buildings
- Grading, irrigation and installation of artificial turf at athletic fields.

Eisenhower Park Renovations to Six Multi-Purpose Fields, East Meadow, NY

CA provided construction management, site engineering, grading and drainage designs for the reconfiguration of six multi-purpose fields at Eisenhower Park. The scope of work included: stormwater management for below grade capture of runoff from artificial turf areas, re-grading of fields, fencing walkways, handicapp access, lighting, irrigation and water supply. On a similar project, CA provided design and construction oversight for ADA access to a new softball field built for use by the disabled.

New York State Office of Parks Recreation and Historic Preservation - Term Contracts for Construction Management Services

Client: New York State Office of Parks, Recreation & Historic Preservation

CA has recently been awarded the on-call term contract for the duration of 2019-2022. During this contract CA will be responsible for in all phases of construction contract administration throughout Long Island.

Renovations for West Bathhouse at Jones Beach State Park

Client: New York State Office of Parks, Recreation & Historic Preservation

Cashin Associates, P.C. is currently providing construction inspection and management at the West Bathhouse located at Jones Beach State Park. The scope of the project is to renovate and reconstruct the 2nd floor of the West Bathhouse at Jones Beach State Park. The project consists of: removing and restoring interior finishes



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such as terrazzo floor, plaster walls, wainscot, trim, moldings, decorative pilasters, new electrical panels, light fixtures, etc. This project also includes installation of new rooftop HVAC equipment, ductwork, controls, diffusers, and other equipment, as well as plumbing fixtures, piping, water heaters, sinks, faucets etc. Interior finish renovations include restorations of marble, ceramic tile and painting.

Construction Management and PLA for Multi-Purpose Health Technology Building for DASNY

Construction management and scheduling for design of 225,000 sq. ft. health technology building, with an estimated construction cost of \$55 million. The facility is a major part of the Colleges' ongoing improvement and expansion program. CA prepared an evaluation of the applicability of a PLA for this project, and assisted in the negotiation and preparation of a



PLA. In a following assignment, CA provided construction management services, performing general conditions work as a construction trades employer including employment of the teamster, master mechanic and Local 66 Laborers, monitoring and ensuring compliance with site safety, monitoring compliance and enforcement of the PLA, and CPM scheduling. CA is performing these services under contract with the Dormitory Authority of the State of New York.

Construction Cost: \$55M

Client: Dormitory Authority of the State of New York

Construction Management Services and PLA for Renovations/Additions to First and Second Precincts

Construction management services for major renovations and additions to two police precinct buildings in Babylon and Huntington. CA's responsibilities included development, negotiation and implementation of a project labor agreement (PLA) on behalf of the County, evaluation of bids and bidders, and construction phase services. Project was done under Wicks Law requirements. The PLA has proven to be effective at expeditiously resolution at labor disputes without interrupting job progress. The project was completed, Unions and Union Contractors satisfied with the PLA process. CA had a field engineer on-site during construction.

Construction Cost: \$12M

Client: Suffolk County Department of Public Works

Nassau County Juvenile Detention Center, Professional Construction Management Services for Renovation, Westbury, NY - CP22016

Client: Nassau County Department of Public Works

CA provided construction management services for the \$10M renovation of the existing facility. Services include constructability, value engineering and building code compliance review, and preparation and review of cost estimates.



BUILDING CONDITION SURVEYS AND SITE INSPECTION

An evaluation of existing building conditions is often a prerequisite to facility acquisition, rehabilitation or alteration. CA develops, upon request, estimated costs to address Immediate Needs, Deferred Maintenance Concerns and Capital Improvement Projections for buildings of all types. CA's building inspection staff can address the structural, civil, mechanical, environmental, and other engineering aspects of the condition of all types of commercial, industrial, residential and recreational buildings. The building condition assessments are prepared in conformance with ASTM Standard E 2018 Property Condition Assessments: Baseline Property Condition Assessment Process. These studies can include:

- Structural integrity of frame and shell
- Building layout and multiple-use considerations
- Condition of HVAC, mechanical and electrical facilities
- Fuel tank inspection, permitting, and testing services
- Availability of utility supplies
- Americans with Disabilities Act (ADA) compliance inspections
- Safety and building code compliance
- Presence of hazardous wastes or dangerous conditions
- Field inspection for asbestos, PCB-contaminated transformers, and other hazardous materials
- Building energy audits
- Site conditions, such as access, parking and drainage
- Operation and maintenance considerations

CA has provided these services to many municipal and private clients throughout the region. Several representative projects include the following:

Property Surveys

Client: Town of Hempstead, Department of Buildings

CA is currently under contract with the Town of Hempstead, Department of Building to perform residential building inspections to determine structural and habitual conditions as rewarded and requested by Town Code. Upon a detailed inspection CA prepares a survey report with photographic log to document conditions. To date CA has completed over 80 residential building inspections for the Town.

Pre-demolition ACM and Condemnation Surveys for Residential and Commercial Buildings

Client: Town of Brookhaven

CA has performed pre-demolition asbestos surveys for numerous buildings in the Town of Brookhaven. The work has included abandoned and deteriorated commercial and residential buildings throughout the Town. CA has also prepared pre-demolition structural inspections and reports as part of the Town's condemnation procedures.



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Property Condition Surveys and Environmental Assessments for Multi-Unit Residential and Commercial Buildings, New York Metropolitan Region

Client: People's United Bank

CA provides property condition surveys and environmental assessments of residential (primarily multi-unit apartment buildings) and commercial buildings in support of the bank's commercial loan activities. Property condition surveys include a detailed site inspection of building interior and exterior, and preparation of a report on observed physical conditions, immediate and replacement reserve costs, text and photographic documentation. Residential properties are typically apartment buildings that range 5 - 150 units.

Commercial/Residential Buildings - Engineering and Environmental Inspections

Client: JP Morgan Chase, NY

Building condition/needs assessment inspections, environmental site assessments (Phase I and II), environmental compliance reviews of commercial, industrial, retail, and multi-unit residential buildings to assess condition, needed repairs and code compliance, and environmental conditions. The building condition assessments are prepared in conformance with ASTM Standard E 2018 Property Condition Assessments: Baseline Property Condition Assessment Process. The Phase I assessments are prepared in full accordance with ASTM Standard E 1527-00 and Chase environmental requirements. Recent sites have included high-rise apartment buildings, office complexes, shopping centers, and industrial sites throughout the eastern United States, including Florida. CA has adapted thousands of property condition assessments over the past 20 years.

Phase I and II Environmental Site Assessments

Client: Town of Oyster Bay, NY

CA provides Phase I Environmental Site Assessments and follow-up Phase II Investigations for properties proposed for transfer to and from Town ownership. CA has supervised remediation work on behalf of the Town, including asbestos/lead paint abatement, tank removal, soil remediation, disposal of hazardous and non-hazardous wastes, and elimination of health/safety issues. Properties have included residential sites, marinas, commercial facilities and vacant land.

Post Superstorm Sandy Housing Inspection and Assessment

Client: TL Wallace and Dormitory Authority of the State of New York

In the aftermath of Superstorm Sandy as part of the Recreate NY program, CA contracted with TL Wallace to provide detailed damage assessments and repair/replacement cost estimates for residences and other structures. Under the auspices of DASNY, the CA/Wallace team, along with other similar teams, performed inspections and cost estimates for a large number of properties damaged by Superstorm Sandy within an expedited time frame. Specific services relating to this assignment included scheduling inspections with homeowners, interviewing homeowners regarding the extent of damage, documenting damage with photographs, site and building dimension sketches and a tabulation of damage. Following the site inspection, CA's inspector prepared estimated cost of repairs for input into the Xactimate program designated by DASNY for use on this assignment.

CA Project Manager: Aldo Marletti, P.E.

Client Contact: Ron Smith, (228)223-4648



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Jones Beach Damage Assessment and Reconstruction

Client: New York State Office of Parks, Recreation and Historic Preservation



Before: Jones Beach Boardwalk



After: Jones Beach Boardwalk

CA provided field engineering and construction management services for reconstruction of the east and west boardwalk, Central Mall and related infrastructure at Jones Beach State Park to repair extensive damage from Hurricane Sandy. This project was completed with an expedite schedule, to re-open the park for Memorial Day 2013, only 6 months after Superstorm Sandy.

Completion Date: 2014

CA Project Manager: Thomas LaGuardia, P.E.

Client Contact: Scott Fish, P.E., (631) 669-1000

Storm Damage Assessment and Restoration for Robert Moses State Park

Client: New York State Office of Parks, Recreation and Historic Preservation

CA conducted extensive damage assessments and identified restoration needs for Robert Moses State Park following the extensive damage from Hurricane Sandy. CA's work included field damage assessments, beach restoration design, coordination with regulatory agencies, and permit application preparation, for over \$20 million in repair work. CA also assisted in the documentation required for reimbursement under FEMA and Community Block Grant (CBG) programs, under the New York Rising initiatives.

Completion Date: 2015

CA Project Manager: Gregory Greene

Client Contact: Scott Fish, P.E., (631) 669-1000

Storm Damage Assessment and Feasibility Study for Caumsett Historic State Park, Lloyd Harbor, NY

Client: New York State Office of Parks, Recreation and Historic Preservation

Following Hurricane Sandy, CA conducted field assessments of storm damage and identified restoration and repair alternatives. Damage occurred along the historic Plank Road area and in environmentally sensitive areas. Restoration alternatives had to be consistent with environmental regulatory requirements and New York State Historic preservation requirements.

Completion Date: 2015

CA Project Manager: Gregory Greene

Client Contact: Scott Fish, P.E., (631) 669-1000



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Storm Damage Debris Inventory for Coastal Embayment, Town of Oyster Bay

Client: Town of Oyster Bay

CA performed an inventory and assessment of storm damage debris located in the water and along the shoreline of South Oyster Bay, Oyster Bay Harbor, Cold Spring Harbor and Hempstead Harbor for the Town following Superstorm Sandy. The inventory was performed to identify remediation needed to



mitigate the impact to ecological resources, navigation, public safety and aesthetics. The debris inventory identified major items including sunken boats, dislocated piers and docks, and various other objects displaced

from shoreline residences, businesses and parks. Photographic log and GPS locations were recorded for major items.

Completion Date: 2015

CA Project Manager: Gregory T. Greene

Client Contact: Neil O. Bergin, Commissioner, 516-677-5711

Building Condition Surveys and Site Inspections for JP Morgan Chase Environmental Risk Management Commercial Real Estate Department (formerly Washington Mutual)

Environmental site assessments (Phase I and II), environmental compliance reviews and building inspections of commercial, industrial, retail, and multi-unit residential buildings to assess condition, needed repairs and code compliance, and environmental conditions. The Phase I assessments are prepared in full accordance with ASTM Standard E 1527-00 and Washington Mutual environmental requirements. Recent sites have included high-rise apartment buildings, office complexes, shopping centers, and industrial sites throughout the eastern United States.

CA Fee: \$200k - \$600k / year

Completion Dates: 1993 - Present

CA Project Manager: Gregory T. Greene

Client Contact: William Dempsey, (516) 574-6651

Fuel Storage Tank Compliance Assessment, Multiple Location, Eastern United States

CA provides engineering and environmental services required to determine the condition and regulatory compliance status of fuel storage tanks at commercial, industrial, institutional and multi-unit residential properties, as part of the bank's due diligence program. CA's responsibilities included: supervision of tank testing, principal inspection of tanks and equipment, soil borings and groundwater/soil sampling to assess potential contamination, and cost estimates of remediation needs, and recommendations for follow-up actions to achieve regulatory compliance.



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On-Site Septic System Testing and Evaluation, Various Multi-Unit Residential and Commercial Properties, New York Region

As part of Phase I and Phase II environmental site assessments, CA provided sampling and analysis of numerous on-site septic systems and leaching pools, to determine whether significant contamination is present. CA also prepared remediation plans and supervised clean-ups to achieve compliance with regulatory guidelines and standards for soil and groundwater protection. CA utilized sampling procedures acceptable to health departments with jurisdiction, arranged for laboratory analysis with certified laboratories, and provided data analysis and recommendations. Sites have included single family residences, multi-family facilities, healthcare facilities, offices, industrial sites, garages, laboratories and other commercial sites utilizing on-site systems for sanitary waste disposal.

Asbestos and Lead Paint Investigation and Abatement Plans for Commercial Facilities, New York and New Jersey

CA provided asbestos inspection, sample collection, design of abatement, and supervision of abatement for asbestos abatement projects at commercial facilities. Sites have included office buildings, retail establishments, institutional buildings, and residential properties throughout the region. All asbestos work was performed in accordance with state and federal requirements, under the supervision of licensed and qualified personnel. Asbestos abatement projects have been completed for bank buildings in the New York Metropolitan area, including historic buildings. CA's work has included pre-demolition asbestos surveys and abatement plans. CA also conducts lead paint investigation and develops abatement plans for the bank's real estate interests.

Construction Monitoring Services, Commercial Real Estate Development

CA performs construction monitoring in support of the Bank's construction loan activities. These services include a Plan and Budget Review at project initiation, followed by periodic progress inspections and reports, during the course of the work. The work is performed to assist the Bank with loan disbursements, as well as to help ensure proper completion of the work within budget and schedule. Examples of recent construction monitoring projects completed by CA include:

137 unit apartment building; 121,000 square foot office building and 93,000 square foot maintenance building; Shopping center with 63,068 square feet of GLA; retail space on 5 abutting parcels; 6-story professional office building; 190 loft-style apartments; 109 residential units; assisted living facility with 200-beds.

Engineering and Environmental Inspections for Commercial/Residential Buildings

Building condition/needs assessment inspections, environmental site assessments (Phase I and II), environmental compliance reviews of commercial, industrial, retail, and multi-unit residential buildings to assess condition, needed repairs and code compliance, and environmental conditions. The building condition assessments are prepared in conformance with ASTM Standard E 2018 Property Condition Assessments: Baseline Property Condition Assessment Process. The Phase I assessments are prepared in full accordance with ASTM Standard E 1527-00 and Washington Mutual environmental requirements. Recent sites have included high-rise apartment buildings, office complexes, shopping centers, and industrial sites throughout the eastern United States.



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ENVIRONMENTAL ENGINEERING SERVICES

CA's environmental group has expertise in the various disciplines required to assist NCDPW in complying with any assignments that may arise.

CA's environmental engineers and scientists are highly knowledgeable of regulatory requirements on the federal, state and city levels of government. They have completed land use and environmental studies for numerous types of projects, including area-wide planning studies, major site developments, building construction/renovation, educational facilities, health care facilities, hazardous waste site remediation, and drainage improvement projects.

CA provides diverse services in the field of hazardous materials management, including site investigations, development of remedial plans, negotiations with regulatory agencies, and preparation of employee safety and right-to-know programs. CA is experienced at the planning and design of hazardous material containment facilities and storage systems. CA also provides supervision and management of drilling and sampling programs at potential hazardous waste sites. CA has on-staff environmental engineers and scientists with expertise in the range of disciplines required for these projects. CA also has in-house capabilities in the required support services including survey/mapping and field inspection. Recent types of projects completed by CA include:

- Hazardous waste investigation and remediation (asbestos, lead paint, mold, etc.)
- Lead and asbestos sampling and abatement programs
- Design of hazardous material containment and storage facilities
- Environmental compliance audits
- Site and building investigations to determine possible presence of hazardous waste conditions
- Underground fuel tank investigation and remediation programs
- Post-remediation activities including site monitoring

Projects have included: environmental inspections of multi-unit residential, office and other commercial buildings including lead and asbestos investigations throughout the region for banks and insurance company clients; mold and asbestos investigations for Valley Stream Public Schools; PCB asbestos and lead paint investigation for SUNY College at Old Westbury; implementation of hazardous materials management, worker safety and right-to-know programs for the Town of Oyster Bay, New York; preparation of contract documents for building demolition including asbestos removal for the Town of Babylon, New York; preparation of contract documents for pump station renovation including asbestos removal for Nassau County Department of Public Works; preparation of lead base paint operation and maintenance manuals for FREDDIE MAC; subsurface investigations and development of a remedial plan for a former oil terminal in Port Jefferson, NY; subsurface investigations at a proposed construction debris landfill in Suffolk County, NY; underground fuel storage tank removal and remediation programs; and asbestos abatement in association with building renovation for the Town of Islip, New York.

Project experience follows on the next page.



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New York State Office of Parks - Term Contracts for Engineering and Environmental Services 2000-2021

Client: New York State Office of Parks, Recreation & Historic Preservation

CA has worked under seven consecutive term contracts for engineering/architectural, construction management and environmental services for improvements and alterations at State Parks in New York. The work has included: owner's representative and construction management services, site planning, environmental assessment, site investigations, landscape architecture, architecture, multi-disciplinary engineering, cost estimating, code compliance review, value engineering, and environmental services at numerous State parks. Assignments have included: construction and owner's representative services oversight of the \$25 million Neptune Converter Station in Bethpage; and environmental assessment, code compliance and construction and owner's representative services for the \$40 million reconstruction of the Jones Beach Restaurant area. Other assignments have included: assessment of renovation for historic buildings at Caumsett State Park, underground tank replacements at six State parks, subsurface investigation and remediation at spill sites, historic carousel building renovation at Hempstead Lake State Park, HVAC improvements at the Bethpage State Park clubhouse, water system/utility improvements at Jones Beach State Park, engineering for park headquarters at Nissequogue State Park, environmental remediation at Montauk Downs State Park, and environmental remediation improvements at East River Park and Riverbank Park in New York City, environmental assessments for projects at Brentwood State Park and Caumsett Historic State Park. This assignment has required management of projects at numerous locations involving numerous technical disciplines, with individual construction costs exceeding \$40 million.

CA Project Manager: Gregory T. Greene, P.G.

Client Contact: Scott Fish, P.E., (631) 669-1000

Development and Implementation of Monitoring Plans for Innovative Wastewater Treatment Systems, Various State Parks throughout the Long Island Region, Suffolk County, NY

Client: New York State Office of Parks, Recreation and Historic Preservation

CA is assisting NYS Parks with planning, design, start-up, and monitoring of innovative wastewater treatment systems at eight state parks. The systems are designed to test systems aimed at reducing nitrogen loading to groundwater and surface water. The systems include various technologies including nitrogen-reduction treatments as well as filtration wetlands for sanitary wastewater. CA has prepared and is implementing a detailed monitoring plan to measure the effectiveness of the systems in nitrogen removal and other parameters. The monitoring will be performed in accordance with USEPA and NYSDEC requirements.

CA Project Manager: Gregory T. Greene, P.G.

Client Contact: Scott Fish, P.E., (631) 669-1000

Development of a Water Quality Sampling Plan for Field 10 area Parking Lot, Jones Beach State Park, Nassau County, NY

Client: New York State Office of Parks, Recreation and Historic Preservation

As part of stormwater mitigation and water quality improvements for a major portion at Jones Beach State Park, CA has developed a detailed water quality sampling plan for stormwater systems and outfalls to Great South Bay. This improvement project will provide for stormwater treatment including construction of filtration wetlands, to improve stormwater discharges to the bay. The water quality sampling plan will be used to assist in the design of treatment measures, as well as provide data to assess long-term project effectiveness.

CA Project Manager: Gregory T. Greene, P.G.

Client Contact: Scott Fish, P.E., (631) 669-1000



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Planning and Design for the Restoration of Northwest and Northeast Ponds, Hempstead Lake State Park, Nassau County, NY

Client: New York State Parks Office of Parks, Recreation and Historic Preservation

CA is providing planning, design and environmental review services for restoration of two ponds and surrounding area in a 160 acre portion of Hempstead Lake State Park. The work is being done as part of the Rebuild by Design: Living with the Bay Program administered by the Governor's Office of Storm Recovery (GOSR) for the Hempstead Lake and Mill River Watershed. The goal of the north pond restoration is to increase community recreational opportunities, improve environmental conditions, and provide greater degree of



coastal resiliency for the waterway system. Project components include: restoration of ponds, wetlands, shorelines and surrounding woodlands; removal of debris and floatables; construction of green-technology/pollution mitigation measures including filtration wetlands; and addition of recreational amenities including access and pathways. CA's work to date has included bathymetric mapping of the Hempstead Lake system, sediment sampling and analysis in the upper ponds, conceptual design and narrative of project components, preparation of a work plan with budget estimates and schedule, identification of environmental compliance requirements, and participation at project planning meetings.

CA Project Manager: Gregory T. Greene, P.G.

Client Contact: Scott Fish, P.E., (631) 669-1000

Stony Brook Creek Shoreline Habitat Restoration and Stabilization Design

Client: Town of Brookhaven

Stony Brook Creek had suffered from environmental degradation and severe erosion from both natural processes and the discharge of stormwater runoff. The Town of Brookhaven contracted CA to prepare design and construction documents for shoreline improvements and wetland restoration. CA assisted the Town with securing proper permitting, completing bid documents, and completing the documentation required to secure and maintain state funding. This project was funded by a grant received under the Water Quality Improvement Project (WQIP) from the New York State Department of Environmental Conservation and is categorized under the federal Long Island Sound Restoration Act (LISRA). It involves non-point source abatement and control and the aquatic habitat restoration consistent with the Long Island Sound Comprehensive Conservation Management Plan.

CA Project Manager: James Gladysz, P.E.

Client Contact: Jeff Kassner, (631) 451-6458



July 2019

Jones Beach State Park Environmental Assessment for Improvements

Client: New York State Office of Parks, Recreation and Historic Preservation

CA prepared an environmental assessment for major improvements at Jones Beach State Park involving replacement of restaurant buildings with new facilities, and related site improvements including access from Ocean Parkway and changes to adjacent recreational land. The assessment has been prepared in accordance with SEQRA and Office of Parks requirements. CA also provided design and code compliance review on behalf of the State.

Completion Date: 2015

CA Project Manager: Gregory T. Greene

Client Contact: Scott Fish, P.E., (631) 669-1000

Environmental Permits and Assessment for Channel Improvements, Captree Drawbridge to Federal Channel, Captree, NY

Client: New York State Office of Parks, Recreation and Historic Preservation

CA assisted State Parks with improvements to this important channel which provides access to the boat basin used by the South Shore Party Fishing Boat Fleet and other recreational vessels. CA's services included field survey of bathymetry, preparation of CADD map of bathymetry, calculation of dredging volume needs based on desired minimum depth, comparison with prior bathymetric survey and interfaces with party boat captains and the stakeholders. Coordination with U.S. Coast Guard and U.S. Army Corps of Engineers was needed to obtain information of navigation needs. In related work, CA has conducted an engineering inspection of existing conditions and prepared design for improvements to facilities at Captree Boat Basin, including dockside fuel storage and dispensing facilities and associated electrical equipment. CA also conducted subsurface investigations and provided data needed to close NYSDEC spill files listed for the site.

Project fee: \$130k

Completion Date: 2010

CA Project Manager: Gregory T. Greene

Client Contact: Scott Fish, P.E., (631) 669-1000

Town of Oyster Bay - Hazardous Materials Management Planning Program

Client: *Town of Oyster Bay Department of Public Works*

CA developed an environmental inventory and management plan for the transport, use and disposal of hazardous materials at approximately 40 Town facilities; for compliance with Nassau County Articles III and XI, as well as related State regulations. The project involved a detailed inventory of each Town facility, an inventory of hazardous materials and conditions, and implementation of corrective actions where appropriate including posting of required labels and signs. To assist in the safety of both employees and visitors at Town facilities, CA prepared a comprehensive plan governing Town response to hazardous material incidents. The plan provided detailed procedures for emergency response, reporting and follow-up documentation of incidents involving hazardous material spills or other accidents. Environmental investigations performed for the Town have included: petroleum contamination, asbestos, lead paint VOCs and SVOCs, metals and pesticides at Town facilities and buildings.

CA Project Manager: Gregory T. Greene

Client Contact: Jack L. Libert, Commissioner, 516-677-5714



July 2019

Commercial Facilities, New York and New Jersey - Asbestos and Lead Paint Investigation and Abatement Plans*Client: JP Morgan Chase Environmental Risk Management*

CA provided asbestos inspection, sample collection, design of abatement, and supervision of abatement for asbestos abatement projects at commercial facilities. Sites have included office buildings, retail establishments, institutional buildings, and residential properties throughout the region. All asbestos work is performed in accordance with state and federal requirements, under the supervision of licensed and qualified personnel. Asbestos abatement projects have been completed for bank buildings in the New York Metropolitan area, including historic buildings. CA's work has included pre-demolition asbestos surveys and abatement plans. CA also conducts lead paint investigation and develops abatement plans for the bank's real estate interests.

Project Cost: \$500K

Completion Date: 2016

CA Project Manager: Gregory T. Greene

Client Contact: William Dempsey, 516-574-6651

New York State Parks Fuel Storage Tank Compliance Program*Client: New York State Office of Parks, Recreation & Historic Preservation*

CA has provided engineering and inspection services for fuel storage tank compliance at three State parks. CA's work involved analyses of existing tank systems, design for actions needed to maintain compliance, engineering design of tank improvements, field inspection, and permit applications per Nassau County Public Health Ordinance Articles III and XI. The initial program involves over 30 storage tanks for heating fuel and gasoline. Subsequent phases of the work involved tanks at another six State park sites in Nassau and Suffolk Counties. Subsurface investigations are being performed at several abandoned tank locations.

Project Cost: TBD

Completion Date: 2014

CA Project Manager: Gregory T. Greene

Client Contact: Scott Fish, P.E., (631) 669-1000

Battery Park City Authority – Term Contract for Environmental/Engineering Services*Client: Battery Park City Authority*

Under this term contract, CA provided engineering design, environmental consulting, estimating, value engineering, and construction management services for numerous site improvement projects in Battery Park City. Projects included: parking, roadway, sidewalk, curbing and drainage reconstruction; utility installations; lighting and electrical improvements; security improvements; landscaping and streetscape improvements; and condition inventories. CA also provided environmental testing and monitoring under the contract, including air quality, noise and hazardous materials. CA provided construction management and inspection personnel as needed by the Authority. On a recent project, CA is providing on-site supervision of infrastructure improvements.

Project Cost: 200k

Completion Date: 2010

CA Project Manager: James Gladysz

Client Contact: Kevin Finnegan, Senior Project Manager, 212-417-4335



July 2019

GREEN DESIGN/LEED CERTIFICATION & COMMISSIONING

CA provides green building assistance related to energy savings and efficient design and construction. This includes consulting on LEED credits, providing design assistance for energy savings, whole building energy modeling and providing documentation to third parties such as the U.S. Green Building Council (USGBC) on behalf of the customer and their design team. CA also provides the Owner and/or the USGBC with the required commissioning services for the compliance with the Fundamental Commissioning and Enhanced Commissioning as required by the LEED Rating System.



LEED Certification and Commissioning Services Lindenhurst Pool Complex New Bath House

Client: Town of Babylon

CA provided LEED consultant services, Energy Modeling and Commissioning Authority services for the design and construction of the Town of Babylon's new park facility, which includes a 3,000 square-foot building for administrative offices, lifeguard quarters and first aid station. The facility will be developed utilizing state of the art green building features. CA's LEED services include providing the key project oversight and documentation necessary to obtain LEED Certification of the building and site, which includes completing and filing the necessary

USGBC documents (Templates) for the USGBC's review and LEED Certification process. CA's services also include project Commissioning Authority services.

Project Cost: \$1.5M

Completion Date: 2010

CA Project Manager: Joseph Iannucci, R.A.

Client Contact: Peter Casserly, 631-957-7434

Commissioning Services and Energy Modeling for LEED Certification Compliance Knoll Packaging Building

Client: Knoll Printing & Packaging, Inc

CA provided Commissioning Authority (CxA) services and Whole Building Energy Modeling for a 7,500 square-foot printing and packaging building. The project is a LEED registered project and its goal is the Certification level. Commissioning services included the necessary requirements to satisfy the LEED Energy & Atmosphere credits for Fundamental and Enhanced Commissioning. The process focused on verifying and documenting that the facility and all of its systems (mechanical, electrical, plumbing systems) and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Owner's Project Requirements.

Project Cost: \$20K

Completion Date: 2010

CA Project Manager: James Feeney, P.E.

Client Contact: Jeremy Cohen, 516-621-0100



July 2019



**Construction Management and LEED Certification Compliance Services
New Suffolk County Police Fourth Precinct Building**

Client: Suffolk County Department of Public Works

CA provided Construction Management services for the development and construction of Suffolk County's LEED Certified 36,000 square-foot Fourth Precinct Building. CA's services include: constructability/value

engineering review services and Construction Management and oversight of the project design and construction. CA was also responsible for retaining and coordinating with an independent Commissioning Authority firm for the project.

Project Cost: \$10M

Completion Date: 2010

CA Project Manager: Joseph Iannucci, R.A.



Client Contact: Gilbert Anderson, P.E.,
Commissioner, (631) 852-4010

**Environmental Assessment Services and Owner's Representative Services
Trump on the Ocean, Jones Beach State Park**

Client: NYS Office of Parks, Recreation and Historical Preservation

CA's Services on this project included the preparation of an environmental assessment

under the State's SEQRA environmental policy requirements, and the State Park's site development practices for the proposed project at Jones Beach, involving the redevelopment and construction, including LEED Certification, of a new 72,000 square-foot restaurant and catering facility, to be operated by the Trump organization, as Trump on the Ocean. CA provided LEED Certification project oversight; along with completing the SEQRA process and environmental code compliance reviews.

Project Cost: \$75K to date

Completion Date: 2012

CA Project Manager: Gregory T. Greene

Client Contact: Scott Fish, P.E., Director of Engineering, 631-321-3533



KEY PERSONNEL AND STAFFING

4

As previously indicated CA has in-house capabilities in the wide variety of disciplines required for the firm's architectural, engineering, environmental and construction supervision projects. The staff includes civil, environmental, sanitary, mechanical, electrical and transportation engineers, architects and landscape architects, environmental scientists, planners, inspectors, surveyors and technicians. The architectural staff, directed by registered architects, has experience in the inspection of a wide range of municipal and private buildings. The engineering staff consists of licensed engineers and experienced professionals with extensive experience in the design of buildings, MEP systems, sites, and other structures. The firm's environmental personnel have expertise in site assessments, biology, geology, marine/coastal resources, land use/zoning, traffic, environmental regulations, hazardous waste management, and socioeconomics

CA places great emphasis on providing high quality professional services with budget and scheduling constraints. The firm's success, long-term growth and repeat business with our clients are evidence of the high level of performance we have provided. At present, between 85 and 90 percent of CA's business is from repeat business. The firm's commitment to quality and performance has enabled us to attract and retain a stable team of skilled professionals, and to establish relationships with other professional firms.

CA's project teams are selected to meet the specific needs of the assignment. All work is performed under the direct supervision of experienced and licensed project managers who adhere to the highest standards in technical quality control. CA places great importance on maintaining close liaison with the firm's clients, and in completing projects within schedule and budgetary limits.

ORGANIZATION CHART

Following is a project organization chart. Staff resumes have been included in the Appendices section of this proposal.



PROJECT ORGANIZATION

"On-Call" Building Design Services

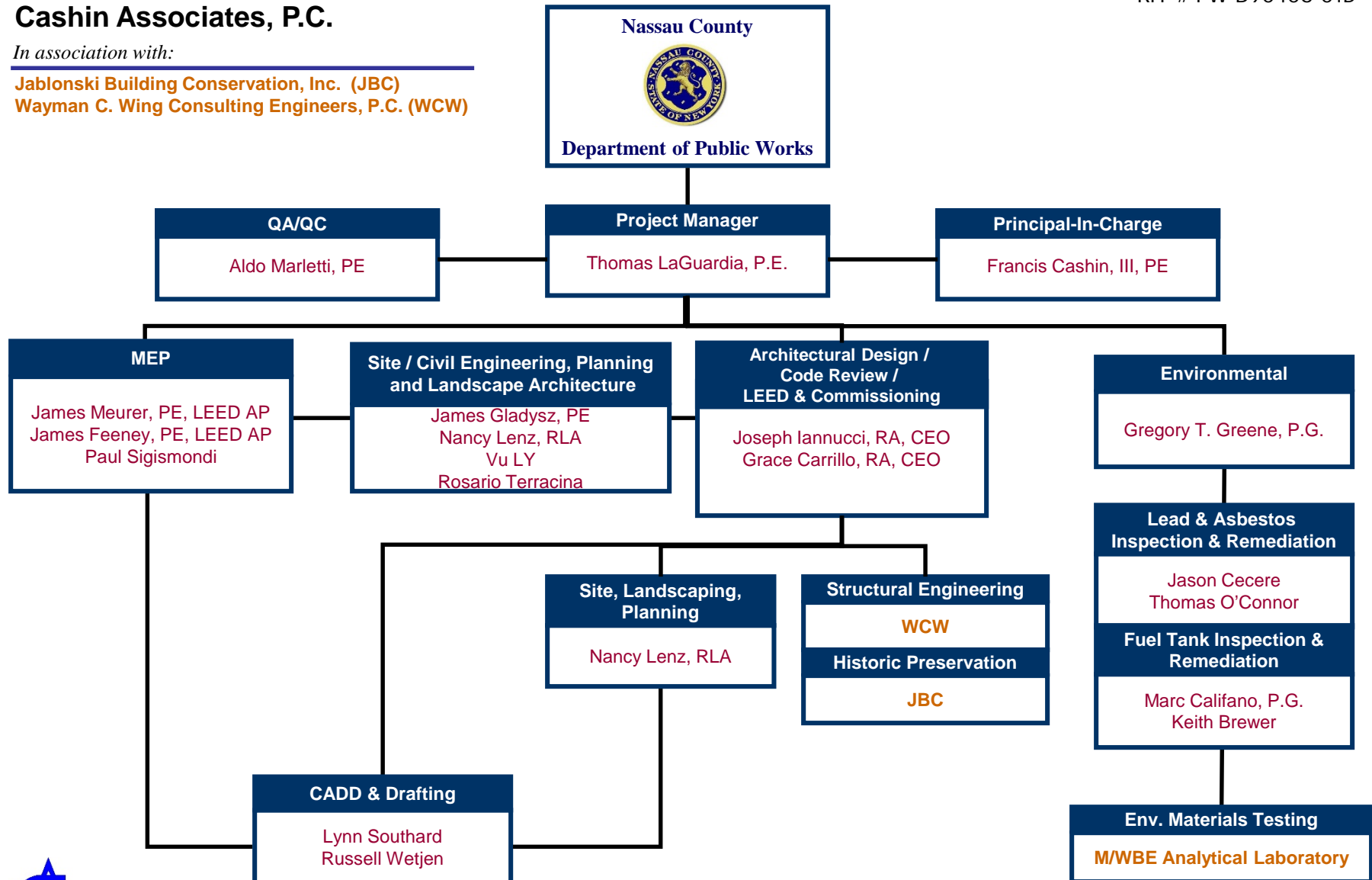
RFP # PW-B90406-01D

Cashin Associates, P.C.

In association with:

Jablonski Building Conservation, Inc. (JBC)

Wayman C. Wing Consulting Engineers, P.C. (WCW)



SUBCONSULTANTS

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In addition to the experienced multidisciplinary in-house staff proposed for this project, CA has assembled a team of qualified sub-consultants to assist with the responsive on-call services required for this project.

Jablonski Building Conservation, Inc. (JBC) is a full service architectural conservation WBE firm specializing in the preservation of historic buildings, monuments, and other cultural resources. The firm was formed in 1995 to provide a full range of conservation services to a varied client-base including: architects, engineers, governmental agencies, cultural institutions, religious properties, contractors, and private homeowners. JBC currently employs seven full-time conservators. All principals and employees of JBC have attended graduate programs in historic preservation. CA has worked with Mary Jablonski on past projects involving historical resources including projects for the New York State Office of Parks, Recreation and Historic Preservation and the Town of Southampton.

Wayman C. Wing, Consulting Engineers (WCW) is a certified MBE firm located in New York City. Since its establishment in March 1960, they have served as structural engineer for prominent architects, owners, developers, and public agencies at federal & state levels (GSA, DASNY, CUNY, NYC DGS, NYC SCA, NYC DDC, NYC PA, MTA and NYC Dept. Parks & Recreation) on projects valued several billion dollars, dealing with various structural issues. Since they are consulting engineers with vast experience in the use of all the basic materials; and have vast experience in inspection, evaluation, and remedial work for distress structures, they are confident and understand the scope of work that client's desire.

CA also works with several New York State certified MBE/WBE analytical laboratories. CA will utilize these firms as needed throughout the duration of this contract.



LOCAL PREFERENCE

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Cashin Associates, P.C. (CA) is a Professional Corporation licensed in the State of New York. CA is in compliance with local law and all of CA's work is generated at CA's principal office located in Hauppauge, New York. CA has been providing professional services throughout Nassau and Suffolk Counties since 1959.

All work will be performed in accordance with current County policy.



APPENDICES L – CERTIFICATE OF COMPLIANCE

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See the next pages for the following appendices:

- Appendix L – Certificate of Compliance
- Staff Resumes





CORPORATE STOCKHOLDERS INFORMATION

Below is a list of the stockholders for Cashin Associates, P.C.:

Name	Office	Number of Shares	Percentage
Alfred Angiola, P.E.	CH, P	4,848	61.3%
Aldo Marletti, P.E.	EVP, D	2,247	28.4%
Francis Cashin, III, P.E.	EVP, T, D	259	3.3%
James Gladysz, P.E.	SVP, D	300	3.8%
Joseph Iannucci, R.A.	VP, D	200	2.5%
Gregory Greene, P.G.	SVP, D	20	0.3%
James Feeney, P.E.	--	10	0.1%
Nancy Lenz, R.L.A	--	5	0.1%
Steve Brix, P.E.*	--	25	0.3%

Note: * Represents a non-employee

Addresses for all Corporate Officers

Name	Office	Address
Alfred Angiola, P.E.	CH, P	27 Ridge Road, South Hampton, NY 11968
Aldo Marletti, P.E.	EVP, D	RR#2, Southview Court, Wading River, NY 11792
Francis Cashin, III, P.E.	EVP, T, D	1550 Smith Road, Peconic NY 11958
James Gladysz, P.E.	SVP, S	4 Shelter Harbor Court, Wading River, NY 11792

Addresses for all Stockholders

Name	Address
Alfred Angiola, P.E.	27 Ridge Road, South Hampton, NY 11968
Aldo Marletti, P.E.	RR#2, Southview Court, Wading River, NY 11792
Francis Cashin, III, P.E.	1550 Smith Road, Peconic NY 11958
James Gladysz, P.E.	4 Shelter Harbor Court, Wading River, NY 11792
Joseph Iannucci, R.A.	34 Schneider Lane, Hauppauge, NY 11788
Gregory Greene, P.G.	35 Bayview Avenue, Blue Point, NY 11715
James Feeney, P.E.	3 Buscher Court, Brookhaven, NY 11719
Nancy Lenz, R.L.A	16 Barnes Road, Wading River, NY 11792
Steve Brix, P.E.*	384 Star Street, East Meadow, NY 11554



FRANCIS J. CASHIN III, P.E.

**Executive Vice President
Principal**

EDUCATION

•B.C.E., Civil
Engineering, Stevens
Institute of Technology

LICENSES/ CERTIFICATIONS

•Professional Registered
Engineer:
-New York



Overview

With 35 years of experience, Mr. Cashin serves as Executive Vice President at the firm, and as principal-in-charge for many of the firm's engineering, architectural, environmental, civil engineering, site development, construction management, and surety projects. His experience helps to ensure the technical accuracy of our assessments and design work, the close coordination of the various technical disciplines involved, and the completion of assignments within schedule and budget. Projects he has recently been involved include building code compliance reviews, solid waste management facilities as well as highways, drainage improvements, parks and other infrastructure.

Mr. Cashin has directed many construction management projects for Nassau and Suffolk Counties and various Long Island townships, including the Towns of Oyster Bay, Hempstead, and North Hempstead. As principal-in-charge, he has been responsible for overall project coordination, quality control, allocation of technical manpower, and client liaison.

In addition to his work for New York State, Mr. Cashin has directed ongoing construction management projects for Nassau and Suffolk Counties and various Long Island townships, including the Town of Oyster Bay, Hempstead, and North Hempstead. As Principal-in-Charge, he has been responsible for overall project coordination, quality control, allocation of technical manpower, and client liaison.

Relevant Project Experience Includes:

- Code compliance review and inspection services for New York State Office of General Services (various projects throughout New York State).
- Code compliance review services and inspections for the Towns of Hempstead, North Hempstead, and the City of Glen Cove
- Code compliance review services for various projects in excess of \$100 million in construction costs at North Shore Long Island Jewish Hospital, New Hyde Park, NY.
- Construction management for the addition and improvements at the Yaphank Correctional Facility for Suffolk Community DPW.
- Construction management services for new Health Technology Complex at Suffolk County Community College, Brentwood, NY



FRANCIS J. CASHIN III, P.E.

Executive Vice President

- Construction management for the improvements at the Norfolk Correctional Facility, Norfolk, Massachusetts
- Construction supervision for the new regional transportation management center in Hauppauge, for NYSDOT
- Project management for interior renovation project for Stony Brook Health Services Center, Department of Surgery, and other projects at SUNY.
- Project Management for major projects for Battery Park City Authority, including seawall restoration and the Irish Hunger Memorial
- Project management for major renovation of United Parcel Service facilities
- Design of road, drainage and other infrastructure improvement projects for the Town of Oyster Bay
- Assessment of county properties for wireless communication system installation, Suffolk County, Telecommunications Division
- Communications study to improve/modernize municipal communications systems, Town of Oyster Bay, NY
- Construction inspection for reconstruction of Sunrise Highway, Nassau County, NY, for NYSDOT
- Construction inspection for rehabilitation of parking lot lighting for Nassau County facilities, Mineola, New York
- Construction inspection for roadway improvements in the Towns of Hempstead and Oyster Bay
- Construction supervision for improvements to Sunrise Highway, Route 25 and Route 25A, Nassau County, for New York State Department of Transportation
- Coordination and project management for major bridge and highway construction inspection projects for NYSDOT
- Design and construction of Verizon Wireless and AT&T transceiver sites, New Jersey and New York Metropolitan Region
- Design and construction phase services for electrical improvements at various facilities for the Port Authority of New York and New Jersey
- Design and construction phase services for improvements to roads, walkways, plazas and park at SUNY Old Westbury, for the New York State University Construction Fund.
- Design and inspection for lighting and electrical improvements for two parks in the Town of Hempstead, NY
- Design and inspection for park and recreational facility improvement projects, Town of Oyster Bay, NY
- Design and inspection for road and drainage improvements for the Towns of Islip, Oyster Bay, Hempstead and North Hempstead
- Engineering services for alarm/electrical upgrades at the World Trade Center for the Port Authority of New York and New Jersey
- Feasibility and planning analysis for major renovation and improvement of a Social Services facility for Nassau County
- Planning, design and inspection for improvement of extensive street lighting systems for the Town of Oyster Bay, NY
- Project direction for building renovation projects for New York Telephone Company for the Towns of Smithtown and Brookhaven, NY
- Underground Storage Tank Replacement Program for New York State Office of Parks, Recreation and Historic Preservation
- Underground Storage Tank Replacement Program for the Town of Oyster Bay, NY
- Design of modifications and improvements to Nassau County Social Services Building, Mineola, NY



THOMAS LAGUARDIA, P.E., C.E.O.

Technical Director

EDUCATION

- M.S.E Naval Architecture and Marine Engineering, University of Michigan
- 26 Credits toward M.S.E. Civil Engineering (Sanitary), University of Michigan
- B.S. Nuclear Science, State University of New York Maritime College

LICENSES/

CERTIFICATIONS

- Professional Engineer:
-New York
- Certified Code Enforcement Official, New York
- Third Assistant Engineer License Steam & Diesel Unlimited Horsepower, U.S. Coast Guard
- Chief Engineer/Electrical Engineer/Principal Mechanical Engineer, Suffolk County Civil Service

MILITARY

ACHIEVEMENTS

- Commander, U.S. Navy Reserve
- Lt. Commander, U.S. Coast Guard

Mr. LaGuardia has over 50 years of experience in the planning, design, construction and inspection of buildings, roadways, wastewater treatment plants, recreational facilities, and marine structures. Over 38 years of his experience is as a Registered Professional Engineer. In addition to his strong technical experience, his last position as Chief Deputy Commissioner of a 1,000 person public works department required extensive administrative, budgeting, legal and personnel experience. Mr. LaGuardia was responsible for managing a capital construction program of more than \$80 Million Dollars per year. This required extensive administrative knowledge in addition to the technical expertise necessary to design, bid and construct various municipal facilities. Some of the key management and administrative items were: search out and make applications for various State and Federal grant programs; administer grant programs including budgeting, documentation and meeting with grant sponsors; design and bidding including specific requirements with grant organization; bid evaluation; construction monitoring; MBE/WBE monitoring; project close-out.

Building Inspections –Mr. LaGuardia has extensive experience in conducting building engineering inspections to assess the condition and structural integrity of residential, commercial and industrial buildings. He has provided structural inspections for commendation proceedings, as well as pre-demolition inspections for various municipal and private clients.

Mr. LaGuardia along with other CA staff have conducted more than 80 surveys in accordance with Chapter 90. Dangerous buildings and structures of the Hempstead Town Code. Similar surveys were performed for the Towns of North Hempstead and Brookhaven.

Code Enforcement – Mr. LaGuardia has been a “Certified Code Enforcement Official” (CEO) in New York State for over 20 years. He has served as the head code enforcement official for Suffolk County government, starting, organizing and administering their program. Code enforcement efforts involved office buildings, jails, nursing homes, storage facilities, and health care facilities. A salient element of his Code enforcement effort was to ensure ADA requirements were incorporated into all County facilities, including the many historic structures the County owned.

Code Development – A significant portion of Mr. LaGuardia’s early career focused on developing technical codes and standards in the ship building industry. He has the technical writings skills to develop clear and concise codes necessary for use by the general public. During his tenure at Suffolk County he authored many of the counties administrative codes which were then approved by the County Legislature for enclosure in the County Codes.



THOMAS LAGUARDIA, P.E., C.E.O.

Technical Director

Municipal Contracts – Over his 25 years with Suffolk County, Department of Public Works, Mr. LaGuardia has developed, bid and implemented hundreds of contracts. This includes annual requirements contracts for every conceivable type of construction. These contracts continue to be used by Suffolk County. The successful development of these contracts require a detailed knowledge of the construction techniques and materials needed, the labor trades involved, and the special provision required by the funding sources (Federal, State, Local).

Project Labor Agreements (PLAs) – Mr. LaGuardia has unparalleled experience in the development and use of PLAs. His experience dates back over 20 years, where with the assistance of a construction manager, a PLA was negotiated with the Nassau/Suffolk Building Trades for the asbestos removal and complete renovation of the county's largest building. The total project cost was \$20 million. Since then, he has overseen the feasibility studies and negotiation of over 15 PLAs, with total estimated construction budgets of over \$500 million. Based on his experience, he has helped negotiate significant labor concessions as part of the approved PLAs. These concessions turn into real dollar savings for the owner which translates to over \$40 million in savings. In addition to his experience with feasibility studies and development and execution of the PLA, Mr. LaGuardia has been involved with numerous successful labor dispute resolutions in accordance with the alternative procedures negotiated as part of the PLA development. Salient projects are noted below.

Commissioning – Working with the Coast Guard and the Navy, Mr. LaGuardia developed and implemented commissioning documents and procedures before the term was used in the building industry. As Chief Engineer for Suffolk County, he brought commissioning to Suffolk County where it is still a mainstay of their contractor process.

Marine Engineering – Mr. LaGuardia's early career was as a Naval Architect and Marine Engineer. As such, he oversaw the construction and inspection of many types of larger commercial vessels including high speed container vessels, tankers, chemical carriers, LNG/LPG vessels and off shore drilling vessels.

Historic Structures – Working with the Suffolk County Parks Department, Mr. LaGuardia shared responsibility for over 250 historic structures. He was responsible for the condition surveys, budgeting, design improvements, and construction all within State and Local historic guidelines.

Roadway Construction – As Chief Deputy Commissioner for Suffolk County Department of Public Works, Mr. LaGuardia oversaw the Highway Design and Operations Division. The County has over 400 miles of roads and 74 bridges.

Building Design and Construction – Mr. LaGuardia has extensive design, construction and renovation experience for many building types, including office buildings, jails, nursing homes, medical facilities, courts, etc. During his over 26 years experience with Suffolk County, he was responsible for the design, renovation, and new construction of over 5 million square feet of facilities.

Sewer Districts – As Chief Deputy Commissioner, Mr. LaGuardia oversaw the more than 24 sewer districts under the Department of Public Works. This included design and upgrades to existing plants, creation of new sewer districts, connection to existing districts and the operation of the sewer plants.

Environmental/Fuel Storage Tanks – Mr. LaGuardia developed Suffolk Counties Program for the removal, replacement and upgrade of storage tanks containing petroleum and other toxic and hazardous materials. This multi- year, multi-phase Program was designed to comply with Title 40 of the Federal Regulations, 6NYCRR of the New York State Regulations and Article 12 of the Suffolk county sanitary Code.



JOSEPH IANNUCCI, AIA, CEO

(LEED AP BD+C)

Vice President, Principal Architect

EDUCATION

- B.S., Architectural Technology, NYIT, 1981
- A.A.S., Electrical Technology, SUNY Farmingdale, 1975

LICENSES/ REGISTRATIONS/ CERTIFICATIONS

- Registered Architect:
-New York
- Certified Code Enforcement Official
-New York
- LEED Accredited Professional

MEMBERSHIPS

- American Institute of Architects – Long Island Chapter (President 2007, 2015 & 2016)



Overview

Mr. Iannucci is a Principal Architect involved in the inspection, planning, design and construction management of new buildings, building additions, improvements, and renovations including cost estimating, constructability and value engineering, Building Code, zoning and ADA compliance analysis. Mr. Iannucci is also a N.Y.S. Certified Code Enforcement Official (CEO). He is responsible for projects involving architectural and engineering review services and design standards including building condition inspections and surveys. His responsibilities primarily include supervision of design, estimating, and CADD operations for architectural design assignments including construction supervision. He is also experienced in the design of building electrical systems, telecommunications systems, installation of security and fire alarm systems, design of road and storm drainage improvements, pump stations, wastewater treatment facilities, ponds and site grading. Projects completed under his direction have included municipal, residential, commercial and industrial facilities.

Mr. Iannucci has completed various major building construction projects for numerous clients. He has also provided construction monitoring services, as follow up to design, Building Code and zoning compliance review, constructability review, schedule and cost reviews. He has served as project architect for building projects for various municipal clients. He has provided design, bid and construction phase services for building design and improvements for the Towns of Oyster Bay, Hempstead, North Hempstead, Babylon, and Islip, and the Village of Islandia. Mr. Iannucci has also completed numerous building condition inspections/assessments and developed written reports. As a LEED Accredited Professional, Mr. Iannucci also assists with the design integration and compilation of documentation required for projects achieving LEED certification. During some of our most recent projects, his knowledge of the United States Green Building Council's Green Building Rating System and sustainable design practices has offered our clients the opportunity to participate in the LEED certification process.

CA projects under Mr. Iannucci's supervision include:

Building Code and Zoning Compliance Review Services

Mr. Iannucci is currently providing building code and local zoning code review services for the following municipalities:

- ❖ Town of Hempstead: review and inspection of distressed structures.
- ❖ NYS Office of General Services: CA is currently providing assistance to the Department with Building Code and zoning review and inspection services.
- ❖ Village of Islandia: CA currently provides building code compliance and zoning code review for the Building Department. Mr. Iannucci also provides inspection services for various residential and commercial projects throughout the village.
- ❖ NYS Office of Parks, Recreation and Historic Preservation: currently provides assistance to the Long Island Parks Region with code review and inspection services.
- ❖ City of Glen Cove: CA is currently providing assistance to the Building Department with Building Code review.
- ❖ Town of North Hempstead: CA provided assistance provided with residence and commercial building permit application reviews for the Town's Building Dept.



JOSEPH IANNUCCI, AIA, CEO

(LEED AP BD+C)
Vice President, Principal Architect

North Shore University Hospital Manhasset, NY – Town of North Hempstead

This project involved the review of various expansion and alterations to the facility. Plans and specifications were reviewed for compliance with the building code of NYS and with the Town of North Hempstead zoning code. The review process also involved meeting with the NYS Division of Code Enforcement to address various design/code compliance issues.

Site Assessments and Building Condition Inspections

Inspection of commercial, residential and industrial properties for banking and real estate investment firms, including evaluation of building conditions, environmental concerns and associated remediation costs.

Caumsett State Historic Park Building Renovations, New York State Office of Parks, Recreation and Historic Preservation

Mr. Iannucci provided design, bid, estimating, and construction phase services for the slate roof rehabilitation of the Marshall Field Residence, Garage building and the Polo Stable building.

Hallock State Park Preserve, Jamesport, NY - NYS Office of Parks, Recreation & Historic Preservation

Mr. Iannucci completed design and specifications for a new 3,800 sq ft visitor's center at Hallock State Park, a new 275 acre state park in the Long Island region. The Visitor's center was designed to be visibly attractive and consistent with the surrounding natural areas, as well as energy efficient through solar power, geothermal heating and state-of-the art building materials. The building has public bathrooms, classroom areas, maintenance/storage rooms and outside seating areas. CA has also prepared site design for the park including access roads, pathways, landscaping, drainage, lightings, signage and all site amenities. The park includes one mile of shoreline, extensive woodland, a freshwater pond, wetlands and frontage on Sound Avenue. This park had its grand opening in June 2017.

Jones Beach State Park for New York State Office of Parks, Recreation and Historic Preservation

Condition and site assessments for major buildings within the Jones Beach State Park complex, including historic buildings.

ACE Community Center – Roof Replacement, Amityville, NY - Town of Babylon

Mr. Iannucci provided engineering/architectural services needed to design and develop construction documents for the roof replacement work on the existing Community Center building. Professional services included:

1. Conducting an asbestos survey of roofing materials and identify abatement needs, including collection and analysis of subject materials;
2. Preparing design drawings, construction documents and specifications needed to procure bids from roofing contractors;
3. The project has been completed. CA also monitored the contractors process, including shop drawing review, payment application review, punch list and close-out.

Animal Shelter Roof Replacement, Wantagh, NY – Town of Hempstead

Mr. Iannucci provided Architectural Services needed to design and develop construction documents for the roof replacement project at the Town's Animal Shelter Facility. Mr. Iannucci evaluated existing conditions with regard to roof leaks. Proposed roofing materials were evaluated prior to selecting an EDFM roofing system. CA also provided construction administration and inspection services. This project was completed on-time and on budget.

Jones Beach Commissary Building; Asbestos Abatement, Roof

Replacement and Exterior Improvements – NYS Office of Parks, Recreation and Historic Preservation.

Mr. Iannucci is currently providing design phase services for the multi-phased building improvements. This building was formerly used as a commissary facility and will now be re-purposed as a general storage facility. The Jones Beach Park Facility is listed on the National Register of Historic Places.

Phase I – Asbestos abatement of the building interior (currently in bid phase)

Phase II – Roof replacement; complete removal and replacement of the approximately 12,000 sq. ft. building roofing including upgrading to R-30 insulation (currently in bid phase).

Phase III – Exterior improvements; this project includes the replacement of all exterior windows and doors, and restoration of exterior masonry surfaces (currently in Bid Phase).



JAMES A. GLADYSZ, P.E.

**Senior Vice President
Project Manager**

Overview

EDUCATION

•B.C.E., Civil
Engineering,
Villanova University,
1981

LICENSES/ CERTIFICATIONS

•Registered Engineer:
-New York

Mr. Gladysz has 35 years of experience in Civil Engineering and Planning for government agencies. As Senior Vice President of the firm, he oversees technical activities and serves as either principal-in-charge or quality control advisor on major projects. Mr. Gladysz has expertise in a broad range at planning, design, permitting and construction, supervision experience in several civil engineering disciplines including marine/waterfront structures, park construction, municipal buildings, site development, road/highway construction and solid waste facilities. He has directed the design and construction management of numerous construction projects on Long Island.

Mr. Gladysz has served as Project Manager for engineering, planning and construction management projects for governmental agencies and authorities in the local, town, county and state levels, including the Port Authority of New York and New Jersey, New York State Office of Parks, Recreation and Historic Preservation, New York State Department of Transportation, Battery Park City Authority, Roosevelt Island Operating Corporation, Nassau and Suffolk Counties, and the Towns of Southampton, Brookhaven, Riverhead, East Hampton, Babylon, Islip, Oyster Bay, Hempstead and North Hempstead. He has assisted in the preparation of site plans, master plans and revitalization/redevelopment plans for numerous municipalities on Long Island.

Relevant Project Management Experience Includes:

- Town of Brookhaven Animal Shelter Addition
- Design and Construction Management for the Town of Babylon Animal Shelter
- Conscience Point Marina Reconstruction, Town of Southampton
- Port Authority Ferry Terminal Upland Utilities Construction Management, Battery Park City Authority





JAMES A. GLADYSZ, P.E.

Senior Vice President

- Development and Implementation of Yard Waste Program, Town of Oyster Bay, 2009-2011
- Town of Brookhaven Landfill Expansions, design and construction management
- Town of Brookhaven Solid Waste Districts Analysis
- Interim Director of Municipal Works, Town of Southampton
- Town of Brookhaven STOP Recycling Facility contract administration and project management
- Lincoln Avenue Landfill Capping and Closure, Islip, NY
- Holtsville Landfill Gas Migration Control System Design and Construction Monitoring, Town of Brookhaven
- North Sea Landfill Closure Investigation and Plan, Town of Southampton
- "Northern U" Landfill Construction Quantities Analysis, Town of Babylon
- Recycling and Compost Facility Analysis, Town of East Hampton
- Town of Huntington/East Northport Landfill Capping and Closure
- Port Washington L-5 Landfill Capping and Closure, Town of North Hempstead
- Old Bethpage Landfill Post Closure Landfill Gas Recovery Supervision, Town of Oyster Bay
- Town of Southampton, Various Studies for solid waste business plan/operations management plan
- Timber Seawall Remediation and Construction, Battery Park City Authority
- South Cove and Gateway Seawall Restoration, Construction Management, Battery Park City Authority
- Lights Little League Field Design and Construction Inspection, Woodbury, for Town of Oyster Bay
- North Sea Recreational Park / Southampton Youth Services Center Design, Town of Southampton
- Design and Construction Supervision for Bulkheads, Docks and Marinas for Towns of Brookhaven, Southampton, Oyster Bay and Hempstead
- Beach Planning and Design for Restoration and Replacement, Town of Brookhaven
- Bayshore Marina Bulkhead & Marina Improvements, South Clinton Avenue, Bay Shore, Town of Islip
- Davis Park Marina Facility Harbor Masters Building, Site Improvements and Dredging, Town of Brookhaven
- Florence Avenue Beach Bulkhead Reconstruction, Massapequa, Town of Oyster Bay
- New York State Parks Marina Facilities, Dredging Plans and Facility Improvements at Various Locations
- Port Jefferson Marina and Pier Reconstruction, Village of Port Jefferson
- Tiana Beach Marina Bulkhead Reconstruction, Town of Southampton
- Park Improvements at Various Locations, Town of Brookhaven
- Roosevelt Island Operating Corporation, On Call Engineering Services for Various Projects
- Buildings Renovation and Infrastructure Improvements, Town of Oyster Bay DPW
- Harborfront Park Design, Village of Port Jefferson



JAMES FEENEY, PE, LEED AP BD+C

Senior Mechanical & Electrical Engineer

EDUCATION

- M.S., Mechanical Engineering, Polytechnic University
- B.S., Mechanical Engineering, Polytechnic University

LICENSES/ CERTIFICATIONS

- Professional Engineer, NY, NJ, PA, MD, VA, FL
- LEED Accredited Professional

MEMBERSHIPS

- American Society of Heating, Refrigeration and Air Conditioning Engineer, Member
- National Fire Protection Association, Member



Overview

Mr. Feeney is Vice President and senior electrical/mechanical engineer with 25 years of experience. Mr. Feeney performs design and construction management of site infrastructure improvements, communications systems, and mechanical, electrical and plumbing (MEP) systems for educational, municipal, commercial, and industrial facilities. He is responsible for MEP plan review for code compliance and constructability and has an excellent working knowledge of state building codes, New York State Mechanical, Plumbing and Fuel Gas Code, the National Electrical Code as well as the NFPA Life Safety Code, Fire Alarm and Fire Sprinkler Codes. He is experienced in design of power supply and associated equipment for industrial and commercial facilities. Prior to joining CA, Mr. Feeney worked as a Senior Engineer at Brookhaven National Laboratory where he provided engineering services for facility upgrades and expansions.

Mr. Feeney also has experience performing building inspections and engineering condition surveys for multi-unit residential, commercial and government buildings throughout Long Island and New York metropolitan regions. He has provided construction monitoring, design, and budget review for residential and commercial buildings for many public and private clients including Suffolk County National Bank. Mr. Feeney reviewed municipal code requirements for building applications and completed design reviews for major commercial development for several municipalities including the Village of Islandia and the Town of North Hempstead. Mr. Feeney's projects have included computer modeling, design and permitting of mechanical, electrical and plumbing systems for residential facilities, office buildings, schools, airports, service stations, marinas, large fleet operations and fuel farms. He has prepared design drawings for building HVAC, fire detection/suppression systems, controls, and related support systems. He is proficient in performing design on AutoCad R13-2000.

Relevant Project Experience Includes:

Code Compliance Review Services

Mr. Feeney provided code compliance review services for the 400 bed Amsterdam Nursing and Health Care Facility for the Town of North Hempstead. Currently Mr. Feeney is assisting with the code compliance review of Garvies Point Facilities for the City of Glen Cove.

Renovation of the Nassau County Juvenile Detention Center (Capital Project – 22016) in Westbury, New York, Nassau County DPW– Ongoing construction management services for the renovation of juvenile detention facility. Services include constructability / value engineering and code compliant review, and on-site inspection services. The construction budget for this 30,000 sq. ft. renovation is \$10 million. Construction to be phased and was scheduled to allow continuous occupancy of the building. Nassau County did not proceed to the construction phase.



JAMES FEENEY, PE, LEED AP BD+C

Senior Mechanical & Electrical Engineer

Installation of Permanent Generator for the Meadowmere Park Fire Department, Town of Hempstead, NY

Mr. Feeney assisted in the preparation of the CDBG-DR application for funding, the design and bid documents for this project. The goal of this project is to purchase and install a generator and all appurtenances, enclosure, controls/control panels, and fuel sources for the Meadowmere Park Fire Department. The TOH applied for a HUD Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR). The design included one diesel generator on an elevated platform above the FEMA base flood elevation. Mr. Feeney received a Variance from NYS Department of State for distance of the diesel tank to the property line, HUD's approval for Acceptable Separation Distance (ASD) for the diesel tank, DASNY approval, Nassau County Health Department tank permit and Building department permit.

Utility Center Upgrade for Jackson Memorial Hospital, Miami, Florida

CA provided MEP services for a major rehabilitation of the Utility Center for the hospital complex. The work included installation of two 2-megawatt dual fuel generators, and related controls, ventilation, electrical service connections, structural improvements, fuel storage tank upgrades, and site/building modifications. The \$2.3 million project is a major component of the hospital's modernization program.

Hewlett Point Park, Town of Hempstead

This project involved the MEP design of an administration building, bathhouse, and garage as part of an overall improvement to the park through a master plan agreement with the Town of Hempstead. Mr. Feeney served as MEP engineer.

Westhampton Community Center, Town of Southampton

This project involved design services for a new 10,000 s.f. community center building. Work items included the design of a new fire sprinkler system, 200 kw natural gas emergency generator and associated electrical equipment, as well as all mechanical, electrical, and plumbing systems associated with the new facility. Mr. Feeney served as MEP engineer.

Three Mile Harbor Mobile Home Park Improvements, Town of East Hampton

This project involved improvements that included a new raised lateral septic system and lift station as well as new electric and water service. Mr. Feeney served as MEP engineering responsible for the design and inspection primary and secondary electrical distribution system.

Bayshore Marina, Town of Islip

This project involved the design and construction of major marina improvements, including reconstruction of the bulkhead along the interior side of the facility from the boat ramp to the southwest corner of the concession area. Mr. Feeney served as MEP engineer responsible for the design of primary electrical distribution system for shore and floating dock power, and water distribution systems.

Vehicle Repair and Maintenance Facility, Battery Park City Authority

This project involved the rehabilitation of a vehicle repair and maintenance facility at Site 19A. Mr. Feeney served as MEP engineer responsible for MEP system design.

Forest Road Elementary School, Valley Stream Union Free School District

This project involved the design of building ventilation improvements including retrofitting the existing building with a specialized system to provide improved air exchange and moisture reduction in the schools crawl space. Mr. Feeney served as MEP engineer.

Suffolk County Social Services Building, Building 159, Suffolk County Department of Public Works, Hauppauge

This project involved renovation of a 16,000 s.f. municipal office building. Work included interior space planning; new HVAC, electrical and alarm systems; upgrades to the boiler/heating system and new finishes for use as offices for the alcohol substance abuse, physically handicapped children, and public health/sanitation groups.

North Lindenhurst Bath House, Town of Babylon

Provided Whole Building Energy modeling and Commissioning Authority services to obtain LEED silver rating for the new 3,000 sq. ft. pool building at the Town's North Lindenhurst Pool Complex.

Village of Port Jefferson Village Center Project

Mr. Feeney served as MEP project engineer for the design of site water, electrical and sanitary service and design of site lighting improvements.



GRACIELA CARRILLO, AIA, CEO

(NCARB, LEED AP BD+C)

Architect

EDUCATION

- M.S. Urban Environmental Systems Management, Pratt Institute
- Bachelor of Architecture, Architecture, Pontificia Universidad Javeriana (Bogota, Colombia)

LICENSES/ REGISTRATIONS CERTIFICATIONS

- Registered Architect:
 - New York
 - Colombia
- Certified Code Enforcement Official
 - New York
- LEED Accredited Professional

MEMBERSHIPS

- American Institute of Architects, Board Member, Long Island Chapter
- United States Green Building Council, Member, Long Island Chapter



Overview

As an Architect at CA with 17 years of experience, Ms. Carrillo is involved in the plan reviews, building code compliance reviews, condition assessments, design, LEED services and inspection of municipal public work projects. Ms. Carrillo is also a N.Y.S. Certified Code Enforcement Official (CEO). She has been responsible for preparing architectural designs of new and existing facilities (renovations and alterations); preparing construction documents, drawings, specifications; completing space needs studies; conducting environmental assessment of properties (Phases I and II); completing property condition assessments; and providing technical assistance to planning studies. She has also assisted in assessing building code, LEED and regulatory compliance for municipal and private facilities.

Ms. Carrillo's experience in the public sector includes five years as project coordinator at the Bogota's Institute of Urban Development (IDU), a Government owned institution in charge of city planning and infrastructure construction for Bogotá. As a project coordinator, she directed studies, designs and construction of sidewalks, public space and bicycle paths throughout the city, and bus stations and roads for Bogota's Bus Rapid Transit System - TransMilenio.

As a LEED Accredited Professional, Ms. Carrillo also assists with the design integration and compilation of documentation required for projects achieving LEED certification. She is currently providing training on the U.S. Green Building Council (USGBC) LEED rating system for Cashin's employees. During some of our most recent projects, her knowledge of the United States Green Building Council's Green Building Rating System and sustainable design practices has offered our clients the opportunity to participate in the LEED certification process.

Ms. Carrillo's varied project experience includes review of plans, condition assessment, code compliance, site planning/layout, inspection and ADA compliance for numerous governmental and municipal clients including: State University Construction Fund, New York State Office of Parks, Recreation & Historic Preservation, Islip Resource Recovery Agency, Suffolk County Department of Public Works, Town of Babylon, Town of Southampton, Town of Brookhaven, Town of Islip, Town of North Hempstead, Town of Hempstead, Town of Oyster Bay, Village of Lake Grove, Village of Port Jefferson.



GRACIELA CARRILLO, RA, AIA
(NCARB, LEED AP BD+C)
Architect

Relevant Project Experience Includes:

Code Compliance Review

NYS Office of General Services

CA is currently providing assistance to the Department with Building Code review and inspection services.

City of Glen Cove

CA is currently providing assistance to the Building Department with Building Code review.

Town of North Hempstead – Building Code Compliance and Zoning Reviews

CA provided general assistance to the municipality regarding proposed projects and their compliance to site grading and drainage, zoning, environmental, and building code requirements.

Town of Islip - Building Department Code Compliance Plan Review

CA reviewed plans for Building Code compliance and made recommendations to the Town of Islip for application of building permits.

Design & Construction Management Services

Hallock State Park Preserve (NYSOPRHP) - The project is a new New York State Park site located in Riverhead, NY. The park is a passive recreational facility that will allow beach access to a remote section of the Long Island Sound shoreline. The project includes construction of a visitor center building, access roads and parking areas along with multiuse paths through the site as well as trails to the beach and an extensive timber boardwalk to provide beach access between the cliffs. All development will include revegetation of disturbed areas with native plant species.

Milburn Creek Boat Basin (Nassau County DPW)

Ms. Carrillo assisted with the architectural design services for the Milburn Creek Boat Basin located in Baldwin, New York. CA provided a detail assessment of damage and repair needs not only focusing on the bulkhead and boat ramp but also addressed the need for drainage in the parking lot to prevent direct runoff from entering the creek. Ms. Carrillo provided design services for a new concession building, parking and plaza areas that enables the County to provide a new amenity for its residents, such as a new boardwalk along the waterfront, as well as a display of low impact development processes.

Caumsett State Park - New York State Office of Parks, Recreation & Historic Preservation

Inspection services for the slate roof demolition and roof replacement for the Marshall Field Residence, the Marshall Field Garage Building, and the Polo Stable Building.

Town of Babylon Super-Storm Sandy Damage Assessment and Valuation

Ms. Carrillo provided evaluation and assessment services of the damage to all the Town of Babylon Facilities. Services included inspection of the facilities, evaluation of damages, preparation of report and estimating repair of damages.

Battle Row Campground, Nassau County Department of Public Works, NY

Design phase and construction inspection services for the construction of an administration building at Battle Row Campground in Old Bethpage. Services included calculations, site design, construction documents, estimates and construction schedule.

LEED and Commissioning Services

Head Start Educational Facility, Town of Babylon, NY

Provided LEED Certification services, Whole Building Energy modeling and Commissioning Authority services to obtain LEED certification rating for the new 7,122 sq. ft. Educational Facility in Wyandanch, NY for the Town of Babylon.

New York Avenue Retail Building, Huntington, NY

Provided LEED oversight services and commissioning services to obtain LEED Core & Shell certification for the new 5,000 sq. ft. retail building for the Heatherwood Communities.

North Lindenhurst Bath House, Town of Babylon, NY

Provided LEED oversight services and commissioning services to obtain LEED silver rating for the new 3,000 sq. ft. pool building at the Town's North Lindenhurst Pool Complex.

Tanner Park, Town of Babylon, NY

Provided LEED oversight services and commissioning services to obtain LEED silver rating for the new 6,000 sq. ft. concession building at tanner Park in Copiague, NY.



JAMES MEURER, P.E.

**Chief MEP Engineer
(LEED AP BD+C)**

EDUCATION

- M.S. Mechanical Engineering, Polytechnic University
- B.S. Mechanical Engineering, Polytechnic University
- A.S. Engineering Science, State University of New York at Farmingdale

LICENSES/ CERTIFICATIONS

- Professional Engineer:
-New York
- LEED Accredited Professional

MEMBERSHIPS

- American Society of Heating, Refrigeration and Air Conditioning Engineering, Member



Overview

Mr. Meurer is a licensed professional engineer with has over 20 years of experience. He is proficient with evaluating the condition of existing equipment (HVAC, plumbing, lighting, power systems, emergency power systems, fire alarms, etc) and designing appropriate upgrades required to make these systems functional, reliable, and code compliant. He has designed upgrades of mechanical and electrical systems for a variety of municipal buildings, commercial buildings and school districts throughout New York State. As project manager, Mr. Meurer has delivered these projects on time and within budget. His experience working with various stakeholders to get the job done is an invaluable asset at CA.

Mr. Meurer is particularly talented providing services at occupied/operational facilities. His attention to detail, high regard for safety, and ability to keep a project on a tight schedule is much appreciated by our clients. For example, Mr. Meurer designed and oversaw the installation of over 800 smoke and fire/smoke dampers at Nassau County Medical Center – one of the county's only regional trauma centers. Continuous operation and safety were paramount. This project was delivered on time, within budget, and without incident.

As a LEED Accredited Professional, Mr. Meurer also assists with the design integration and compilation of documentation required for projects achieving LEED certification. During some of our most recent projects, his knowledge of the United States Green Building Council's Green Building Rating System and sustainable design practices has offered our clients the opportunity to participate in the LEED certification process.

Relevant Project Experience Includes:

Code Compliance Review Services

Mr. Meurer is currently providing code compliance review services for the City of Glen Cove's Garvies Point Complex. Mr. Meurer has also assisted with code compliance review services for the Towns of Hempstead and North Hempstead. Mr. Meurer's focus is on MEP portions of each project.



JAMES MEURER, P.E.

Chief MEP Engineer (LEED AP BD+C)

Installation of Permanent Generator for the Meadowmere Park Fire Department, Town of Hempstead, NY

Mr. Meurer assisted in the preparation of the CDBG-DR application for funding, the design and bid documents for this project. The goal of this project is to purchase and install a generator and all appurtenances, enclosure, controls/control panels, and fuel sources for the Meadowmere Park Fire Department. The TOH applied for a HUD Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR). The design included one diesel generator on an elevated platform above the FEMA base flood elevation. Mr. Meurer received a Variance from NYS Department of State for distance of the diesel tank to the property line, HUD's approval for Acceptable Separation Distance (ASD) for the diesel tank, DASNY approval, Nassau County Health Department tank permit and Building department permit. The project is going out to bid and CA and its W/MBE sub consultants will be providing construction administration and management services.

Construction Management Services to facilitate Renovations of the Nassau County Juvenile Detention Center

Mr. Meurer served as the primary reviewer for the proposed HVAC, electrical, plumbing, fire protection, and security systems upgrades to the building. The estimated cost of the proposed work was approximately \$10 million

Architectural and Engineering Design and Construction Management Services required for the Nassau County Fire Service Academy, Burn Buildings "C" & "D"

Mr. Meurer prepared a comprehensive plumbing, electrical and thermal protection designs to replace the two existing burn building. Unique to the design was the requirement to protect the structure from live burn Class A fires. He was also involved in preparing the Risk Analysis associated with having basement fire training.

Architectural and Engineering Design for the Milburn Creek Boat Basin Bulkhead Replacement and site Improvements

This project involved repair of damage to the site's bulkhead, boat ramp and parking infrastructure caused by Hurricane Sandy. Mr. Meurer prepared a comprehensive HVAC, plumbing, electrical and site lighting plans for the proposed precast building and site improvements.

New York State Public School System – Various School Districts

School districts and facilities included: Connetquot Central School District, Glen Cove City School District, Half Hollow Hills Central School District, Bayport-Blue Point School District, William Floyd Middle School, Syosset Public Library and the Plainedge Union Free School District, Massapequa, NY.

Mr. Meurer served as project manager for the MEP components of all of these projects. He oversaw the design and installation of upgrades of mechanical, plumbing and electrical systems for a variety of school districts throughout New York State in accordance to the requirements of the State Education Department. Projects involved building condition surveys and renovations and additions to cafeterias, gymnasiums, concession stands, classrooms, and libraries. Under his management, each of these projects was delivered on time for the first day of school and within budget. All MEP installations were designed and installed in accordance with the Seismic requirements of the NYS Building Code.

Riverhead County Center, Riverhead, NY – Suffolk County DPW

Construction throughout this legislative complex involved extensive MEP work (\$10,000,000), including the conversion of high temperature hot water to low temperature hot water via heat exchangers. New sprinkler and stand pipe system, bathrooms upgrades, administrative offices, record storage, central data room, electrical systems upgrade, extension of data systems, extension of communication systems, theatrical lighting and sound for the legislator auditorium, and extension of fire suppression systems are being also installed throughout. All work was in accordance with SCDPW and LIPA's Commercial Construction Program's requirements.



NANCY LENZ, R.L.A.

Assistant Vice President, Landscape Architect

EDUCATION

- B.L.A., Landscape Architecture, SUNY, College of Environmental Science and Forestry
- B.S., Environmental Science, Syracuse University
- A.A.S., Ornamental Horticulture, SUNY, Farmingdale

LICENSES/ CERTIFICATIONS

- Registered Landscape Architect:
-New York



Overview

Ms. Lenz is a Registered Landscape Architect at CA responsible for the site planning, landscape design, and environmental aspects of CA's engineering and environmental projects. Her responsibilities include all aspects of site plan development including program planning, schematic design, layout, grading, drainage, landscape, design details, construction documents, non-point source pollution abatement, and construction cost estimates for recreational and environmental sites, municipal facilities, and commercial development. She also prepares environmental studies including stormwater planning reports, watershed management plans, habitat restoration plans, and visual impact assessments. Recent projects include the development of the planning studies for improvements to recreational facilities at Sunken Meadow State Park, construction documents for Hallock State Park Preserve a new State facility in Riverhead, design plans for Mill Creek Stormwater and Habitat Improvements in Port Jefferson, and the development of construction documents for pollution discharge abatement and habitat restoration at Scudder's Pond in the Village of Sea Cliff. Currently, Ms. Lenz is working on the design of the Town of Hempstead September 11 Memorial at Point Lookout Town Park and the design of a new recreational park for the Town of North Hempstead.

Project Experience Includes:

- Conceptual design and assessment of the North Ponds in Hempstead Lake State Park under The Rebuild by Design Living with the Bay Program directed by the Governor's Office of Storm Recovery, for NYS Office of Parks, Recreation and Historic Preservation. CA is providing ongoing professional services to NYSOPRHP for the development of the North Ponds as a filtering system to improve water quality of storm runoff that is carried into Hempstead Lake. Services provided include preliminary analysis of the existing conditions of the park land surrounding the ponds and the ponds themselves, and development of preliminary concepts to improve the filtering ability of the pond system and restore the habitat surrounding the ponds, as well as the development of a work plan for completing the work and applying for grant monies. (2016)
- Mill Creek Restoration and Water Quality Improvements at Barnum Avenue and Brook Road, Village of Port Jefferson, NY. As a result of the Mill Creek WM&HRP completed by CA for the Village in 2010 the Village was able to secure Water Quality Improvement Project (WQIP) funding to construct several of the recommended improvements included in the plan. The recently installed design includes restoration of the creek shoreline, removal of invasive species, installation of water quality units to reduce sediment loads and improvements to increase infiltration in existing creek segments with seasonal and storm flow. (2016)



NANCY LENZ, R.L.A.

Assistant Vice President, Landscape Architect

- Mill Pond at Deerfield Road Stormwater Improvement Study, Town of Southampton, NY. This project included analysis the drainage area discharging along Deerfield Road into Mill pond. Recommendations for improvements include vegetated filtering swales and bioswales along with sediment traps at agricultural properties and recommendations for removal of sediment from existing infiltration structures to restore system capacity. (2014)
- Scudder's Pond Improvements, Sea Cliff, NY. This completed project included all phases of design and construction from conceptual plans, and public meetings through final design, environmental permitting and construction oversight for improvements including removal of sediment using water quality units, replacement of overflow weirs, removal of invasive plant species, pond dredging and shoreline erosion and restoration of wetland edges along the pond perimeter and inflow creek to improve filtering of the water entering the pond. (2014)
- Inventory and Analysis of Stormwater Drainage to the Long Island Sound, Mt. Sinai west to Town line, Town of Brookhaven, NY. Completed in two phases, this project first entailed mapping the watersheds, outfalls and drainage infrastructure contributing runoff to the Long Island Sound from the northern portion of the Town and reviewed Town lands for potential for mitigation recommendations and identified five critical abatement projects. The second phase of the project identified additional management and mitigation measures and included preparation of a final report outlining all recommendations. (2011)
- Hallock State Park Preserve (NYSOPRHP) – Currently under construction, this project is a new New York State Park located in Riverhead, NY. The facilities include an education center and passive recreational facility that will allow beach access to a remote section of undisturbed Long Island Sound shoreline. The project includes access roads and parking areas along with multiuse trails through the site and to beach access. The design includes the use of pervious pavements, bioretention basins, and infiltration swales designed in accordance with the NYS Stormwater Design Manual and revegetation of disturbed areas with native plant species. (2015)
- Glenwood Road/Powerhouse Drain Pollution Abatement Plan, Hempstead Harbor Protection Committee. This project to improve water quality discharged into in Hempstead Harbor entailed storm drainage infrastructure mapping, pollutant loading analysis and development of recommendations for best management practices and non-point source control measures. The plan includes pollution source reduction measures for neighborhood stewardship, hotspot pollution prevention, and municipal good housekeeping, as well as target structural abatement recommendations.
- Stony Brook Creek Shoreline Restoration and Stabilization Project, Town of Brookhaven, NY. For this project, construction documents were prepared for stabilization of an eroding shoreline along a popular public waterfront parking area. Pollution mitigation measures installed to reduce pollutant loads in parking lot runoff included an infiltration swale and a water quality unit. (2010)
- Conscience Bay and Setauket Harbor Stormwater Management Plan, Town of Brookhaven, NY. This project to improve water quality in two environmentally sensitive waterbodies entailed watershed delineation, storm drainage infrastructure mapping, pollutant loading analysis and development of recommendations for management strategies and non-point source control measures. The plan includes target projects that will result in an improvement in water quality discharges to the waterbodies. (2009)
- Storm Water Runoff Impact Analysis Procedures Manual, Nassau County Department of Public Works – The project developed a procedures manual to provide an assessment of watersheds within the county. The manual includes procedures to conduct a watershed vulnerability analysis, map storm drainage infrastructure system, and identify and assess candidate sites for remediation actions. As part of the process, CA conducted the stormwater runoff impact analysis for a series of watershed on the north and south shore on the county. (2007)
- Swan River Watershed Management Plan and Stormwater Infrastructure Mapping and Assessment, Town of Brookhaven, NY.
- Green's Creek and Brown's River Watershed Management Plan and Stormwater Infrastructure Mapping and Assessment, Town of Islip, NY.



VU LY

Senior Civil Engineer

Overview

EDUCATION

- B.S., Civil and Environmental Engineering, Pratt Institute, NY

LICENSES/ CERTIFICATIONS

- SWPPP Certified
- Engineer In Training

Civil Design Engineer with more than two decades of broad experience in civil/site engineering, roadway reconstruction design, highway engineering, cost estimating and permitting. Mr. Ly's experience encompasses the design and preparation of engineering plans, erosion control, hydraulic analysis, SWPP preparation, and storm/sanitary sewer design. His experience also includes proficiency with the use of computer software such as AutoCAD 2014, Microstation SE, Hydraflow Storm Sewers, AutoTurn, StormCAD, TR55, Microsoft Works, Cogo 4.0 and CorelDraw 7.0.

Mr. LY has served as part of project teams for local roadway rehabilitation projects for municipal clients through design, bid, and construction management phases. These projects include improvements to pavement, curbs, sidewalks, drainage systems, guide rails, retaining walls, fencing, traffic signals, and related infrastructure. Project objectives have included increasing safety and operational efficiency, improving roadway drainage, and meeting the needs of the environment, local residents, and business communities. He has served as Civil Engineer for roadway, drainage, and infrastructure improvement projects for Nassau and Suffolk Counties, Towns of Oyster Bay, Huntington, North Hempstead, Brookhaven, and Smithtown, New York State Department of Transportation, Port Authority of NY & NJ, and various incorporated villages.

Relevant CA Project Experience Includes:

Planning and Design for the Restoration of Hempstead and Northeast Ponds, Hempstead Lake State Park, Nassau County, NY for the New York State Office of Parks, Recreation & Historic –

Mr. Ly is presently assisting with engineering design of major improvements to the north ponds at Hempstead Lake State Park, including analysis and design of wetland restoration, water treatment systems, floatables collection systems, dredging and other site enhancement. The work is being done as part of the Rebuild by Design: Living with the Bay Program administered by the Governor's Office of Storm Recovery (GOSR) for the Hempstead Lake and Mill River watershed. The goal of the north pond restoration is to increase community recreational opportunities, improve environmental conditions, and provide greater degree of coastal resiliency for the waterway system.





VU LY

Senior Civil Engineer

Previous Project Experience Includes:

Route 25 Reconstruction Study Report, (Assistant Project Manager), NYSDOT

Mr. LY assisted in tasks including traffic pattern layout, roadway alignment, traffic counts, roadway/intersection geometry, field inspection, properties research, business research, cost estimate, Microstation for the proposed road layout, and environment impact study.

CR35 Park Avenue, Huntington, NY, (Civil Engineer), Suffolk County DPW

Mr. LY assisted in providing engineering services including pavement, safety, traffic and pedestrian improvements and rehabilitation of Park Avenue CR35 from Greenlawn to Huntington for approximately 3 miles. Scope of work on this high volume road included survey, pavement analysis, traffic improvements, ADA adherence, drainage improvements, pedestrian safety upgrades, pavement striping/signage upgrades, bid plans/specifications, permitting, utility adjustments/coordination and construction support.

CR21 Yaphank Road, Middle Island, NY, (Civil Engineer), Suffolk County DPW

Mr. LY assisted in providing engineering services for pavement, safety, traffic and pedestrian improvements and rehabilitation of Yaphank-CR21 from SR 25A to Huntington for approximately 1 miles. Daily activities included survey, pavement analysis, traffic improvements, ADA adherence, drainage improvements, pedestrian safety upgrades, bid plans/specifications, permitting, and construction support.

Brewster Road Reconstruction, New York (Civil Engineer), Port Authority of NY & NJ

Project Engineer for proposed roadway pavement marking, roadway barrier, signs, maintenance and protection of traffic during reconstruction, permitting and construction staging.

Construction Inspection, LIE Expressway Exit 41 to Exit 51/Route 27A, Village of Lindenhurst and Copiague, NY, NYSDOT

Mr. LY provided Construction/roadway Inspection for proposed mill and fill. Inspected core samples, pavement condition rating, roadway settlement, roadway clearance, storm drain, guide rail, fence, and traffic signal loops.

Traffic Impact Statement & Preliminary Offsite Highway Improvements (LIE NYSDOT – RT 495 & CR 46), Yaphank, NY (Assistant Project Manager), AVR Realty

Assistant Project Manager for new traffic impact statement to analyze proposed PPD Meadows Smart Growth Development Project in Yaphank. Project involves preparing new traffic impact statement to meet the requirements of Suffolk County DPW, NYSDOT and Town of Brookhaven including build and no build analysis of adjacent parcels and include new traffic counts. Work also includes preparing traffic signal warrant analysis, and preliminary layouts of offsite roadway improvements to NYSDOT Rt. 495, and County Road Rt. 46 based upon the new project and the determination of the new traffic impact statement.

Rt. 25 Bridge Rehabilitations, Riverhead, NY (Design Engineer), NYSDOT

Design Engineer for rehabilitation of State Rt. 25 over Long Island Expressway and for rehabilitation of State Rt. 25 over CR58, both in Town of Riverhead. Work includes bridge rehabilitation and roadway upgrades; preliminary and final design of selected alternative.

Parks On-Call Services, Nissequogue River State Park (Civil Engineer), New York State Office of Parks, Recreation & Historic

Assisted in coordination and preparation of new parking lot design plans of the site alternatives for a condition assessment.



KEVIN MORGENSTERN, E.I.T.

Civil Engineer

EDUCATION

- B.S. Civil Engineering,
University of Hartford

LICENSES/ CERTIFICATIONS

- Engineer in Training
(EIT) certified
- 10 Hour OSHA
- SWPPP Certified



Overview

Present: CA Civil Engineer

Mr. Morgenstern, E.I.T. is currently a Civil Engineer that specializes in providing design, inspection and survey services.

Project experience includes:

- Roadway, drainage, utility, streetscape, lighting, parks and recreational field design
- Sanitary Systems
- Site planning
- Construction inspection and management
- Estimating construction costs
- Proficient in using Civil 3D, AutoCAD and Microstation
- Forensic engineering and traffic accident reconstruction analysis
- Signal timing
- Traffic counter placement and analysis
- GIS
- Topographic survey and basemapping

Relevant Project Experience Includes:

Provided construction inspection and resident engineer services for:

- Suffolk County Water Authority – Mr. Morgenstern served as Field Inspector for Authority pipeline and road restoration projects, conducted at night in NYSDOT ROW'S at SCWA service areas in Huntington and Babylon. This project also including ACI Concrete and AGS concrete inspections.
- Town of Islip on the reconstruction of Shore Road and the surrounding roadway network
- NYSDOT Hurricane Sandy clean up



KEVIN MORGENSTERN, E.I.T.

Civil Engineer

Performed topographic survey, basemapping, design, and estimating for:

- Town of Port Washington, Essex Court and the surrounding area
- Town of Oyster Bay, Juneau Boulevard and the surrounding area
- Town of Oyster Bay, Forest Avenue and the surrounding area
- Town of Oyster Bay, Florence Avenue and the surrounding area
- Town of Oyster Bay, Cypress Avenue and the surrounding area
- Town of Hempstead, Kopf Road and the surrounding area
- Town of Hempstead, Sunnyside Boulevard and the surrounding area
- Town of Hempstead, Arthur Street and the surrounding area
- Town of Hempstead, Broadway streetscape in Woodmere
- Town of Hempstead, Sanitary sewer connection at Veteran's Memorial Park
- Nassau County, South Oyster Bay Road
- Suffolk County, CR-80
- Village of Massapequa Park, Various roads for a requirements contract
- Village of Port Jefferson, Main Street (NYS 25A) and Broadway
- Westchester County, Egress Road and security checkpoints at Westchester County Airport
- Westchester County, Water line replacement at Westchester County Airport
- Westchester County, I-287 and Tappan Zee corridor study
- New York State Parks, Sanitary sewer upgrades at Belmont lake, Robert Moses, Jones Beach, Caumsett, Sunken Meadow, Wildwood, Captree, Planting Fields, Orient Beach, Connetquot, and Hither Hills State Parks
- Friends of the Highline, Phase III
- Suffolk County Water Authority water main replacement and restoration
- Village of Islandia, Repaving of Sampson Avenue and Witmer Court
- Town of Smithtown, Redesign of Lake Avenue
- Deer Park Fire Department, Parking lot redesign and training facility expansion



ROSARIO TERRACINA, EIT

Assistant Civil Engineer

EDUCATION

- B.S. in Environmental Engineering from University of Colorado, Boulder, CO

LICENSES/ CERTIFICATIONS

- Engineer in Training (EIT) certified, CO.



Overview

Mr. Terracina is an engineer at CA primarily involved in design projects involving site infrastructure and utility improvements for municipal clients. He is presently assisting with the preparation of design and construction documents for on-site sanitary system improvements including, innovative nitrogen reducing systems.

He has served as Assistant Civil Engineer for infrastructure improvement projects for Suffolk County, Towns of Smithtown Oyster Bay, Hempstead, North Hempstead, Babylon and the New York State Office of Parks. Mr. Terracina is proficient in AutoCad, Microsoft Office and various engineering programs.

Mr. Terracina's related academic courses included: Water/Wastewater Treatment, Fluid Mechanics, Environmental Engineering Design, Engineering Hydrology, Statics and Structures, Engineering Economics, and Materials & Energy Balance.

Recent Project Experience Includes:

Various "Innovative and Alternative Wastewater Treatment Systems" at Various County Parks for Suffolk County Department of Public Works. Design services for the installation of innovative nitrogen reducing technology for on-site sanitary systems at major county parks including Smith Point, Cupsogue, Timber Point amongst others.

Lake Avenue Rehabilitation, Smithtown, NY – Town of Smithtown, NY -- Design services associated with the reconstruction of Lake Avenue, including coordination of overhead facilities modifications with local utility companies, decorative lighting design and photometric analysis, and design of pedestrian crosswalk signalizations.

Nissequogue River State Park - Construction Documents for Marina Reconstruction, Site and Utility Improvements for the New York State Office of Parks, Recreation & Historic Preservation. Design services include sanitary pump station and force main installation, new domestic water and fire service main designs, double check valve and reduced pressure zone (RPZ) valve installations, and the design of primary and secondary electric service to the marina facility.



JASON CECERE

Environmental Scientist / Asbestos Inspector-Monitor

EDUCATION

•B.S. Environmental
Science,
State University of New
York at Binghamton

LICENSES/ CERTIFICATIONS

- NYSDOL Licensed Air
Sampling Technician, NY
- NYSDOL Licensed
Asbestos Project Monitor,
NY
- NYSDOL Licensed
Asbestos Inspector, NY
- PDI Radiation Safety
Training & Radiation
Safety Officer (RSO) for
PSI-NYC
- AutoCADD 2000
Professional Level I
(Pratt Institute)
- RMD XRF Lead Paint
Inspection System
Training
- 40 Hour OSHA
Certification
- USEPA Lead Based
Paint Inspection
Certification



Overview

With over 15 years of experience, Mr. Cecere serves as an environmental scientist and health and safety specialist at Cashin and is responsible for projects involving environmental site assessments, asbestos abatement, health/safety compliance, hazardous materials management, and site remediation. He has prepared numerous site assessments, asbestos testing, and investigations for educational, municipal, commercial, industrial, and residential properties. He is experienced in field supervision aspects of projects, as well as with the preparing remediation plans, ensuring regulatory compliance, and reporting for both public and private clients. He is thoroughly familiar with the requirements of ASTM Standards for the preparation of Phase I and II environmental site assessments, as well as State and Federal asbestos requirements.

Relevant Project Experience Includes:

Asbestos Inspector and Project Monitor, Various Public and Private Clients

Mr. Cecere conducts asbestos inspections and surveys, including bulk sampling. He provides oversight of client and/or contractor compliance to applicable New York State Department of Labor, New York City Department of Environmental Protection, and OSHA abatement regulations through on-site sampling and regulation enforcement. Clients include New York City School Construction Authority, New York City Board of Education, KeySpan, Consolidated Edison, Dormitory Authority of the State of New York, Roosevelt Island Operating Corporation, and Washington Mutual (now Chase Manhattan) Bank.

Asbestos Inspector and Project Monitor, New York State Office of Parks, Recreation and Historic Preservation

Mr. Cecere conducted asbestos surveys and monitored abatement during renovation of historic buildings at Caumsett State Historic Park, including roof replacements.



JASON CECERE

**Environmental Scientist / Asbestos
Inspector-Monitor**

Asbestos Inspector and Project Monitor, State University of New York at Stony Brook

Mr. Cecere is responsible for asbestos surveys and monitoring of abatement for demolition of cooling towers at one of the University's power plants.

Health and Safety Compliance Program, Town of Oyster Bay, NY

Mr. Cecere has been assisting the Town of Oyster Bay in a health and safety compliance program for municipal workers, involving site inspections, training and reporting relating to hazardous materials management, workplace safety, and OSHA compliance at over 25 Town facilities with approximately 1,200 employees.

Health and Safety Compliance Plans

Mr. Cecere has assisted the New York State Department of Transportation with the preparation of health and safety plans for three major NYSDOT highway reconstruction projects in Nassau and Suffolk Counties.

Environmental Regulatory Compliance

Mr. Cecere has completed compliance inspections, drinking water sampling, soil sampling during UST excavation, storm water run-off monitoring, mold and paint inspections, assistance with OSHA compliance audit, OSHA/NYSOL employee training, weather data collection, facility inspections and critical observation of worker activities. He has utilized his technical writing skills generating client reports. Clients include Cablevision, the Triborough Bridge and Tunnel Authority, Aon Risk, Dormitory Authority of the State of New York, Town of Oyster Bay, and Washington Mutual (now Chase Manhattan) Bank.

Underground Tank Removal

Mr. Cecere has provided field oversight of subsurface remediation, underground tank removal projects, and sampling for various corporate clients, Nassau and Suffolk Counties.

Indoor Air Quality Investigations

Mr. Cecere has completed investigation of client health concerns through consultation with occupant groups and a variety of sampling approaches. Sampling utilized real-time data-logging instruments, VOC / SVOC screening, airborne and swab sampling of mold and bacteria and HVAC capacity and performance assessment. All projects were addressed guidelines and references to determine sampling methodologies, review of sampling results and report generation. Clients include Cablevision, Bell Atlantic, Reuters, and Battery Park City Authority.

Industrial Hygiene Technician

Mr. Cecere has completed site inspections and appropriate sampling after determination of method. He has provided health and safety training and critical observation of worker activity. He has reviewed sampling results and provided reports. He had provided oversight of Respiratory Protection Program and Field Equipment Requirements for field staff. Clients include Graphite Metallizing, Gasser & Sons.

Lead Based Paint Services

Mr. Cecere is a USEPA-Trained Lead Based Paint Inspector and has completed XRF lead inspections, bulk sampling, abatement air monitoring and clearance wipe testing, TCLP-lead sampling, high volume TSP/PM10 monitoring and abatement contractor oversight. Responsible for review of sampling results, comparison to applicable regulatory guidelines, and report generation. Clients include New York City Board of Education, New York City Housing Authority, and the United States Coast Guard.



MARC T. CALIFANO, P.G.

Environmental Scientist

EDUCATION

- B.S., Environmental Science,
State University of New York at Oneonta

LICENSES/ CERTIFICATIONS

- Professional Geologist
Licensed in New York
- 40-Hour OSHA Training
- OSHA (HAZWOPER)
Safety Certification
- Amtrak On-Track Safety
Certification
- EPA Radar Training and
Certification
- Environmental Data
Resources –ASTM Due
Diligence Update - 2006
- New AAI Standard
MTA New York City
Transit - Track Safety
Training



Overview

As an Environmental Scientist with 20 years of experience, Mr. Califano serves as an environmental scientist and inspector at CA for site investigations, building investigations and facility compliance reports and health/safety compliance reviews. Areas of expertise include Phase I and Phase II environmental site assessments under ASTM standards that have included site reconnaissance to gather any visible evidence of contaminants or potential contamination from tanks, drums, garbage or debris of any kind, and offer environmental and safety hazards. He performs land use history of the site through interviews with local government officials, the owner, and neighbors and prepares written requests under the Freedom of Information Act to disclose any adverse environmental impacts associated with the subject property including monitoring or enforcement activities conducted on or near the site. He also assesses the regulatory compliance status of sites and associated facilities through review of code and regulatory requirements.

Additional experience includes environmental permit applications, site remedial cleanups, site investigations, technical report writing, and regulatory-agency negotiations. He has prepared permit applications, engineering reports, operation and maintenance manuals, drawing sets, renewals and modifications for New York State Department of Environmental Conservation (NYSDEC) 6 NYCRR Part 360 Solid Waste Transfer Station Facilities. He has also prepared permit applications and engineering reports for the New York City Department of Sanitation (NYCDOS) for putrescible solid waste, construction and demolition debris, and clean fill material waste transfer stations. Other agencies for which Mr. Califano has prepared applications include the New York City Department of Protection (NYCDEP) and the New Jersey Department of Protection (NJDEP) where he prepared air permit applications which included regulatory forms, emission calculations, and emission point plot plans.

RELEVANT EXPERIENCE INCLUDES:

Town of Brookhaven - Phase III Remediation of Domestic and Animal Sanitary Systems

Mr. Califano supervised the remediation of two on-site sanitary systems (animal and domestic) at the Town's Animal Shelter. The remediation included removal of over 22,000 gallons of liquid and sludge wastes from the sanitary septic and leaching pools. CA performed collection of end-point samples, and permit and remediation compliance with the Suffolk County Department of Health Services.

Town of North Hempstead DPW- Fueling Facility Spill Remediation

Mr. Califano performed a Phase II Investigation and Phase III remediation of a fuel tank leak at the Town's main DPW fueling facility. The investigation included soil borings and sampling to determine the extent of the fuel spill, and preparation of a remediation plan for the approval of the New York State Department of Environmental Conservation (NYSDEC).



MARC T. CALIFANO, P.G.

Environmental Scientist

Site Re-development and Remedial Cleanup Projects, Suffolk County Department of Health Services

Mr. Califano served as project manager during two site re-development remedial cleanup projects: a shopping center in Deer Park and a Walgreen's Pharmacy in Patchogue. His responsibilities included budget planning and tracking, project forecasting, preparation and approval of pre-bills and invoices, client communications, work plan and report preparation, and managing and training field personnel. All storm water and sanitary systems, AST and UST tanks were remediated in cooperation with the SCDHS and NYSDEC. Mr. Califano coordinated the disposal of contaminated and hazardous soils by interrupting analytical data with approved regulated disposal facilities.

New York State Department of Environmental Conservation and Suffolk County Department of Health Services

Mr. Califano was active with site re-development remedial cleanup activities in connection with the Suffolk County Department of Health Services (SCDHS) and the NYSDEC. He assisted the NYSDEC Spills

Department with emergency spill calls, site visits, supervised tank pulls and tank abandonment and spill cleanups. His responsibilities there included preparation of health and safety plans, contaminated material handling plans, field organic vapor monitoring plans, sampling plans, and disposal plans for NYSDOT contract documents. He prepared and implemented remedial investigation work plans and closed numerous NYSDEC spill cases. Mr. Califano also developed proposals and budgets which required client and regulatory interaction to assure quality and profitability of work.

Redevelopment of a 21 acre Trailer Park in North Amityville, New York (Grey Barn) – Sampling, Remediation and Closure of 600 Cesspool Systems - R Squared, LLC.

As project manager/lead Environmental Scientist, Mr. Califano performed the sampling, remediation and closure of 600 cesspools systems associated with Section 1, Section 2, Section 3, and Section 4 of a 21 acre trailer park which is currently being re-developed into a mixed-use property. Mr. Califano collected initial sludge samples from select cesspool and stormwater structures to determine background levels of contaminants associated with bottom sediments from sanitary and stormwater discharges. In accordance with Article 12 of the Suffolk County Standard Operating Procedure (SOP) 9-95 "Pumpout and Soil Cleanup Criteria".

Subsurface Soil Vapor Intrusion Studies at Active and Former Dry Cleaning Facilities – Bayville Village Cleaners, Bayville, NY; Central Cleaners, North Bellmore, NY; and Miller Place Cleaners, Miller Place, NY

As lead Environmental Scientist, Mr. Califano installed and sampled temporary and permanent sub-slab soil vapor gas sampling points at several active and former dry cleaning facilities to evaluate perchloroethylene (PCE) and trichloroethylene (TCE) vapor intrusion from the subsurface utilizing Summa Canisters via USEPA TO-15 methodology. Mr. Califano also evaluated the building's indoor air quality, and the ambient air quality of the area surrounding the facility building. Based on the levels of sub-slab vapors and ambient air samples collected, Mr. Califano determined if the subject site required further monitoring/testing or remedial measures associated with the design of an active sub-slab depressurization system (SSDS) through decision matrices published by the New York State Department of Health Services (NYSDOH). Mr. Califano prepared Remedial Work Plans, Sampling Plans, Final Engineering Reports, Site Management Plans, and yearly Inspection/Periodic Review reports; all of which involved the testing and analysis of ambient air samples, sub-slab soil vapor samples, groundwater samples and monitoring of the SSDS system components utilizing a magnehelic differential pressure gauge and a PID meter.

Town of North Hempstead Department of Public Works Fueling Facility Spill Remediation

Mr. Califano performed a Phase II Investigation and Phase III remediation of a fuel tank leak at the Town's main DPW fueling facility. The investigation included soil borings and sampling to determine the extent of the fuel spill, and preparation of a remediation plan for the approval of the New York State Department of Environmental Conservation (NYSDEC). Mr. Califano oversaw the removal of contaminated soil and performed sampling to the satisfaction of the NYSDEC.

Solid Waste Management Plan (SWMP), Town of Oyster Bay, NY

Mr. Califano is assisting with the preparation of a new ten-year Solid Waste Management Plan (SWMP) for the Town of Oyster Bay. The plan will be prepared in accordance with the requirements of 6NYCRR §360-15.9.

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


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

**CASHIN ASSOCIATES PC
1200 VETERANS MEMORIAL HGY
SUITE 200
HAUPPAUGE, NY 11788-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 01/01/2021 TO 12/31/2023.



**CERTIFICATE NUMBER
0018230**


**BETTY ROSA
INTERIM COMMISSIONER OF EDUCATION**

COUNTY OF NASSAU

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

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

Address: 1200 Veteran's Memorial Highway

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

Country: US

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

3. Type of Business: Public Corp (specify) _____

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

1 File(s) uploaded Stockholders.pdf

No principals have been attached to this form.

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

If none, explain.

1 File(s) uploaded Stockholders.pdf

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

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

Cashin Associates, P.C. has two affiliates: Cashin Technical Services and Plainview Business Supply Corp.
No affiliates will take part in this contract.

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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(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.

Electronically signed and certified at the date and time indicated by:
francis cashin, III, P.E. [FCASHIN@CA-PC.COM]

Dated: 11/01/2021 02:21:08 PM

Title: EVP

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



CORPORATE STOCKHOLDERS INFORMATION

Below is a list of the stockholders for Cashin Associates, P.C.:

Name	Office	Number of Shares	Percentage
Alfred Angiola, P.E.	CH, P	4,500	85.6%
Francis Cashin, III, P.E.	EVP, T, D	100	1.9%
James Gladysz, P.E.	SVP, D	300	5.7%
Gregory Greene, P.G.	SVP, D	20	0.4%
Joseph Iannucci, R.A.	VP, D	200	3.8%
Paul DiMaria, P.E.	VP, D	100	1.9%
James Feeney, P.E.	--	10	0.2%
Nancy Lenz, R.L.A	--	5	0.1%
Steve Brix, P.E.*	--	25	0.5%

Note: * Represents a non-employee

Addresses for all Corporate Officers

Name	Office	Address
Alfred Angiola, P.E.	CH, P	[REDACTED]
Francis Cashin, III, P.E.	EVP, T, D	[REDACTED]
James Gladysz, P.E.	SVP, D	[REDACTED]
Gregory Greene, P.G.	SVP, D	[REDACTED]
Joseph Iannucci, R.A.	VP, D	[REDACTED]

Addresses for all Stockholders

Name	Address
Alfred Angiola, P.E.	[REDACTED]
Francis Cashin, III, P.E.	[REDACTED]
James Gladysz, P.E.	[REDACTED]
Joseph Iannucci, R.A.	[REDACTED]
Gregory Greene, P.G.	[REDACTED]
James Feeney, P.E.	[REDACTED]
Nancy Lenz, R.L.A	[REDACTED]
Steve Brix, P.E.*	[REDACTED]

CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>CASHIN ASSOCIATES, P.C. 1200 VETERANS MEMORIAL HWY SUITE 200 HAUPPAUGE, NY 11788</p> <p><small>Work location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small></p>	<p>1b. Business Telephone Number of Insured</p> <p>631-348-7600</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>11-2325811</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Nassau County Dept. of Public Works 1194 Prospect Avenue Westbury, NY 11590 Attn: Robert LaBaw, Architect IV</p>	<p>3a. Name of Insurance Carrier</p> <p style="text-align: center;">The Guardian Life Insurance Company of America</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>00926090-0000</p> <p>3c. Policy effective period</p> <p style="text-align: center;">07/01/2021 to 07/01/2022</p>
<p>4. Policy provides the following benefits:</p> <p><input checked="" type="checkbox"/> A. Both disability and paid family leave benefits.</p> <p><input type="checkbox"/> B. Disability benefits only.</p> <p><input type="checkbox"/> C. Paid family leave benefits only.</p> <p>5. Policy covers:</p> <p><input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.</p> <p><input type="checkbox"/> B. Only the following class or classes of employer's employees:</p> <p>_____</p> <p>_____</p>	

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/29/2021 By Raymond J. Marra
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Raymond J. Marra - Senior Vice President, Group and Worksite Products

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

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

State of New York

Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2021

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

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

PRODUCER HUB International Northeast 100 Sunnyside Boulevard Woodbury NY 11797	CONTACT NAME: Laurie Greco PHONE (A/C, No, Ext): 516-677-4827 FAX (A/C, No): 917-934-5307 E-MAIL ADDRESS: laurie.greco@hubinterantional.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Transportation Insurance Company INSURER B: Continental Casualty Company INSURER C: The Continental Insurance Company INSURER D: Lexington Insurance Company INSURER E: INSURER F:	
INSURED Cashin Associates P.C. 1200 Veterans Memorial Highway Suite 200 Hauppauge NY 11788	NAIC # 20494 20443 35289 19437	

COVERAGES

CERTIFICATE NUMBER: 1233263300

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		6079276779	9/13/2021	9/13/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6079276782	9/13/2021	9/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		6079276796	9/13/2021	9/13/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	PROFESSIONAL LIABILITY CLAIMS MADE	N	N	023058105	6/30/2021	6/30/2022	OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 DEDUCTIBLE \$50,000

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

RE: Milburn Creek Amendment

Certificate Holder is protected as an Additional Insured with respects to the General Liability policy as required by written contract with regard to the above referenced project.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Dept of Public Works
1194 Prospect Avenue
Attn: Robert LaVaw, Architect IV
Westbury NY 11590

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Danyle S. Reback

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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE
AND SUBSCRIBE

***** 112325811
HUB INTERNATIONAL NORTHEAST
100 SUNNYSIDE BLVD
WOODBURY NY 11797

POLICYHOLDER CASHIN ASSOCIATES PC 1200 VETERANS MEMORIAL HIGHWAY HAUPPAUGE NY 11788		CERTIFICATE HOLDER MILBURN CREEK AMNDMT NASSAU COUNTY DEPT OF PUB WRKS 1194 PROSPECT AVE ATTN: ROBERT LABAW, ARCHITECT WESTBURY NY 11590	
POLICY NUMBER 12039 740-2	CERTIFICATE NUMBER 39895	POLICY PERIOD 07/23/2021 TO 07/23/2022	DATE 10/26/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2039 740-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 839499213

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of Purchasing and Contracts
Att: Robert Cleary, Director of Procurement Compliance

FROM: Department of Public Works

DTE: October 27, 2021

SUBJECT: Contract Amendment – Cashin Associates, P.C.
H61000-07C – “On-Call” Civil Engineering and Site Development Design and Support Services

Pursuant to your request, please be advised of the following regarding the contract between Cashin Associates, P.C. and the Nassau County Department of Public Works for “On-Call” Civil Engineering and Site Development Design and Support Services, and the necessity for the retro-active Contract Amendment:

- This amendment is for an extension of time (for payment purposes) and to provide compensation for Additional Services performed by the Firm (as assigned by the County), relating to Construction Administration services performed for the bulkhead replacement, improvement of park amenities, and site development on the Milburn Creek Boat Basin project
- The original schedules for these projects projected completion of all construction prior to the term expiration date of the subject contract. However, the project completion date pushed beyond the anticipated deadline due to factors beyond the Department’s control. The firm was authorized by the Department to continue to provide Construction Administration Services as the County’s subject matter expert, until all construction activities were complete.
- The original delay in presenting this amendment was primarily due to individual project delays including construction delays due to weather, delivery delays, and unanticipated field conditions. DPW was in the process of preparing the contract amendment package for Legislative approval (circa May 2018) when a new policy was implemented discouraging retroactive amendments. The contract amendment and the outstanding claim voucher remained in a state of limbo for almost two (2) years. In June of 2020, in-house council advised DPW to notify Cashin that the best process for remediation of the outstanding compensation for Professional Services was to file a Notice of Claim with the County Attorney, and in July of 2020, Cashin did so. After investigation of the Notice of Claim by the Litigation and Appeals Bureau of the Office of the County Attorney, a letter of denial of the claim (dated September 29, 2020) was sent to Cashin, and DPW was advised by the County Attorney to continue to pursue a retroactive contract amendment.

The consultant’s basis for payment remains unchanged. If you have any question or concerns, please do not hesitate to contact me.



Kenneth G. Arnold
Commissioner

KGA:RM:jd

c: Rakhal Maitra, Deputy Commissioner
Jane Houdek, Counsel, Public Works
Joseph Amerigo, Project Manager IV
Robert LaBaw, Architect IV



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: October 27, 2020

SUBJECT: Approval of Contract Amendment
To: Cashin Associates, P.C.

This amendment will amend the County's Personal Services agreement with Cashin Associates, P.C. (Cashin) to extend the agreement term for payment purposes only, allowing the Firm to receive compensation for their performance of "Additional Services" work. Cashin performed "on-call" civil engineering services for the County in connection with the design, preparation of construction documents, and provided assistance with the bidding process, relating to bulkhead replacement, improvement of park amenities, and site development on the Milburn Creek Boat Basin project.

The original schedules for this project projected completion of all construction prior to the term expiration date of the subject contract. However, the project completion date pushed beyond the anticipated deadline due to factors beyond the Department's control. The firm was authorized by the Department to continue to provide Construction Administration Services as the County's subject matter expert, until all construction activities were complete.

This amendment will allow the Firm to receive compensation for providing additional "on-call" civil engineering design services (Construction Administration) as authorized by this Department for the specific project.

Project Cost for these Professional Services is twenty-One thousand two hundred eighty-three dollars and twenty cents (\$21,283.20).

Funding for this amendment will be available from Capital Project 41873.

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



Kenneth G. Arnold
Commissioner

KGA:RM:pl

c: Rakhal Maitra, Deputy Commissioner
Jane M. Houdek, Attorney Public Works
Joseph Amerigo, Project Manager IV
Robert LaBaw, Architect IV

APPROVED:

 10/27/2020

Brian J. Schneider
Deputy County Executive

Date

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive



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

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


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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Name and Title of Authorized Representative



Signature

____11/02/2021____
Date

Name of Organization

Address of Organization

Instructions for Certification

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

Contract ID#: H61000-67CDepartment: Public Works

CLPW15000041

CF E-220-15

CF (Capital) Contract Details

SERVICE Design AgreementNIFS ID #: CFPW10000051 NIFS Entry Date: 10/5/15 Term: from Execution to 12/31/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/> # <u>2</u>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/> RES#

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

Agency Information

Vendor	
Name Cashin Associates, P.C.	Vendor ID# 11-2325811
Address 1200 Veterans Highway Hauppauge, NY 11798	Contact Person Francis J. Cashin, III, P.E. Phone 631 / 348-7600

County Department
Department Contact Shila Shah-Gavnoudias, P.E.
Address 1194 Prospect Avenue Westbury, NY 11590
Phone 516 / 571-9604

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Approval (Dept. Head) <input type="checkbox"/>	10/1/15	[Signature]	
	DPW Capital Only	CF Capital Fund Approval <input type="checkbox"/>	10/1/15	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	10/28/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
10/29/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	10/29/15	[Signature]	
10/29/15	County Attorney	CA Approval as to Form <input checked="" type="checkbox"/>	10/30/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	11/5/15	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	11/20/15	[Signature]	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	12/31/15	[Signature]	12/31/15
11/4/15	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	11/4/15	[Signature]	

**Contract Summary****Description:**

"On-Call" Civil Engineering Design Contract amendment #2

Purpose:

An amendment to a Personal Services agreement with Cashin Associates, P.C. (Cashin) is required to extend the agreement term and permit the Firm to perform "Additional Services" work. Cashin performed "on-call" civil engineering services for the County in connection with the design, preparation of construction documents, and provided assistance with the bidding process, relating to bulkhead replacement, improvement of park amenities, and site development on the Milburn Creek Boat Basin project. This amendment will allow the Firm to provide additional "on-call" civil engineering design services and construction administration services for the specific project.

Method of Procurement:

The contractor was previously selected through an open competitive RFP – A qualification based rating system in accordance with established DPW procedures. This is the second contract amendment.

Procurement History:

N/A – The original agreement was approved by the Nassau County Legislature on September 13, 2010, and amended on November 18, 2013.

Description of General Provisions:

This is a term contract that expires on December 31, 2016.

Impact on Funding / Price Analysis:

Funding source for this contract will be from Capital Project Number 41873.

Change in Contract from Prior Procurement:

Contract amendment #2 will amend the term of the agreement extending it to December 31, 2016, and permit the performance of "Additional Services" work.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	41
Resp:	873
Object:	0002
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$
Federal	\$
State	\$
Capital	\$75,000.00
Other	\$
TOTAL	\$75,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/418737 00002	\$75,000.00
2		\$
3		\$
4		\$
5	INSURANCE SECTION	\$
6		\$
TOTAL		\$75,000.00

Document Prepared By: Robert LaBaw, Architect IIIDate: September 28, 2015

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 <u>[Signature]</u>
Name <u>[Signature]</u>	Name <u>[Signature]</u>	Date <u>11/11/15</u>
Date <u>12/24/15</u>	Date <u>12/24/15</u>	(For Office Use Only)

E-220-16

RULES RESOLUTION NO. 276 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 NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND CASHIN ASSOCIATES P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 11/16/15
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Cashin Associates P.C. to provide "on-call" civil engineering and site development design and support 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 authorize the County Executive to execute the said amendment to an agreement with Cashin Associates P.C.

AMENDMENT No. 2

This AMENDMENT (this "Amendment No. 2"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and (ii) CASHIN ASSOCIATES, P.C. (the "Firm") having its principal office at 1200 Veterans Memorial Highway, Hauppauge, NY 11788.

WITNESSETH:

WHEREAS, pursuant to County contract number H61000-07C between the County and the Firm, executed on behalf of the County on November 15 2010 (the "Original Agreement"), and amended on December 12, 2012 (Amended Agreement) allowing the Firm to perform "on-call" civil engineering and site development design and support services for the County beyond the expiration date of the original agreement, which services are more fully described in the Original Agreement (the "Services"), and in particular, design, preparation of construction documents, assistance in the bidding process, and construction administration services relating to bulkhead replacement, improvement of park amenities, and site development on the Milburn Creek Boat Basin project;

WHEREAS the Original Agreement must be updated to reflect work necessary to complete the project; and

WHEREAS the County desires to amend the Services, Agreement Term, and provide compensation for these Services.

NOW, THEREFORE, in consideration of the mutual promise contained herein and for other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:


1. Amended Term. The term is extended to December 31, 2016 unless sooner terminated or extended in accordance with its terms ("Amended Term").
2. Additional Services. In addition to the Services provided by the Original Agreement, the Firm shall perform the services described in "Exhibit C" which is attached hereto and made part hereof ("Additional Services").
3. Additional Consideration. In addition to the Consideration provided by the Original Agreement the firms shall be paid in the amounts specified in Exhibit C for providing the services described in Exhibit C ("Additional Consideration").

4. 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.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

FIRM CASHIN ASSOCIATES, PC

By: 
Name: FRANCIS J. CASHIN
Title: ENP
Date: 9-18-15

NASSAU COUNTY

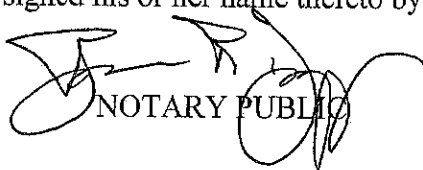
By: 
Name: Charles Ribando
Title: Deputy County Executive
Date: 1/5/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

Suffolk)ss.:
COUNTY OF NASSAU)

On the 18th day of September in the year 2015 before me personally came Francis J. Cashin, III 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 Executive VP of Cashin Associates, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

BRIAN R DUGGAN
Notary Public, State of New York
NO. 02DU6146694
Qualified in Suffolk County
Commission Expires May 22, 2018

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 5th day of January in the year 2016 before me personally came Charles Ribando 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 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
Notary Public, State of New York
No. 01P23259026
Qualified in Nassau County
Commission Expires April 02, 2016

EXHIBIT C
Milburn Creek Boat Basin
Bulkhead Replacement and Site Improvements
Payment Schedule

Payment to the Firm for all services as enumerated below, shall be in addition to those enumerated and described in Original Agreement, and shall be made as follows:

1.0 Extra Services

1.1 Extra Services #1

As directed by the County, the Firm prepared construction documents consisting of detailed, complete and coordinated civil / site engineering drawings (including but not limited to plans, elevations, sections, details and schedules), specifications and other such bid documents in written and graphic form as was required for increased Scope of Work including site lighting, drainage, paving and landscaping for areas beyond those disturbed by the bulkhead replacement in Milburn Creek Park.

The Firm shall be paid a lump sum fee of **Thirty Seven Thousand Dollars (\$37,000.00)** to cover all costs associated with this work.

1.2 Extra Services #2

As was originally assigned by the County, the Firm will be required to perform limited Construction Administration services on the project including: review of submittals and shop drawings, providing responses to contractor RFI's, and limited site visits / project meetings.

The Firm shall be paid a lump sum fee of **Thirty Eight Thousand Dollars (\$38,000.00)** to cover all costs associated with this work.

- A. The Firm's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the percentage of the Firm's work completed for each phase, as approved by the Commissioner.
- B. If in the event a credit change order requires the Firm to perform additional services, then, subject to the approval of the Commissioner, the Firm shall be paid for such services as detailed in the Section "Extra Services or Additional Costs" of the original agreement.

AMENDMENT No. 2

This AMENDMENT (this "Amendment No. 2"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and (ii) CASHIN ASSOCIATES, P.C. (the "Firm") having its principal office at 1200 Veterans Memorial Highway, Hauppauge, NY 11788.

W I T N E S S E T H:

WHEREAS, pursuant to County contract number H61000-07C between the County and the Firm, executed on behalf of the County on November 15 2010 (the "Original Agreement"), and amended on December 12, 2012 (Amended Agreement) allowing the Firm to perform "on-call" civil engineering and site development design and support services for the County beyond the expiration date of the original agreement, which services are more fully described in the Original Agreement (the "Services"), and in particular, design, preparation of construction documents, assistance in the bidding process, and construction administration services relating to bulkhead replacement, improvement of park amenities, and site development on the Milburn Creek Boat Basin project;

WHEREAS the Original Agreement must be updated to reflect work necessary to complete the project; and

WHEREAS the County desires to amend the Services, Agreement Term, and provide compensation for these Services.

NOW, THEREFORE, in consideration of the mutual promise contained herein and for other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

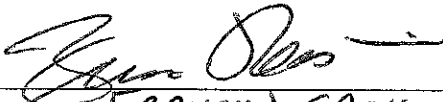
1. Amended Term. The term is extended to December 31, 2016 unless sooner terminated or extended in accordance with its terms ("Amended Term").
2. Additional Services. In addition to the Services provided by the Original Agreement, the Firm shall perform the services described in "Exhibit C" which is attached hereto and made part hereof ("Additional Services").
3. Additional Consideration. In addition to the Consideration provided by the Original Agreement the firms shall be paid in the amounts specified in Exhibit C for providing the services described in Exhibit C ("Additional Consideration").

4. 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.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

FIRM CASHIN ASSOCIATES, PC

By: 
Name: FRANCIS J. CASHIN
Title: EVP
Date: 9-18-15

NASSAU COUNTY

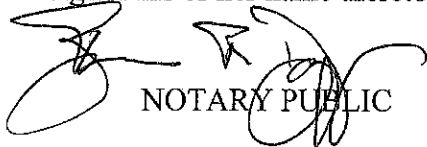
By: 
Name: Charles Richards
Title: Deputy County Executive
Date: 1/24/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

Suffolk)ss.:
COUNTY OF ~~NASSAU~~)

On the 18th day of September in the year 2015 before me personally came Francis J. Cashin, III 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 Executive VP of Cashin Associates, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

BRIAN R DUGGAN
Notary Public, State of New York
NO. 02DU6146694
Qualified in Suffolk County
Commission Expires May 22, 2018

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 28th day of January in the year 2011 before me personally came Charles Ribando 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 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
Notary Public, State of New York
No. 01P26236026
Qualified in Nassau County
Commission Expires April 02, 2016

EXHIBIT C
Milburn Creek Boat Basin
Bulkhead Replacement and Site Improvements
Payment Schedule

Payment to the Firm for all services as enumerated below, shall be in addition to those enumerated and described in Original Agreement, and shall be made as follows:

1.0 Extra Services

1.1 Extra Services #1

As directed by the County, the Firm prepared construction documents consisting of detailed, complete and coordinated civil / site engineering drawings (including but not limited to plans, elevations, sections, details and schedules), specifications and other such bid documents in written and graphic form as was required for increased Scope of Work including site lighting, drainage, paving and landscaping for areas beyond those disturbed by the bulkhead replacement in Milburn Creek Park.

The Firm shall be paid a lump sum fee of **Thirty Seven Thousand Dollars (\$37,000.00)** to cover all costs associated with this work.

1.2 Extra Services #2

As was originally assigned by the County, the Firm will be required to perform limited Construction Administration services on the project including: review of submittals and shop drawings, providing responses to contractor RFI's, and limited site visits / project meetings.

The Firm shall be paid a lump sum fee of **Thirty Eight Thousand Dollars (\$38,000.00)** to cover all costs associated with this work.

- A. The Firm's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the percentage of the Firm's work completed for each phase, as approved by the Commissioner.
- B. If in the event a credit change order requires the Firm to perform additional services, then, subject to the approval of the Commissioner, the Firm shall be paid for such services as detailed in the Section "Extra Services or Additional Costs" of the original agreement.

Contract ID#:H61000-07C

CLPW13000067

CF (Capital)**E-222-13****Contract Details**

SERVICE Design Agreement

NIFS ID # CLPW10000051 NIFS Entry Date: _____ Term: Execution to November 9, 2014

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

Agency Information

Vendor	
Name	Vendor ID#
Cashin Associates, P.C.	11-2325811
Address	Contact Person
1200 Veterans Highway	John Schreck, P.E.
Hauppauge, NY 11798	Phone
	(631) 348-7600

County Department
Department Contact
Kenneth Arnold
Address
1194 Prospect Ave Westbury, New York 11590
Phone
516-571-9607

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	10/24/13	<i>Kenneth Arnold</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	10/24/13	<i>Kenneth Arnold</i>	
	OMB	NIFS Approval <input type="checkbox"/>	10/24/13	<i>Bon J. ...</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
10/24/13	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	10/24/13	<i>J. ...</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	10/24/13	<i>J. ...</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	10/24/13	<i>Gregory A. May</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	11/21/13	<i>J. ...</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>	11/21/13	<i>J. ...</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	11/6/13	<i>J. ...</i>	

PRCF1205 (12/05)

Contract Summary

Description: On-Call Civil Site Design Contract Amendment 1
Purpose: This project work exceeds the current staffing levels of in-house personnel. This work requires increases in manpower commitment, and specific technical expertise. Given our present workload and our limited capacity to provide engineering design services required, we recommend that "on-call" consulting engineering firms be retained to perform necessary civil engineering and site development design and support services.
Method of Procurement: The contractor was previously selected through an open competitive RFP process.
Procurement History: The contractor was selected through an open competitive RFP process, this is the first amendment.
Description of General Provisions: The contract amendment 1 will amend the term of the agreement to November 9, 2014.
Impact on Funding / Price Analysis: There is no change in the amount of compensation to the contractor.
Change in Contract from Prior Procurement: The contract amendment #1 will amend the term of the agreement extending it to November 9, 2014.
Recommendation: Approve Contract Amendment #1 as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00002
Transaction:	CF

RENEWAL	
% Increase	
% Decrease	

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/61587/00002	\$0.01
2		\$
3		\$
4	<i>Q. Ametr 10/24/13</i>	\$
5		\$
6		\$
TOTAL		\$

Document Prepared By: **Kenneth Arnold**Date: **10/10/13**

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 <i>[Signature]</i>
Name <i>[Signature]</i>	Name <i>Steve J. Salinas</i>	Date <i>11/6/13</i>
Date <i>12/3/13</i>	Date <i>12/3/13</i>	(For Office Use Only)
		E #:

E-222-13

RULES RESOLUTION NO. 330 2013

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.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 11-18-13
VOTING:
ayes 4 nays 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Cashin Associates, P.C. for on-call civil engineering and site development design and support services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

AMENDMENT ONE

This AMENDMENT (this "Amendment One"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and (ii) CASHIN ASSOCIATES, P.C., 1200 Veterans Memorial Highway, Hauppauge, NY 11788 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H61000-07C between the County and the Firm, executed on behalf of the County on November 15, 2010 (the "Original Agreement"), the Firm performed "on-call" civil engineering and site development design and support services, which services are more fully described in the Original Agreement (the "Services");

WHEREAS, in order to complete the services contemplated by the Original Agreement, the County and the Firm desire to amend the Term; and,

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

1. Term. This Amendment ~~Two~~ shall extend the term of the Original Agreement to November 9, 2014, or such later date as is necessary to complete Services requested prior to November 9, 2014, subject to sooner termination as provided in the Original Agreement ("Amended Term").

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

FIRM Cashin Associates, P.C.

By: Alfred Angel
Name: Alfred Angel
Title: PRESIDENT
Date: 9-26-13

NASSAU COUNTY

By: [Signature]
Name: Richard R. Walker
Title: County Executive
☒ Deputy County Executive
Date: 12/12/13

Chief Deputy County Executive

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

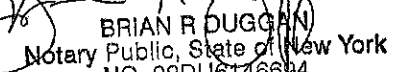
)ss.:

COUNTY OF ~~NASSAU~~)

SUFFOLK

On the 26th day of September in the year 2013 before me personally came Alfred J. Angiola, P.E. 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, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

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 12 day of December in the year 2013 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is 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
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: H61000-07C

CFPW10000051

Department: Public Works

CF (Capital)**E-141-10CF****Contract Details**

NIFS ID #: CFPW10000051

NIFS Entry Date: _____

SERVICE: Design Agreement

Term: from _____ to 2 yrs.

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

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

Agency Information

Vendor	
Name Cashin Associates, P.C.	Vendor ID# 11-2325811
Address 1200 Veterans Memorial Highway, Hauppauge, NY, 11788	Contact Person John Schreck, P.E.
	Phone (631)-348-7600

County Department
Department Contact Donna Boyle
Address 1194 Prospect Avenue, Westbury, NY 11590
Phone 571-6817

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd. Rec'd.	SIGNATURE	App. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> 9/4/10	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval	<input checked="" type="checkbox"/> 8/27/10	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/> 9/3/10	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
9/3/10	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 9/3/10	<i>[Signature]</i>	
	County Attorney	CA Approval as to form	<input type="checkbox"/> 9/3	<i>[Signature]</i>	
	Legislative Affairs	Fwd'd Original Contract to CA	<input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 9/10/10	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg	<input type="checkbox"/> 9/10/10	<i>[Signature]</i>	

Contract Summary

Description:	"On-Call" Civil Engineering and Site Development Design and Support Services Agreement
Purpose:	This project work exceeds the current staffing levels of in house personnel. This work requires increases in manpower commitment, and specific technical expertise. Given our present workload and our limited capacity to provide the engineering services required, we recommend that "on-call" consulting engineering firms be retained to perform the necessary civil engineering and site development design and support services.
Method of Procurement:	DPW followed standard Nassau County procedures for retaining professional engineering services.
Procurement History:	The Department followed Nassau County procurement procedure. Responses were evaluated by a team of Professional Engineers and a recommendation was forwarded and approved.
Description of General Provisions:	The County obtained qualifications from engineering firms to provide "on-call" highway engineering design services consisting of surveying, engineering analysis, AutoCAD drafting, design and estimate of quantities for the development of engineering plans.
Impact on Funding / Price Analysis:	Project funding will be from appropriate Capital Project. Selected firm was one of ten who were determined to be the best value for the County.
Change in Contract from Prior Procurement:	Not Applicable
Recommendation: (approve as submitted)	Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00002
Transaction:	CF

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/61587/00002	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Donna Boyle

31 August 10

NIFS Certification		Contractor Certification		County Administrator Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance statement to cover this contract is present in the appropriation to be charged.		Name	
Name		Name		Date	
Date	11/12/10	Date	11/10/10	E #:	

E-141-10

RULES RESOLUTION NO. 175 2010

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

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-13-10
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with Cashin Associates, P.C. for on-call civil engineering and site
development design and support services, a copy of which is on file with the
Clerk of the Legislature; now, therefore, be it

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

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) 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 Cashin Associates, P.C. a consultant engineering firm having its principal office at 1200 Veterans Memorial Highway, Hauppauge, NY, 11788 (the "Firm" or the "Contractor").

WITNESSETH:

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

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

WHEREAS, the Contractor 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 two (2) years later (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 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.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of **the development of design plans, construction estimates and special specifications for roads, bridges, drainage facilities, or various other county infrastructures. These services could also include providing Civil Engineers, Landscape Architectures, AutoCAD Draftsmen, Horticultural Inspectors and Engineering Aides to support the departments Civil Engineering and Site Development staff.** The specific work divisions and

deliverables related to this project are to be considered "on-Call" in nature and will be more particularly described in the "Detailed Scope of Services," provided with each solicitation for work under this agreement. Each request for work will hereby be made a part under Exhibit "A".

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule in the detailed scope of services" which is 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, excluding any Extra Services and/or Services during Construction that may be so authorized, shall not exceed Seven Hundred Fifty Thousand (\$750,000.00) 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 Payment Claims. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

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

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii)

authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

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

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

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

6. Compliance with Law.

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the

right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

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

(d) 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.

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

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

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

(c) The Contractor shall comply with the requirements of Exhibit C attached hereto ("Ownership and Control of Work Product").

8. Indemnification; Defense; Cooperation.

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

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

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

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

9. Insurance.

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

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance

acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

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

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

11. Termination.

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

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the

Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the 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.

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

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

the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

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

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

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

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

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

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

19. 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.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars and no cents (\$ 533.00) 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 Contractor upon signing this Agreement.

21. Joint Venture.

(a) If the Contractor 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 Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor 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 Contractor or any other entity, partner or joint venturer hereunder.

(b) If the Contractor 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 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 Contractor and the County have executed this Agreement as of the date first above written.

[FULL LEGAL NAME OF CONTRACTOR IN ALL CAPS] CASHIN ASSOCIATES, P.C.

By: [Signature]
Name: FRANCIS J. CASHIN
Title: EVF
Date: 9-1-10

NASSAU COUNTY

By: [Signature]
Name: Richard R. Wether
Title: Deputy County Executive
Date: 11/5/10

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 1 day of Sept in the year 20010 before me personally came Francis J. Cashin, III 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. Vice President of Cashin Associates, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

[Signature]
NOTARY PUBLIC

Susan A. Ciuffo
Notary Public - State of New York
No. 01C16018929
Qualified in Suffolk County
My Commission Expires February 01, 2011

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 15 day of November in the year 20010 before me personally came Richard R. Wether 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

[Signature]
NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2011

EXHIBIT A
Division I

Introduction:

Basic Services of the "On-Call" Civil Engineering and Site Development Firm

These services may involve providing analysis, AutoCAD drafting, design and cost estimating on an as needed basis for various Civil Engineering and Site Development projects. The scope of services required for a particular project will be identified, described in writing and distributed to the successful firms for consideration. Each firm will submit a letter proposal for review/evaluation by the Department. The letter proposal shall include proposed staffing resumes. The selected firm shall abide by all aspects of the response provided to the letter proposal. After review of the letter proposals, selection of a firm to provide the requested services and encumbrance of project funds, the firm selected will be directed in writing to commence work.

The following is a list of tasks the Firm may be requested to perform in a "scope of services". Any or all of these tasks may be required in the projects "scope of services".

Division II

Design Services

SCOPE OF SERVICES

A. Overview

Upon direction, and subject to the written direction, control and supervision of the Nassau County Commissioner of Public Works (hereinafter referred to as the "Commissioner"), and appropriation of funds and encumbrance thereof by the County Comptroller for the required purpose, the Firm is hereby engaged to perform the identified Scope of services, in accordance with the applicable tasks description.

B. Horizontal Control

Establish a precise base line with at least two ties into the Nassau County Geographic Information System (GIS), with a maximum error of closure of 1:50,000. The error of closure shall be distributed according to standard procedures and all angle points coordinated. **Before the survey work is started, the Firm shall submit their procedure to the County for approval.** The Firm shall use this base line as the reference line for locating all topography, and aboveground and underground facilities. The base line shall be monumented and referenced as necessary to later serve for laying out the construction. Traverse worksheets shall be submitted to the County for review, when completed. Where feasible, the theoretical grade line of the proposed improvement should be used for laying out the construction contract and for cross-sections. The theoretical grade line should be referenced to the aforementioned base line on the Coordinated Detail Map.

C. Vertical Control

Provide highest order vertical control system possible, with ties into the same two monuments of the Nassau County GIS as used for base line control, for topographic work and construction mapping. Benchmarks shall be established and documented within the project limits. They should be located in such a place so that they will not be destroyed by any anticipated construction work. Bench run worksheets shall be submitted to the County for review, when completed.

D. Base Map

The Base Map shall include all topographic data required for the preparation of detailed contract plans, including, but not limited to the following: horizontal control line and benchmarks as referenced to work described in Tasks B and C; existing elevations obtained by cross sections at a maximum fifty foot stations with additional elevations on driveways, structures, steps, manhole covers, first floors, etc., and any abrupt changes in slope; underground utilities shall be plotted from survey of utility mark out; drain and sewer structures shall be opened to obtain inverts, pipe sizes and brickwork and plotted on profile portion of plan; house connections shall be plotted from information supplied by the respective sewer agency; buildings and other man made structures shall be accurately plotted, described (number of stories, type of structure, etc.) and addressed on the plan. Topographical data shall be shown on the plans at a scale of one (1) inch equals twenty (20) feet or larger, as directed. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

E. Detail Map

Prepare a CAD generated coordinated Detail Map to three decimal places, showing all property line data relative to the survey base line, the proposed center line (or theoretical grade line), the existing and proposed right-of-way lines, and all parcels within the project limits. Said parcels shall be completely defined as per deeds, filed maps or other legal descriptions. Parcels too large to fit on the sheet shall be shown completely by a reduced scale inset, with all boundary distances noted. This map shall be to a scale of one (1) inch equals twenty (20) feet, where possible, and shall include field measurements as well as computed values. Liber and Page of the document relating to the most recent ownership shall be shown on this map. Upon acceptance of the Final Detailed Construction Drawings and Specifications, the Consultant shall submit a reproducible copy of the Detail Map which shall indicate field ties in detail for all critical base line stations, as well as coordinates for all property corners involved in acquisition. These coordinates shall indicate existing field points, as well as final theoretical coordinates held. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

F. Right-of-Way Maps

1. Prepare a Right-of-Way Acquisition Map on 21 inch by 31-1/2 inch (border to border) standard size sheets showing the fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel to be acquired at a scale of one inch equals twenty feet (1"=20') in accordance with the current standards of the Nassau County Department of Public Works. Changes to this scale require prior County approval.
2. Type a description of each parcel to be acquired using the heading shown on the Property Data Form supplied by Nassau County DPW for each such parcel with information effective not more than thirty (30) days prior to the delivery of the said acquisition map to the Commissioner. Descriptions should be delivered to the County on a computer disc.

3. Supply on a computer disc, a list for each parcel in "Microsoft Excel" or approved equivalent format, all in accordance with County requirements. The information supplied for each parcel shall include the parcel number, name of owner, address of parcel, section, block, and lot of the parcel, and, if applicable, address of absentee owner.

G. Design Plans

The firm shall develop an alignment on the Base and Coordinated Detail Map to approximately duplicate the existing geometry of the project site or expected hydrological conditions. Typically the road cross section shall be as existing. Drainage system design shall utilize the Rational Formula, using rainfall intensity corresponding to a 10 (ten) year frequency storm. Based upon the above criteria, the Firm shall:

1. Prepare preliminary graphic layout plans at a scale of 1"=20' and graphic profiles at scales of 1"=20' horizontally and 1"=2' vertically. Changes to these scales require prior County approval. The graphic layout plans shall be in the current County standard with the vertical profile on the upper ½ of the drawing and the horizontal alignment on the lower ½.

Show on said plans the proposed alignment of the project area and adjacent site information including: roadway widths, typical sections, layout of drainage system, and limits of restoration, on the same drawing as the existing conditions. Existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent).

2. Prepare and submit a preliminary estimate of the construction cost of the project at current prices.
3. Submit the preliminary plans for approval by the Commissioner.
4. Based upon a visual inspection, supplemented by field investigation, considering all aspects of the proposed project the firm will provide a recommended engineering solution.

H. Soils Investigations and Reports

1. If necessary, and upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, the Firm shall prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Firm shall first obtain the approval of the successful bidder by the Commissioner.
2. Determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon, complete with foundation recommendation.
3. This will be considered extra work, and reimbursement for this work shall be in accordance with Exhibit B, Item VI, Part D, Reimbursement and Fees for Special Consultant Services and Extra Work, Task 1.

I. Coordination with Public and Private Utilities

1. Contact all public utility agencies and private utility companies known to have installations in the construction area to determine the locations and sizes of all existing subsurface installations, and to determine the scope of any future plans being considered in the area of the work. This data shall be further supplemented with data obtained by field reconnaissance.
2. Perform the necessary liaison work associated with relocation of utilities. However, the Firm shall not be required to design such relocation work, except where such installations are owned by municipalities or special districts. In the latter cases, the relocation shall be considered part of the design and the cost thereof shall be included in the Firm's estimate of construction cost. In either case, the Firm will be required to show on contract drawings existing, proposed, and/or relocated utilities.

J. Final Detailed Drawings and Specifications

Based upon written approval of the preliminary plans by the Commissioner, the Firm shall:

1. Prepare detailed contract plans at a scale of 1"=20' on 21" x 31-1/2" (border to border) standard size sheets and supporting data for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works which originals shall be submitted by the Firm. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format. Changes to this scale require prior County approval.
2. Prepare drawings, which shall include all plans, profiles, typical sections, structural details and detailed designs necessary to construct the project, and showing existing grades and proposed profile grades at least at every 50-foot station. Plans shall be prepared with the profile on the top half of the sheet and the plan view on the bottom half, and shall include all information for the particular station interval shown on the plan. Separate sheets for drainage, utility or contours will not be acceptable unless otherwise approved. The detailed design shall address the impact on every adjacent property. If applicable, the soil boring log sheet information gathered under Task H-Soils Investigations and Reports, shall be incorporated into the Design Plans.
3. Prepare detailed design drawings of each structure and its component parts and consisting of all plans, elevations, sections, and other drawings necessary for construction purposes.
4. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans with their corresponding estimated neat (before rounding) quantities.
5. Prepare a final estimate of construction costs based on current prices for neat quantities.
6. Furnish all special specifications and addenda notes required to construct the project in addition to the standard specifications of the Nassau County Department of Public Works as contained in a book entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development" plus current amendments or new versions to same.
7. Develop and submit cross-sections for project work, prepared on a 10 x 10 grid cross-section paper, using a vertical scale of 1"=2' and a horizontal scale of 1"=5'. Areas of

excavation and fill by classification shall be shown on these sheets. Such cross-sections, although required by the County, shall not be considered to be part of the contract plans. The cross-sections shall be delivered to the County, along with the contract plans, for the County's information and use.

K. Load Rating Analysis after Construction of Preferred Alternative

When requested in writing by the Commissioner, the Firm shall provide a "Level One" load rating in the current required NYSDOT standard format.

L. Preparation of Documentation

When requested in writing by the Commissioner, the Firm shall prepare the documents needed for the project to qualify for Transportation Act funding.

- 1 Documents required for "transportation act funding, (examples are Design Report, and Construction Management Plan).
- 2 Conversion of design documents from 2009 Standard Specifications and Detail sheets for Civil Engineering and Site Development Construction to New York State Standard Specifications.

EXHIBIT B

Progress Payments for Design Services

(1) During the progress of the preliminary plans as per Exhibit A, Division II, Task G, the Firm shall be paid at a rate of two point seven (2.70) times the direct salaries, in monthly installments up to 40% of the base design fee for the Design Services, as determined by the percentage of work completed shown by the monthly progress report and approved by the Commissioner.

(2) During the progress of the design for a construction contract as per Exhibit A, Division II, Task G, the Firm shall be paid at a rate of two point seven (2.70) times the direct salaries, in monthly installments up to an accumulated total of 80% of the base design fee as determined by the percentage of work completed shown by the monthly progress reports and approved by the Commissioner. When the design for a construction contract is submitted to the Commissioner for approval, the Firm shall be paid any additional sum necessary to bring the payments up to 80% of the base design fee as outlined above.

(3) When the design for a construction contract has been fully completed and all necessary work has been accepted by the Commissioner, the Firm shall be paid an additional sum equal to 5% of the said base design fee based on the Engineers Estimate at that time.

(5) Upon completion of all construction contract work based on the Plans prepared by the Firm and the work accepted by the County, an additional sum to bring the final payment up to 100% of the base design fee .

(6) If an award of contract is not made within two (2) years after the plans and contract documents have been completed and accepted in writing by the Commissioner, the Firm shall be deemed to have earned full payment for the design services in accordance with the terms of this Agreement. Acceptance of final payment under this clause shall preclude the Firm from further payment.

K. Payment for the Level One Load Rating Analysis as described in Exhibit A, the Firm shall be paid on the basis of two point seven (2.70) times the actual salary of the technical personnel engaged in the work.

L. A Payment for the preparation of various documents as described in Exhibit A, the Firm shall be paid on the basis of two point seven (2.70) times the actual salary of the technical personnel engaged in the work.

L. B Payment for the conversion of contract documents as described in Exhibit A, the Firm shall be paid on the basis of two point seven (2.70) times the actual salary of the technical personnel engaged in the work.

In addition, the Firm shall be reimbursed for prior approved, out-of-pocket expenses.

Item IV, Part D. REIMBURSEMENT AND FEES FOR SPECIAL CONSULTANT SERVICES AND EXTRA WORK

1. For its services described in Exhibit A, Division II, Task H- Soils Investigations and Reports, the Firm shall be paid for at the rate of two point seven (2.70) times the direct salaries or wages paid to personnel for the actual time engaged in this phase of work.

2. The following services (a through f), upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, shall be paid for at the rate of two point seven (2.70) times the direct salaries or wages paid to personnel for the actual time engaged in this phase of work. In addition, the Firm shall be reimbursed for prior approved, out-of-pocket expenses incurred.

a. For the time expended by technical personnel engaged in the preparation and solicitation of proposals and the administration and supervision of the work of such sub-consultants.

b. Additional control survey work required specifically for the preparation of aerial photography exclusive of the work described in Exhibit A Division II, - DESIGN SURVEYS.

c. The inclusions of traffic electrical control systems, if required in the contract documents, as outlined in Exhibit "A" - Task I Co-ordination with Public and Private Utilities.

d. For extra drafting or other design expense due to substantial changes ordered by the County, due to no fault of the Firm.

e. For additional work not specifically defined herein but which may be required, and has been authorized in writing by the Commissioner.

f. For such additional work as directed by the Commissioner including additional studies, State Environmental Quality Review Act report, and other environmental or water quality studies, etc.

Item IV Part E. SUBCONTRACTOR COSTS AND SUBCONSULTANT CHARGES

The Firm shall be further reimbursed for the actual out-of-pocket expenses for subconsultants and subcontractors when authorized in writing by the Commissioner.

Item IV Part F. OUT-OF-POCKET EXPENSES

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

1. Transportation and living expenses for approved and required travel beyond a 50-mile radius of the job site with prior written approval of the Commissioner, and at rates established by the County for its own employees.

2. Additional models, renderings, and/or photographs than those requested herein.

3. Reproductions of drawings in excess of 15 copies per each.

G. PAYMENTS TO THE FIRM

I When Services Provided Are Compensated "On The Basis Of Salary Multiplier"

a. With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. The Firm will submit Personnel List setting forth names, classifications, and hourly rates, at the time the proposal is presented. The prior written approval of the Commissioner is required. It is the County's intention that the salary to be reimbursed to the Firm

for a named employee shall be the same for said employee on all current County agreements with the Firm.

At no time shall the salary times multiple exceed one hundred and fifty-five dollars (\$155.00) per hour for any employee or principal while engaged in a technical service.

b. The Firm may grant an employee a salary increase within a classification or by a change of classification. **The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The written prior approval of the Commissioner is required.** If the Firm hires new employees to work on this project, such employees' names, their titles and proposed salaries, must receive prior written approval from the Commissioner.

c. Claims for services performed shall be submitted monthly accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.

II When Services Provided Are Compensated "On The Basis Of A Lump Sum"

a. Claims for services performed shall be in monthly installments up to 80% of the base design fee for the Services, as determined by the percentage of work completed shown by the monthly progress report and approved by the Commissioner.

b. Upon completion of all contract work and the work accepted by the County, an additional sum to bring the final payment up to 100% of the base design fee .

Exhibit C

Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County

harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

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

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX "L"

Certificate of Compliance with Nassau County Local Law 1-2006

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

1. The chief executive officer of the Contractor is:

Alfred J. Angiola, P.E., President
Cashin Associates, P.C.
1200 Veterans Memorial Highway, Suite 200
Hauppauge, New York 11788
(631) 348-7600
2. The Contractor agrees to comply with the requirements of the Living Wage Law.
3. In the past five years, **Contractor 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.
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action **HAS NOT** been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health.
5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

Alfred Angiola
Signature of Chief Executive Officer

Date: 9/1/10

Alfred Angiola
Name of Chief Executive Officer

Sworn to before me this 1 day of Sept, 2010.

Susan A. Ciuffo
Notary Public

Susan A. Ciuffo
Notary Public - State of New York
No. 01CI6018929
Qualified in Suffolk County
My Commission Expires February 01, 2011