1. Agenda Items

   Documents: H-2-1-16.PDF, MA -2-1-16.PDF, PL-2-1-16.PDF, PS-2-1-16.PDF, PW-2-1-16.PDF, GS-2-1-16.PDF, R-2-1-16.PDF, TV-2-1-16.PDF, VS-2-1-16.PDF, E-2-1-16.PDF, F-2-1-16.PDF

2. ADDENDUM AGENDAS

   Documents: F-2-1-16 ADDENDUM.PDF, PW-2-1-16.ADDENDUM.PDF, R-2-1-16 ADDENDUM.PDF

3. Agenda Items

   Documents: 37-16.PDF, 42-16.PDF, 48-16.PDF, 49-16.PDF, 50-16.PDF, 51-16.PDF, 52-16.PDF, 53-16.PDF, 54-16.PDF

4. Meeting Minutes

   Documents: FINANCE 2-1-16.PDF, PUBWORKS 2-1-16.PDF, RULES 2-1-16.PDF

5. Rules

   Documents: E-36-16 WEB.PDF, E-37-16 WEB.PDF, E-38-16 WEB.PDF, E-39-16 WEB.PDF

Public Notice

PLEASE TAKE NOTICE THAT THE **NASSAU COUNTY LEGISLATURE** WILL HOLD **A FULL SESSION OF THE LEGISLATURE** ON **MONDAY, FEBRUARY 22, 2016 STARTING AT 1:00 PM AND COMMITTEE MEETINGS ON MONDAY, FEBRUARY 1, 2016 STARTING AT 1:00 PM** IN THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501.

FULL LEGISLATIVE SESSION……..1:00 PM

COMMITTEE	TIME
Rules	1:00 PM
PUBLIC SAFETY	1:00 PM
PLANNING, DEVELOPMENT & THE ENVIRONMENT	1:00 PM
TOWNS, VILLAGES AND CITIES	1:00 PM
ECONOMIC & COMMUNITY DEVELOPMENT & LABOR	1:00 PM
PUBLIC WORKS AND PARKS	1:00 PM
HEALTH AND SOCIAL SERVICES	1:00 PM
GOVERNMENT SERVICES AND OPERATIONS	1:00 PM
MINORITY AFFAIRS	1:00 PM

VETERANS AND SENIOR AFFAIRS	**1:00 PM**
FINANCE	**1:00 PM**

William J. Muller 111

William J. Mullar III
Clerk of the Legislature
Nassau County, New York

Dated: January 25, 2016
Mineola, NY

As per the Nassau County Fire Marshall's Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. Public comment is limited to Agenda items. The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

HEALTH AND SOCIAL SERVICES COMMITTEE

FEBRUARY 1, 2016 1:00 PM

Rose Marie Walker – Chairwoman
C. William Gaylor III– Vice Chairman
Laura Schaefer
James Kennedy
Delia DeRiggi-Whitton – Ranking
Judy Jacobs
Siela A. Bynoe

William J. Muller III, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

MINORITY AFFAIRS COMMITTEE

FEBRUARY 1, 2016 1:00 PM

Steve Rhoads – Chairman
James Kennedy– Vice Chairman
Dennis Dunne
Rose Marie Walker
Siela A. Bynoe – Ranking
Carrié Solages
Laura Curran

William J. Muller III, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE

FEBRUARY 1, 2016 1:00 PM

Laura Schaefer - Chairwoman
Dennis Dunne - Vice Chairman
Denise Ford
Steve Rhoads
Judy Jacobs – Ranking
Carrié Solages
Laura Curran

William J. Muller III, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
42-16	**LE**	**PL, R**	**ORDINANCE NO. -2016** AN ORDINANCE TO AMEND ORDINANCE NO. 248-A-1987, AN ORDINANCE WITH RESPECT TO ESTABLISHING A COMPREHENSIVE PLAN FOR WATER CONSERVATION AND REGULATION OF WATER THROUGHOUT NASSAU COUNTY, INCLUDING PROVISIONS FOR ENFORCEMENT THEREOF, PURSUANT TO ARTICLE XII OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 42-16(LE)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

PUBLIC SAFETY COMMITTEE

FEBRUARY 1, 2016 1:00 PM

Dennis Dunne - Chairman
Donald MacKenzie - Vice Chairman
Vincent Muscarella
Denise Ford
Laura Curran - Ranking
Kevan Abrahams
Siela A. Bynoe

William J. Muller III, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE
11th TERM MEETING AGENDA

PUBLIC WORKS AND PARKS COMMITTEE

FEBRUARY 1, 2016 1:00 PM

Vincent Muscarella – Chairman
Steve Rhoads– Vice Chairman
Donald MacKenzie
C. William Gaylor III
Ellen Birnbaum– Ranking
Judy Jacobs
Laura Curran

William J. Muller III, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

GOVERNMENT SERVICES & OPERATIONS COMMITTEE

FEBRUARY 1, 2016 1:00 PM

James Kennedy – Chairman
Denise Ford – Vice Chairwoman
Richard Nicolello
Laura Schaefer
Siela A. Bynoe– Ranking
Carrié Solages
Ellen Birnbaum

William J. Muller III, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

FEBRUARY 1, 2016 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicolello– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Judy Jacobs
Carrié Solages

William J. Muller III, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
37-16	**CE**	**R**	**RESOLUTION NO. -2016** A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF THE LONG ISLAND TAXI OPERATOR'S ASSOCIATION'S RECOMMENDATION FOR DAVID O'NEIL TO THE TAXI AND LIMOUSINE BOARD PURSUANT TO THE NASSAU COUNTY CHARTER SECTION 203 AND ARTICLE XXI-B, SECTION 2160(B). 37-16(CE)
42-16	**LE**	**PL, R**	**ORDINANCE NO. -2016** AN ORDINANCE TO AMEND ORDINANCE NO. 248-A-1987, AN ORDINANCE WITH RESPECT TO ESTABLISHING A COMPREHENSIVE PLAN FOR WATER CONSERVATION AND REGULATION OF WATER THROUGHOUT NASSAU COUNTY, INCLUDING PROVISIONS FOR ENFORCEMENT THEREOF, PURSUANT TO ARTICLE XII OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 42-16(LE)
A-2-16	**PR**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND WATERCRAFT IRRIGATION INC. A-2-16
A-3-16	**PR**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND UNITED CONCRETE PRODUCTS, INC. A-3-16
A-5-16	**PR**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND DEPARTMENT OF HEALTH AND ULTIMATE POWER CORP. A-5-16
A-6-16	**PR**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND MAFFUCCI & SONS. A-6-16

Clerk Item No.	Proposed By	Assigned To	Summary
B-4-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC.B-4-16
B-6-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND HINCK ELECTRICAL CONTRACTORS, INC. B-6-16
B-7-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-7-16
B-8-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACH ELECTRIC CORP. OF LONG ISLAND. B-8-16
B-9-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND BANCKER CONSTRUCTION CORP. B-9-16
B-10-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT AMEDNMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND GRACE INDUSTRIES LLC. B-10-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-29-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND L.K. MCLEAN ASSOCIATES P.C. E-29-16
E-30-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-30-16
E-31-16	**PD**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND C & R AUTOMOTIVE, INC. E-31-16
E-32-16	**PD**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND T & D TOWING CORPORATION. E-32-16
E-33-16	**PD**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND A1 GRAND AUTO BODY, INC. E-33-16
E-34-16	**PD**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND NORTH SHORE AUTO & TOWING INC. E-34-16
E-35-16	**PD**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND ALL COUNTY HOOK UP TOWING INC., D/B/A ALL COUNTY TOWING AND RECOVERY. E-35-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-36-16	**PW**	**R**	**RESOLUTION NO. -2016** 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 DVIRKA AND BARTILUCCI/LIRO, JOINT VENTURE. E-36-16
E-37-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND LOCKWOOD, KESSLER & BARTLETT, INC. E-37-16
E-38-16	**PW**	**R**	**RESOLUTION NO. -2016** 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 CDM SMITH AND LIRO ENGINEERS, INC. E-38-16
E-39-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND LIRO ENGINEERS, INC. E-39-16
E-40-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND SIMCO ENGINEERING, P.C. E-40-16
E-41-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND GREENMAN – PEDERSEN, INC. E-41-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-42-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND HAKS ENGINEERS, ARCHITECTS, AND LAND SURVEYORS, P. C. E-42-16

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

TOWNS, VILLAGES & CITIES COMMITTEE

FEBRUARY 1, 2016 1:00 PM

Donald MacKenzie – Chairman
Laura Schaefer – Vice Chairwoman
Howard Kopel
C. William Gaylor III
Delia DeRiggi-Whitton – Ranking
Laura Curran
Ellen Birnbaum

William J. Muller III, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11TH TERM MEETING AGENDA

VETERANS AND SENIOR AFFAIRS COMMITTEE

FEBRUARY 1, 2016 1:00 PM

C. William Gaylor III –Chairman
Rose Marie Walker – Vice Chairwoman
Dennis Dunne
Vincent Muscarella
Carrié Solages- Ranking
Delia DeRiggi-Whitton
Ellen Birnbaum

William J. Muller III, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

ECONOMIC & COMMUNITY DEVELOPMENT & LABOR COMMITEE

FEBRUARY 1, 2016 1:00 PM

Denise Ford – Chairwoman
Howard Kopel– Vice Chairman
James Kennedy
Steven Rhoads
Carrié Solages – Ranking
Siela A. Bynoe
Ellen Birnbaum

William J. Muller III, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

FINANCE COMMITTEE

FEBRUARY 1, 2016 1:00 PM

Richard Nicolello – Chairman
Vincent Muscarella – Vice Chairman
Rose Marie Walker
Donald MacKenzie
Delia DeRiggi-Whitton – Ranking
Laura Curran
Siela A. Bynoe

William J. Muller III, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

FINANCE COMMITTEE ADDENDUM

FEBRUARY 1, 2016 1:00 PM

Richard Nicolello – Chairman
Vincent Muscarella – Vice Chairman
Rose Marie Walker
Donald MacKenzie
Delia DeRiggi-Whitton – Ranking
Laura Curran
Siela A. Bynoe

William J. Muller III, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
48-16	**OMB**	**F, R**	**RESOLUTION NO. -2016** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 48-16(OMB)
49-16	**PW**	**PW, F, R**	**ORDINANCE NO. -2016** A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS SPECIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $74,986,552 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE, AND MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 49-16(PW)
50-16	**PW**	**PW, F, R**	**ORDINANCE NO. -2016** A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $164,283,342.78 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 50-16(PW)
51-16	**PW**	**PW, F, R**	**ORDINANCE NO. -2016** AN ORDINANCE TO ADOPT THE CAPITAL BUDGET FOR THE COUNTY OF NASSAU FOR THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, TO COMMENCE ON JANUARY 1, 2015, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 51-16(PW)
52-16	**PW**	**PW, F, R**	**ORDINANCE NO. -2016** AN ORDINANCE TO ADOPT THE CAPITAL BUDGET FOR THE COUNTY OF NASSAU FOR THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, TO COMMENCE ON JANUARY 1, 2016, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 52-16(PW)
53-16	**PW**	**PW, F, R**	**RESOLUTION NO. -2016** A RESOLUTION TO ADOPT THE FOUR-YEAR CAPITAL PLAN FOR THE COUNTY OF NASSAU, TO COMMENCE ON JANUARY 1, 2015, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 53-16(PW)

Clerk Item No.	Proposed By	Assigned To	Summary
54-16	**PW**	**PW, F, R**	**RESOLUTION NO. -2016** A RESOLUTION TO ADOPT THE FOUR-YEAR CAPITAL PLAN FOR THE COUNTY OF NASSAU, TO COMMENCE ON JANUARY 1, 2016, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 54-16(PW)

NASSAU COUNTY LEGISLATURE
11th TERM MEETING AGENDA

PUBLIC WORKS AND PARKS COMMITTEE ADDENDUM

FEBRUARY 1, 2016 1:00 PM

Vincent Muscarella – Chairman
Steven Rhoads– Vice Chairman
Donald MacKenzie
C. William Gaylor III
Ellen Birnbaum– Ranking
Judy Jacobs
Laura Curran

William J. Muller III, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
49-16	**PW**	**PW, F, R**	**ORDINANCE NO. -2016** A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS SPECIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $74,986,552 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE, AND MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 49-16(PW)
50-16	**PW**	**PW, F, R**	**ORDINANCE NO. -2016** A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $164,283,342.78 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 50-16(PW)
51-16	**PW**	**PW, F, R**	**ORDINANCE NO. -2016** AN ORDINANCE TO ADOPT THE CAPITAL BUDGET FOR THE COUNTY OF NASSAU FOR THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, TO COMMENCE ON JANUARY 1, 2015, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 51-16(PW)
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NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE ADDENDUM

FEBRUARY 1, 2016 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicolello– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Judith Jacobs
Carrié Solages

William J. Muller III, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
48-16	**OMB**	**F, R**	**RESOLUTION NO. -2016** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 48-16(OMB)
49-16	**PW**	**PW, F, R**	**ORDINANCE NO. -2016** A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS SPECIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $74,986,552 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE, AND MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 49-16(PW)
50-16	**PW**	**PW, F, R**	**ORDINANCE NO. -2016** A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $164,283,342.78 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 50-16(PW)
51-16	**PW**	**PW, F, R**	**ORDINANCE NO. -2016** AN ORDINANCE TO ADOPT THE CAPITAL BUDGET FOR THE COUNTY OF NASSAU FOR THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, TO COMMENCE ON JANUARY 1, 2015, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 51-16(PW)
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53-16	**PW**	**PW, F, R**	**RESOLUTION NO. -2016** A RESOLUTION TO ADOPT THE FOUR-YEAR CAPITAL PLAN FOR THE COUNTY OF NASSAU, TO COMMENCE ON JANUARY 1, 2015, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 53-16(PW)

Clerk Item No.	Proposed By	Assigned To	Summary
54-16	**PW**	**PW, F, R**	**RESOLUTION NO. -2016** A RESOLUTION TO ADOPT THE FOUR-YEAR CAPITAL PLAN FOR THE COUNTY OF NASSAU, TO COMMENCE ON JANUARY 1, 2016, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 54-16(PW)
E-5-16	**DA**	**R**	RESOLUTION NO. -2016 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE AND FUND FOR THE CITY OF NEW YORK, CENTER FOR COURT INNOVATION. E-5-16
E-13-16	**SS**	**R**	RESOLUTION NO. -2016 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH. E-13-16

~~481-15~~
37-16

County of Nassau
Inter-Departmental Memo

To: **Clerk of the County Legislature**

From: **County Attorney**

Date: **November 10, 2015**

Subject: **RESOLUTION - ORIG. DEPT. – County Executive**

A RESOLUTION to confirm the County Executive's appointment of the Long Island Taxi Operator's Association's recommendation for David O'Neil to the Taxi and Limousine Board pursuant to the Nassau County Charter Section 203 and Article xxi-b, Section 2160(b).

The above-described document attached hereto is forwarded for your review and approval and subsequent transmittal to the County Legislature for inclusion upon its calendar.

CARNELL T. FOSKEY
County Attorney

By: Gerald Podlesak
Deputy County Attorney
Appeals & Opinions Bureau

Attachments

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2015 NOV 13 A 11: 39

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN -8 P 2: 08

RESOLUTION NO. – 2015

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF THE LONG ISLAND TAXI OPERATOR'S ASSOCIATION'S RECOMMENDATION FOR DAVID O'NEIL TO THE TAXI AND LIMOUSINE BOARD PURSUANT TO THE NASSAU COUNTY CHARTER SECTION 203 AND ARTICLE XXI-B, SECTION 2160(B).

APPROVED AS TO FORM
Deputy County Attorney

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2015 NOV 18 A 11: 39

WHEREAS, the Nassau County Executive has transmitted to this Legislature notification of the appointment of David O'Neil to the Taxi and Limousine Board for a term ending December 31, 2017, pursuant to the Nassau County Charter Section 203 and Article XXI-B, Section 2160(b); and

WHEREAS, such appointment is made upon the recommendation of the Long Island Taxi Operator's Association; and

WHEREAS, such appointment is subject to confirmation by this Legislature; now therefore, be it

RESOLVED, the appointment of David O'Neil to the Taxi and Limousine Board, for a term ending December 31, 2017, be, and the same is hereby confirmed, effective immediately; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of

Nassau County, that this appointment is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

EDWARD P. MANGANO
County Executive

COUNTY OF NASSAU
OFFICE OF THE NASSAU COUNTY EXECUTIVE
1550 Franklin Avenue
Mineola, New York 11501

APPOINTMENT BY THE COUNTY EXECUTIVE SUBJECT TO CONFIRMATION BY THE LEGISLATURE

November 10, 2015

NASSAU COUNTY LEGISLATURE
THEODORE ROOSEVELT EXECUTIVE & LEGISLATIVE BUILDING
1550 FRANKLIN AVENUE
MINEOLA, NY 11501

HONORABLE LEGISLATORS:

PLEASE BE ADVISED, I hereby appoint David O'Neil upon the recommendation of the Long Island Taxi Operator's Association to the Taxi and Limousine Board for a term ending December 31, 2017, pursuant to the Nassau County Charter Section 203 and Article XXI-B, Section 2160(b), effective immediately upon confirmation by the Nassau County Legislature. Mr. O'Neil's resume is attached for your consideration. Confirmation of this appointment by the County Legislature is hereby respectfully requested.

Very truly yours,

Edward P. Mangano
County Executive
Nassau County

Attachments

David O' Neill

30 Daley Place Apt # 243 ▪ Lynbrook NY 11563 ▪ 516-250-4559
Email: doneill215@gmail.com

EDUCATION

Lynbrook High School, Lynbrook, NY — September 1982 – June 1985
Graduated 1985
Varsity Lacrosse
Varsity Football

Licensed, NY. — September 2002 - Present
* Real Estate License in New York - 2002
* Mortgage Brokers License in New York, Florida, Massachusetts - 2005
* Mortgage Brokers Loan Origination License - 2008
* CDL class Drivers License in New York - 2008
* Accident and Health Care License – 2008
* Notary Public License – 2009
* Nassau County TLC Driver - 2010

EXPERIENCE

Village Car Service, Inc Lynbrook NY

Owner / Operations Manager — April 2011 – Present

- Owner / Operations manager of a licensed taxi company in the villages of East Rockaway and Lynbrook
- Oversee the day to day operations of a 24 hour 7 day a week company, that provides residents and commuters a safe and efficient mode of transportation
- Responsible for arranging and maintaining an efficient schedule for drivers
- Possess broad knowledge of all roads in Nassau and Suffolk Counties as well as major airports
- Oversee drivers shifts and schedules load
- Responsible for my balancing schedule so as to provide top production from all team members.

All Island Transportation, Rockville Centre, NY — April 1990 – May 1999
November 2008 – 2011

Dispatch Manager / Driver

- Licensed taxi driver in the village of Rockville Centre since 1990, as well as a dispatcher and manager, responsible for serving the village with outstanding service
- Quickly moved up to weekend dispatcher and manager within six months of being employed.

O'Neill Consulting, Lynbrook, NY February 2000 – Present

Owner / President

- Provided health and life insurance to my customers with reasonable rates and ideal policies
- Help clients with debt consolidation and debt settlement
- Work closely with clients to provide personalized customer service
- Continuously educating my clients to process repairing their credit problems and assist them with establishing credit

Great Bay Realty, Lynbrook, NY March 2005 – Present

Owner / President

- Responsible for of daily operations that included 10 real estate agents
- Oversee compliance experience with house sales, rentals, marketing and accounting
- Adapted and reinvented business model to meet the changing demands of the Real Estate market
- Educated real estate agents on how to survive in a changing market with new ideas and strategies to sell to their clients.

O' Neill Distributing, Lynbrook, NY September 1988 – January 1999

Owner

- Owner at Yorkshire Distribution – A Wholesale Snack Foods Distribution company
- Responsible for overseeing sales and the inventory of truck routes
- I Built strong relationships with Vendors and drove business to business sales
- Oversaw accounting for the three truck routes and also supervised personnel
- Developed and maintained business relationships with existing and prospective business partners.

RMV Property Management, Lynbrook, NY March 2006 – 2013

Owner / President

- Ran Property Management Company that provided Specific services to local clients
- Associated with contractors, landscapers, city halls (licenses and leases)
- Solicited and maintained current business partner relationships.

Qualifications

*I offer a unique perspective as I have accumulated vast experience in every aspect of the taxi industry as a driver,dispatcher,manager and owner.

SKILLS, INTERESTS AND SERVICES

- ♦ Extensive customer service experience with the ability to multi-task in a fast paced environment.
- ♦ Board member of Lynbrook Chamber
- ♦ Administrative skills
- ♦ Very motivated and courteous
- ♦ Experienced business owner, Business to Business Sales and Marketing
- ♦ Strong interpersonal skills
- ♦ Excellent organizational skills
- ♦ Successfully manages multiple tasks
- ♦ Detail oriented
- ♦ Relationship oriented
- ♦ Solid business relationship
- ♦ Proficient Golfer
- ♦ Coach youth lacrosse- Lynbrook Titans for over 10 years
- ♦ Member of the Mom and Dad's Club
- ♦ Active in community organizations

42-16

ORDINANCE NO. _____ -2016

AN ORDINANCE TO AMEND ORDINANCE NO. 248-A-1987, AN ORDINANCE WITH RESPECT TO ESTABLISHING A COMPREHENSIVE PLAN FOR WATER CONSERVATION AND REGULATION OF WATER THROUGHOUT NASSAU COUNTY, INCLUDING PROVISIONS FOR ENFORCEMENT THEREOF, PURSUANT TO ARTICLE XII OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY.

APPROVED AS TO FORM
COUNTY ATTORNEY

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 12 P 3:58

WHEREAS, Ordinance No. 248-A-1987 established a Comprehensive Management/Comprehensive Program for Nassau County, which sets forth requirements for lawn sprinkling, air conditioning systems, car washes and fleet maintenance, and fire hydrant usage throughout the County; and

WHEREAS, the purpose of the Comprehensive Management/Comprehensive Program is to conserve, protect and manage the County's sole source aquifer system; and

WHEREAS, while the enforcement of the Comprehensive Management/Comprehensive Program, as well as the actions of the Long Island Commission for Aquifer Protection and the Nassau County Water Resources Board, have furthered the purposes set forth above, the County's sole source aquifer system can be better conserved, protected and managed if automatic irrigation systems are not operational while sufficient moisture is present for vegetation to thrive; and

WHEREAS, it is the intent of the Nassau County Legislature to expand the Comprehensive Management/Comprehensive Program by requiring the installation and maintenance of

technology that inhibits or interrupts operation of an automatic irrigation systems during periods of sufficient moisture; now therefore, be it

ORDAINED BY THE NASSAU COUNTY LEGISLATURE AS FOLLOWS:

Section 1. Sections 2-a is added to Ordinance No. 248-A-1987 as follows:

§ 2-a. Automatic Irrigation Systems.

A. For the purposes of this section, "soil moisture device" means a soil-based device that assesses the available plant soil moisture in order to minimize the unnecessary use of water and optimize the effectiveness of an irrigation system.

B. For the purposes of this section, "rain sensor device" means a low voltage electrical or mechanical component placed in the circuitry of an automatic landscape irrigation system that is designed to restrict operation of a sprinkler controller in the event of precipitation.

C. For purposes of this section, "evapotranspiration-based (ET) controller" means a controller that calculates soil moisture from known weather and related inputs. An ET-based controller:

a. Receives and monitors weather data or on-site environmental conditions including, but not limited to, solar radiation, wind speed, temperature, relative humidity, rainfall, and soil moisture; and

b. Calculates or determines the amount of moisture input to and moisture lost from the soil and plant; and

c. Automatically creates or adjusts the irrigation schedule to apply only the amount of water that is necessary to maintain adequate soil moisture.

D. All automatic irrigation systems installed after the effective date of this Ordinance by a contractor shall be equipped with technology that inhibits or interrupts operation of the system during periods of sufficient moisture. Examples of such technology include, but are not limited to, soil moisture devices, rain sensor devices, and ET controllers. Any device that is installed pursuant to this section must be properly installed, maintained and operated in accordance with manufacturer specifications.

E. After January 1, 2018, a contractor that activates, installs, repairs, or conducts routine maintenance on automatic landscape irrigation systems shall not activate such system unless that system is equipped with technology that inhibits or interrupts operation of the system during periods of sufficient moisture and such technology has been verified to be operational by such contractor. Examples of such technology include, but are not limited to, soil moisture devices, rain sensor devices, and ET controllers. Any device that is installed pursuant to this section must be properly installed, maintained and operated in accordance with manufacturer specifications.

F. All contractors that install or activate automatic landscape irrigation systems shall provide written documentation to the owner of the automatic landscape irrigation system that all work performed on such systems

conforms to the provisions of this Ordinance and shall retain copies of such documentation.

G. Upon request, any contractor that installs or activates an automatic landscape irrigation system shall turn over copies of the documentation required by Section 2-a(F) of this Ordinance to the Department of Consumer Affairs.

§ 2. §7 of Ordinance No. 248-A-1987 is amended to read as follows:

§7. Enforcement/Penalties.

A. Except for Section 2-a of this Ordinance, the Nassau County Police Department or the Police Department of the respective cities or villages or Police Districts in the County shall be charged with the enforcement of this Ordinance except that enforcement shall be effected by the respective cities, towns or villages of the County where express provision for same has been made in this Ordinance.

B. The Nassau County Office of Consumer Affairs shall be charged with the enforcement section 2-a of this Ordinance.

C. Any person or persons, association or corporation committing an offense against the provisions of Section 2 of this Ordinance shall be guilty of a violation punishable by a fine of Fifty Dollars ($50.00) for the first offense, One Hundred Dollars ($100.00) for the second offense, Two Hundred Dollars ($200.00) for the third offense and Five Hundred Dollars ($500.00) for each and every offense thereafter.

D. A contractor that does not comply with section 2-a of this Ordinance shall be guilty of a violation punishable by a fine of One Hundred Dollars ($100.00) for the first offense, Two Hundred Dollars ($200.00) for the second offense, and Five Hundred Dollars ($500.00) for each and every offense thereafter. Additionally, violations of this section are cause for the suspension or revocation of a contractor's license by the Department of Consumer Affairs.

E. Any person or persons, association or corporation committing an offense of Section 3 and Section 4 of this Ordinance shall be guilty of a misdemeanor punishable by a fine not exceeding Five Hundred Dollars ($500.00) for the first offense and One Thousand Dollars ($1,000.00) for each and every subsequent offense, or by imprisonment for a period not exceeding one year for each such offense, or both such fine and imprisonment.

F. Any person or persons, association or corporation who uses a fire hydrant without authority and not in accordance with the regulations adopted by water purveyors in Nassau County shall be guilty of a misdemeanor punishable by a fine not exceeding Five Hundred Dollars ($500.00) for the first offense and One Thousand Dollars ($1,000.00) for each and every subsequent offense, or both such fine and imprisonment.

§ 3. Severability.

If any provision of this Ordinance or the application of such provision to any person or circumstance shall be held unconstitutional or invalid, the constitutionality or validity of the

remainder of this ordinance and the applicability of such provision to other persons or circumstances shall not be affected thereby.

§ 4. SEQRA Determination.

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617(c)(20), (21), and/or (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of section 8-0109(2) of the New York Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection.

§ 5. Effective Date.

This ordinance shall take effect immediately.

48-16

Staff Summary
Nassau County
Office of Management & Budget

48-16

Subject Budget Transfers	**Date** January 29, 2016
Department Office of Management & Budget	**Vendor Name**
Budget Director Roseann D'Alleva	**Contract Number**
Department Deputy Robert Conroy	**Contract Manager Name**

Proposed Legislative Action

	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals

Date & Initials	Approval	Date & Initials	Approval
	Dept. Head	1/27/16	Counsel to C.E.
	Budget		County Atty.
	Govt. Relations	1/29/16	County Exec.

Purpose: To modify certain departmental budgets as per attached resolution and back-up materials.
Discussion: This proposed Budget Transfer resolution covers the following board transfer, the back-up memorandum for which is annexed hereto according to the following index:

Board Transfer No.01 : [BTCW16000001]

	CODE	DESCRIPTION	AMOUNT
FROM	LEGEN1000 AA98Z	Legislative Minority – Salaries, Wages & Fees	$5,000
	TOTAL		**$5,000**
TO	LEGEN1000 DD497	Legislative Minority– General Expenses	$5,000
	TOTAL		**$5,000**

This item transfers $5,000 in funding from Salaries to General Expenses within the Legislative Minority.

Impact on Funding: These transfers have no impact on the overall budget as it represents the transfer of existing funds between departments, object codes and/or responsibility centers within the same department or grant.

Recommendation: Approve Resolution.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 29 P 1:41

Michele M. Darcy
Finance Director

Minority Legislature

NASSAU COUNTY LEGISLATURE
1550 Franklin Avenue
Room 129
Mineola, New York 11501
TEL: (516) 571-6227
FAX: (516) 571-6125

January 28, 2016

SENT VIA E-MAIL

Roseann D'Alleva
Budget Director
Office of Management & Budget
1 West Street
Fifth Floor
Mineola, New York 11501

Re: Board Transfer Request – FY 2016

Dear Ms. D'Alleva:

The Minority Delegation of the Nassau County Legislature respectfully requests that the Office of Management & Budget process a board transfer in the amount of $5,000 from our salary line to our general expenses line.

Thank you for your prompt attention to this matter. Attached for your convenience is a proposed resolution which we request be filed with the Clerk of the Legislature so it could be added to the appropriate agendas for Monday, February 1, 2016, and filed in time to be heard at the February 22, 2016, full legislative session.

Very truly yours,

Michele M. Darcy

MICHELE M. DARCY
Finance Director
Minority Legislature

cc: Martha Worsham, Deputy Director of Budget
William J. Muller III, Clerk of the Legislature
Daniel McCloy, Senior Finance Analyst

RESOLUTION NO. – 2016

A RESOLUTION to authorize the transfer of appropriations heretofore made with the budget for the year 2016.

APPROVED AS TO FORM
DEPUTY COUNTY ATTORNEY

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 29 P 1:41

WHEREAS, the Minority Legislature, by communication dated January 28, 2016, requested a transfer of appropriations to provide funds for general expenses incurred by the Minority Legislature authorized within the budget for fiscal year 2016; and

WHEREAS, this transfer has been reviewed and approved by the Office of Management and Budget; and

WHEREAS, the said transfer is known as BT-110-A as follows:

	CODE	DESCRIPTION	AMOUNT
FROM	**LEGEN1000 AA**	**Legislature Minority – Salaries, Wages & Fees**	**$5,000.00**
TO	**LEGEN1000 DD**	**Legislature Minority – General Expenses**	**$5,000.00**
TOTAL			**$5,000.00**

; and

WHEREAS, the said transfer of appropriations is recommended by the County Legislature and is within the scope of Section 307 of the County Government law of Nassau County; now therefore, be it

RESOLVED, that the County Legislature does hereby authorize the said transfer of appropriations heretofore made within the budget for the year 2016, as hereinabove set forth; and be it further

RESOLVED, that this resolution may be modified to allow the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said resolution without the necessity for a vote to be taken by the County Legislature or by the affirmative vote of a majority of said Legislature; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this budget transfer is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is a class of actions which does not have significant effect on the environment; and no further review is required.

49-16

Nassau County

Department of Public Works

49 - 16

Staff Summary

Subject Capital Projects Bond Ordinance
Department Public Works
Department Head Name Shila Shah-Gavnoudias
Department Head Signature
Project Manager Name

Date: January 25, 2016
Vendor Name N/A
Contract Number N/A
Contract Manager Name N/A

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
1/26/16 SS	Dept. Head	1/29/16	Counsel to C.E.
	Budget		County Atty.
1/29/16	Deputy C.E.		County Exec.

Purpose:

This bond ordinance authorizes bonding for projects contained in approved County capital budgets.

Impact on Funding:

The requested capital bond ordinance authorizes the multi-year borrowing of $10,122,151 for general fund projects, and Sewer and Storm Water funds totaling $64,864,401.00 all included in County capital budgets.

Recommendation:

Approve as submitted.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 29 P 1:43

County of Nassau
Inter-Departmental Memo

To: **Clerk of the County Legislature**

From: **County Attorney**

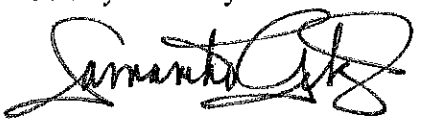
Date: **January 28, 2016**

Subject: **ORDINANCE - ORIG. DEPT. – Public Works**

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS SPECIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $74,986,552 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE, AND MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY.

The above-described document attached hereto is forwarded for your review and approval and subsequent transmittal to the County Legislature for inclusion upon their calendar.

CARNELL T. FOSKEY
County Attorney

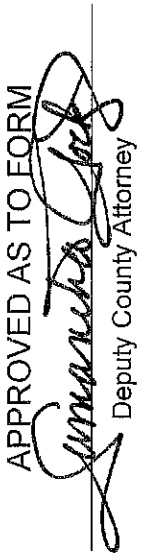


By: Samantha Goetz
Deputy County Attorney
Appeals

Attachments

ORDINANCE NO. - 2016

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS SPECIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $74,986,552 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE, AND MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY.



RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 29 P 1:43

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED by the County Legislature of the County of Nassau as follows:

Section 1. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. section 0101 *et seq.* and its

implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto and incorporated herein as "Type II" under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as an "Unlisted" under the heading "SEQRA" on Appendix A attached hereto and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 2. A capital expenditure for financing the cost of the objects or purposes identified under the heading "Project" on Appendix A attached hereto and incorporated herein, in the County of Nassau, is hereby authorized upon recommendation of the County Executive and by a two-thirds vote of the voting strength of the County Legislature, the amount of such capital expenditure to be $74,986,552, which shall be financed with the proceeds from the issuance of $74,986,552 of bonds.

Section 3. The County of Nassau (the "County") may issue its bonds in the aggregate principal amount of $74,986,552 pursuant to the Local Finance Law of New York (the "LFL" or "Law") in order to finance the specific objects or purposes or classes of objects or purposes (hereinafter referred to as the "Purpose") described in Section 2 hereof.

Section 4. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $74,986,552. The maximum estimated cost of each component Project of the Purpose is set forth under the heading "Amount" on Appendix A attached hereto. Each project amount listed on said Appendix A is specific to that project and may not be shifted between projects(s) without thirteen affirmative votes. The plan of financing, as set forth in capital budgets and capital plans, includes $74,986,552 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

provide for the sale of such bonds and/or bond anticipation notes and to employ bond counsel to furnish to the purchaser or purchasers of such obligations an opinion as to their legality.

Section 9. The validity of any County bonds authorized by this ordinance and any County bond anticipation notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this ordinance, or summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the constitution of the State of New York.

Section 10. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as set forth in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 11. The Clerk of the County Legislature is hereby directed to publish this ordinance in full, or a summary thereof, together with a notice in substantially the form prescribed by Section 81.00 of the Law in the official newspaper of the County.

Section 12. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature

Section 13. This ordinance shall take effect immediately upon its adoption.

APPENDIX A

Main	Project Number	Project	PPU	PPU LFL Section(s)	SEQRA	6 NYCRR	Amount
General Capital	50622	Police Department Specialty Vehicle Replacement	3	11.00.a.77	TYPE II	617.5(c)(25)	$ 1,601,342.00
General Capital	50686	Police Fleet Replacement	3	11.00.a.77	TYPE II	617.5(c)(25)	$ 6,500,000.00
			3 Total				$ 8,101,342.00
General Capital	60039	Wheatley Road Drainage Improvements, Old Westbury	40	11.00.a.4	TYPE II	617.5(c)(2),(4),(18)	$ 400,000.00
General Capital	60049	Floral Park Drainage Improvements	40	11.00.a.4	TYPE II	617.5(c)(2)(18)	$ 1,500,000.00
General Capital	82015	Five Towns Drainage Improvements	40	11.00.a.4	TYPE II	617.5(c)(2)(18)	$ 120,809.00
Sewer and Storm	33992	Seacliff Sewers	40	11.00.a.4	UNLISTED	617.7	$ 4,000,000.00
Sewer and Storm	35104	Whitney Drain Rehabilitation	40	11.00.a.4	TYPE II	617.5(c)(2)(6)	$ 1,000,000.00
Sewer and Storm	35109	Force Main/Pump Stations Long Beach	40	11.00.a.4	TYPE II	617.5(c)(21)	$ 500,000.00
Sewer and Storm	35110	Force Main/Pump Stations Cedarhurst/Lawrence	40	11.00.a.4	TYPE II	617.5(c)(21)	$ 4,000,000.00
Sewer and Storm	35114	Wastewater Facilities Improvements	40	11.00.a.4	TYPE II	617.5(c)(2)	$ 16,000,000.00
Sewer and Storm	35116	Wastewater Facilities Odor Control Improvements	40	11.00.a.4	TYPE II	617.5(c)(18)	$ 1,300,000.00
Sewer and Storm	35118	Water/Wastewater Facilities Requirements	40	11.00.a.4	TYPE II	617.5(c)(1)(33)	$ 456,270.00
Sewer and Storm	35130	Countywide Collection and Disposal System Upgrades	40	11.00.a.4	TYPE II	617.5(c)(2)	$ 3,500,000.00
Sewer and Storm	82008	Rehabilitation of Storm Water Basins	40	11.00.a.4	TYPE II	617.5(c)(2)	$ 458,131.00
Sewer and Storm	82014	Horse Brook Drainage Improvements	40	11.00.a.4	TYPE II	617.5(c)(21)	$ 5,000,000.00
Sewer and Storm	3C067	Cedar Creek Equipment Replacement	40	11.00.a.4	TYPE II	617.5(c)(2)(25)	$ 7,400,000.00
Sewer and Storm	3P312	Pump Station Upgrades	40	11.00.a.4	TYPE II	617.5(c)(2)	$ 21,250,000.00
			40 Total				$ 66,485,210.00
			Grand Total				$ 74,986,552.00

Nassau County

Department of Public Works

2

50-16

50 - 16

Staff Summary

Subject Capital Projects Bond Ordinance
Department Public Works
Department Head Name Shila Shah-Gavnoudias
Department Head Signature
Project Manager Name

Date: January 25, 2016
Vendor Name N/A
Contract Number N/A
Contract Manager Name N/A

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
SS 1/25/16	Dept. Head	1/29/16	Counsel to C.E.
	Budget		County Atty.
1/25/16	Deputy C.E.		County Exec.

Purpose:

This bond ordinance authorizes bonding for projects contained in approved County capital budgets.

Impact on Funding:

The requested capital bond ordinance authorizes the multi-year borrowing of $160,260,565.78 for general fund projects, Sewer Storm Water District of $2,022,777, and Building Consolidation funds of $2,000,000, all included in County capital budgets. It is initially expected that the authorization will be used to finance the projects which are listed in Appendix A as part of the 2015-2018 Capital Plan as submitted.

Recommendation:

Approve as submitted.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 29 P 1:43

County of Nassau
Inter-Departmental Memo

To: **Clerk of the County Legislature**

From: **County Attorney**

Date: **January 28, 2016**

Subject: **ORDINANCE - ORIG. DEPT. – Public Works**

Bond ordinance providing for a capital expenditure to finance the capital projects identified herein within the County of Nassau and authorizing $164,283,342.78 of bonds of the County of Nassau to finance said expenditure pursuant to the Local Finance Law of New York and the County Governmental Law of Nassau County.

The above-described document attached hereto is forwarded for your review and approval and subsequent transmittal to the County Legislature for inclusion upon their calendar.

CARNELL T. FOSKEY
County Attorney

By: Samantha A. Goetz
Deputy County Attorney
Appeals

Attachments

ORDINANCE NO. - 2016

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $164,283,342.78 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

APPROVED AS TO FORM
Deputy County Attorney

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NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 29 P 1:43

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to

as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $164,283,342.78 which shall be financed with the proceeds from the issuance of $164,283,342.78 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $164,283,342.78 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $164,283,342.78. The plan of financing includes $164,283,342.78 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $164,283,342.78 bonds authorized pursuant to this ordinance are to be issued is: five (5) years for $31,270,777 thereof, ten (10) years for $36,011,654.48 thereof, fifteen (15) for $65,664,217.30 thereof, twenty (20) years for $11,900,000 thereof, twenty-five (25) years $19,136,694 thereof, and thirty (30) years for $3,000,000 thereof, pursuant to subdivisions 89, 90, 91, 92, 93 and 94, respectively, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of

the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

51-16 3

Nassau County

Department of Public Works

Staff Summary

Subject 2015 Capital Budget Ordinance	Date: January 25, 2016
Department Public Works	Vendor Name N/A
Department Head Name Shila Shah-Gavnoudias	Contract Number N/A
Department Head Signature 1/27/16	Contract Manager Name N/A
Project Manager Name Chris Yansick	

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
1/27	Dept. Head	1/29/16	Counsel to C.E.
	Budget		County Atty.
1/29/16	Deputy C.E.		County Exec.

Purpose:

This 2015 Capital Budget Ordinance and 2015-2018 Capital Plan resolution is being submitted pursuant to the provisions of Section 310 of the County Government law of Nassau County

Discussion:

This submission highlights the projects that are contained in the 2015 Capital Budget and 2015-2018 Capital Improvement Plan. The proposed 2015 Capital Budget has a general fund county debt total of $167,300,050. Including non-county funding there is an additional $78,747,944 which brings the total 2015 general fund budget to $270,588,781. There are 10 new general fund projects in the 2015 Capital Budget. These projects account for $4,765,000 of the 2015 General Capital County Debt.

The proposed 2015 Capital Budget for the Sewer and Storm Water District has a total budget of $2,011,393,019 of which $68,370,809 will be funded via bond proceeds. In addition there will be an outside funding of $265,515,575. There are six new sewer and storm water projects in the 2015 Capital Budget. These projects account for $7,620,809 of the 2015 Sewer and Storm Water Resource District County Debt.

Bond Ordinance:

Not applicable

Impact on Funding:

The 2015 Capital Budget is as follows:

General fund debt total is $177,222,550.
General fund non county total is $93,573,444.
Sewer and Storm Water District debt is $83,420,809.
Sewer and Storm Water District non county total is $163,015,575.

Recommendation:

Approve as submitted.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 29 P 1:44

County of Nassau
Inter-Departmental Memo

To: **Clerk of the County Legislature**

From: **County Attorney**

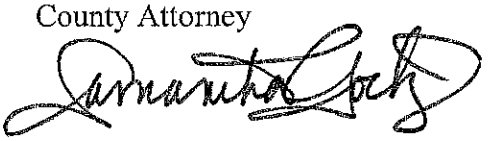
Date: **January 28, 2016**

Subject: **ORDINANCE - ORIG. DEPT. – Public Works**

AN ORDINANCE to adopt the capital budget for the County of Nassau for the first year of the four-year capital plan, to commence on January 1, 2015, pursuant to the provisions of section 310 of the County Government law of Nassau County.

The above-described document attached hereto is forwarded for your review and approval and subsequent transmittal to the County Legislature for inclusion upon its calendar.

CARNELL T. FOSKEY
County Attorney



By: Samantha A. Goetz
Deputy County Attorney
Appeals

Attachments

ORDINANCE NO. -2016

AN ORDINANCE TO ADOPT THE CAPITAL BUDGET FOR THE COUNTY OF NASSAU FOR THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, TO COMMENCE ON JANUARY 1, 2015, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY.

APPROVED AS TO FORM
Deputy County Attorney

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 29 P 1:44

WHEREAS, section 310 of the County Government Law of Nassau County requires the County Executive to submit to the Nassau County Legislature ("County Legislature") a proposed four-year Capital Plan ("Capital Plan"), the first year of which shall be referred to as the Proposed Capital Budget ("Proposed Capital Budget"); and

WHEREAS, on_____ day of _____, 2016, the County Executive filed with the Clerk of the County Legislature three (3) copies of such Capital Plan and Proposed Capital Budget, together with his capital budget message ("Capital Budget Message") including a summary and explaining the main features of the Proposed Capital Budget; and

WHEREAS, such Capital Plan includes, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, details, descriptions and projections of proposed capital programs, projects and activities, as well as descriptions and

projections regarding all of the proposed funding sources for each capital program, project or activity contained in the Capital Plan; and

WHEREAS, such Capital Plan also includes, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, a report on the outstanding indebtedness of the County and of the Nassau County Interim Finance Authority, a report on previously approved capital programs, projects and activities which have not been completed, a report on authorized but unissued serial bonds, and projections of the County's outstanding indebtedness assuming completion of pending capital programs, projects and activities and assuming authorization and financing of all proposed capital programs, projects and activities included in such Capital Plan; and

WHEREAS, the County Executive has, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, submitted along with such Capital Plan a Proposed Capital Budget, including a listing of the capital programs, projects and activities, other than judgments and settlements, which are proposed to be authorized in the first year of the four year capital plan and the cost estimates associated therewith; and

WHEREAS, the County Legislature has, pursuant to subdivision b of section 310 of the County Government Law of Nassau County, made such Capital Plan and Capital Budget Message relating to the Proposed Capital Budget available for public inspection and purchase; and

WHEREAS, the County Legislature has, pursuant to subdivision b of section 310 of the County Government Law of Nassau County, published at least twice, at intervals of one week in the official newspapers, a copy of such Capital Budget Message and duly held a public hearing on such Proposed Capital Budget; and

WHEREAS, the County Legislature has given due consideration and deliberation to each and all of the items which are set forth in such Proposed Capital Budget and to the statements of all persons who were heard at such hearing; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau as follows:

Section 1. In accordance with the Proposed Capital Budget filed by the County Executive with the Clerk of the County Legislature the capital programs, projects and activities, other than judgments and settlements, which are proposed to be authorized in

the first year of the four year capital plan and the cost estimates associated therewith, as identified in Appendix A attached hereto and incorporated herein, are hereby approved and adopted by the County Legislature as the Capital Budget of the County of Nassau for the fiscal year beginning January 1, 2015, and ending December 31, 2015.

§2. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix B attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix B attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

§ 3. This ordinance, including Appendix A and Appendix B, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 4. This ordinance shall take effect immediately.

APPENDIX A

		Proposed												
		FY 2014 Carry Forward			FY 2015 New Budget				Capital Plan				Capital Authorization		
		Cumulative Budget (Pre 2015 Budget)	Expenditures Through 2014	Carry Forward*	2015 County Debt	2015 County Self-Funding	2015 Non-County	2015 TOTAL	2016	2017	2018	FY 2015 - FY 2018	Previously Authorized	New Auth Required	Total Authorization
General Capital		1,881,977,009	1,236,626,913	645,350,096	177,222,550	0	93,573,444	270,795,994	124,352,819	98,869,272	78,287,478	572,305,563	2,482,384,660	162,192,579	2,644,577,239
Buildings		261,026,502	171,467,657	89,558,845	49,100,000	0	1,800,000	50,900,000	11,704,482	13,269,272	14,037,478	89,911,232	369,155,276	13,250,000	382,405,276
90023	Various County Buildings Backflow Prevention	5,365,781	3,399,756	1,966,025	0	0	0	0	0	0	0	0	5,365,782	0	5,365,782
90025	Rehabilitation of Aquatic Center Building	49,000,000	18,715,631	30,284,369	0	0	0	0	0	0	0	0	54,000,000	0	54,000,000
90026	Exterior Renovation of 240 Old Country	1,250,000	421	1,249,579	0	0	0	0	0	0	0	0	4,750,000	0	4,750,000
90027	240 Old Country Road HVAC Improvements	3,850,000	560,260	3,289,740	1,000,000	0	0	1,000,000	0	0	0	1,000,000	6,350,000	0	6,350,000
90031	Records Center Renovation	0	0	0	0	0	0	0	1,354,482	5,169,272	5,937,478	12,461,232	12,461,232	0	12,461,232
90033	BOE Building Upgrades	2,100,000	0	2,100,000	0	0	0	0	0	0	0	0	2,100,000	0	2,100,000
90375	Emergency Work at DPW Garages	2,845,000	1,119,634	1,725,366	0	0	0	0	0	0	0	0	2,845,000	0	2,845,000
90400	Various County Facilities - General Construction	17,450,000	12,230,473	5,219,527	0	0	0	0	1,000,000	1,000,000	1,000,000	3,000,000	20,450,000	0	20,450,000
90401	Various County Facilities - Electrical Construction	7,150,000	5,768,582	1,381,418	1,250,000	0	0	1,250,000	500,000	500,000	500,000	2,750,000	8,650,000	1,250,000	9,900,000
90402	Various County Facilities - HVAC Construction	10,050,000	7,103,876	2,946,124	0	0	0	0	750,000	750,000	750,000	2,250,000	12,300,000	0	12,300,000
90403	Various County Facilities - Plumbing Construction	4,750,000	2,748,621	2,001,379	0	0	0	0	250,000	250,000	250,000	750,000	5,500,000	0	5,500,000
90404	Various County Facilities – Fire Alarm/Protection Security Systems	3,000,000	1,970,453	1,029,547	0	0	0	0	500,000	500,000	500,000	1,500,000	4,500,000	0	4,500,000
90405	Various County Facilities - Demolition	3,000,000	0	3,000,000	0	0	0	0	500,000	500,000	500,000	1,500,000	4,500,000	0	4,500,000
90406	Various County Facilities - Design	500,000	0	500,000	0	0	0	0	500,000	500,000	500,000	1,500,000	2,000,000	0	2,000,000
90611	Various County Court Facilities Renovation	16,038,239	2,940,312	13,097,927	0	0	0	0	0	0	0	0	16,038,239	0	16,038,239
90612	Generator Upgrade - Various Buildings	3,800,000	1,899,918	1,900,082	0	0	0	0	0	0	0	0	3,800,000	0	3,800,000
90617	Various County Buildings Electric Service & Engineering Upgrade	6,275,023	3,218,878	3,056,145	0	0	0	0	0	0	0	0	8,275,023	0	8,275,023
90618	Various County Buildings Roof Renovation	18,150,000	16,195,114	1,954,886	250,000	0	0	250,000	2,000,000	2,000,000	2,000,000	6,250,000	24,150,000	250,000	24,400,000
90622	Hempstead Garage Improvements	19,750,000	5,924,377	13,825,623	3,450,000	0	0	3,450,000	750,000	0	0	4,200,000	22,650,000	1,300,000	23,950,000
90625	Various Asbestos & Lead Abatement	5,370,000	4,751,867	618,133	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	7,120,000	250,000	7,370,000
90629	Various County Fuel Station Upgrades	1,500,000	0	1,500,000	1,500,000	0	0	1,500,000	0	250,000	250,000	2,000,000	3,250,000	250,000	3,500,000

*ITD Expenditures includes encumbrances. When the Carry Forward for a project is negative, this indicates that there is no carried over budget authority and the encumbrance includes authorized funds that, would require additional budgeting in future years.
**New Projects that are proposed to be part of the 2015 Capital Budget and 2015 - 2018 CIP are bolded.

		Proposed												
		FY 2014 Carry Forward			FY 2015 New Budget				Capital Plan				Capital Authorization		
		Cumulative Budget (Pre 2015 Budget)	Expenditures Through 2014	Carry Forward*	2015 County Debt	2015 County Self-Funding	2015 Non-County	2015 TOTAL	2016	2017	2018	FY 2015 - FY 2018	Previously Authorized	New Auth Required	Total Authorization
90632	Family & Matrimonial Court	57,000,000	67,251,238	-10,251,238	37,000,000	0	0	37,000,000	0	0	0	37,000,000	112,000,000	0	112,000,000
90634	Nassau Coliseum Emergency Repairs	5,000,000	4,068,961	931,039	1,800,000	0	0	**1,800,000**	0	0	0	1,800,000	5,000,000	1,800,000	6,800,000
90636	Warehouse and Staging Area	4,750,000	2,821,968	1,928,032	1,500,000	0	0	**1,500,000**	0	0	0	1,500,000	4,750,000	1,500,000	6,250,000
90637	Nassau County Department of Public Works Mat Testing Laboratory	1,200,000	0	1,200,000	0	0	1,800,000	1,800,000	1,300,000	0	0	3,100,000	2,500,000	1,800,000	4,300,000
90638	Nassau County Housing Improvements	0	0	0	**0**	**0**	**0**	**0**	**1,800,000**	**1,100,000**	**1,100,000**	**4,000,000**	**0**	**4,000,000**	**4,000,000**
90639	Data Center Fire Suppression System	0	0	0	850,000	**0**	**0**	850,000	**0**	**0**	**0**	850,000	**0**	850,000	850,000
90981	Americans/Disabilities Act - Phase II (Constructio	11,882,459	8,777,317	3,105,142	0	0	0	**0**	0	250,000	250,000	500,000	13,850,000	0	13,850,000
Equipment		79,153,884	39,856,010	39,297,874	2,850,000	**0**	**0**	2,850,000	7,935,119	7,350,000	7,100,000	25,235,119	102,136,884	4,435,119	106,572,003
11511	Health Department Equipment Replacement	1,408,924	1,259,411	149,513	0	0	0	**0**	0	250,000	0	250,000	1,658,924	0	1,658,924
98060	Road Maintenance Equipment Replacement	17,700,000	14,502,076	3,197,924	1,600,000	0	0	1,600,000	1,600,000	1,600,000	1,600,000	6,400,000	22,500,000	1,600,000	24,100,000
98062	Automation of Fuel Sites and Vehicles	1,250,000	1,156,752	93,248	0	0	0	**0**	0	0	0	0	1,250,000	0	1,250,000
98063	DPW Fleet Service Equipment	250,000	150,000	100,000	0	0	0	**0**	0	0	0	0	250,000	0	250,000
98064	Road Maintenance Equipment Refurbishment	250,000	0	250,000	0	0	0	**0**	0	0	0	0	500,000	0	500,000
98092	Snow Removal Truck Replacement	12,150,000	7,103,688	5,046,312	1,000,000	0	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	15,150,000	1,000,000	16,150,000
98105	Fleet Management Life Cycle Vehicle Replaceme	19,060,237	8,721,895	10,338,342	0	0	0	**0**	5,085,119	3,750,000	3,750,000	12,585,119	30,310,237	1,335,119	31,645,356
98180	Mosquito Control Equipment	2,751,098	2,361,382	389,716	250,000	0	0	250,000	250,000	250,000	250,000	1,000,000	3,501,098	250,000	3,751,098
98340	Printing Equipment Replacement Project	2,010,000	994,198	1,015,802	0	0	0	**0**	0	250,000	250,000	500,000	2,260,000	250,000	2,510,000
98341	Office Equipment Replacement Program	2,850,000	2,318,931	531,069	0	0	0	**0**	0	250,000	250,000	500,000	4,500,000	0	4,500,000
98342	Field Data Inspection Modernization	450,000	0	450,000	0	0	0	**0**	0	0	0	0	650,000	0	650,000
98343	BOE Voting Machine Upgrade	18,773,625	1,130,361	17,643,264	0	0	0	**0**	0	0	0	0	19,356,625	0	19,356,625
98344	Public Works Lab Equipment	250,000	157,316	92,684	0	0	0	**0**	0	0	0	0	250,000	0	250,000
Infrastructure		370,627,659	256,649,379	113,978,280	32,162,550	**0**	43,409,550	75,572,100	23,713,218	21,650,000	10,750,000	131,685,318	500,727,680	53,510,218	554,237,898

*ITD Expenditures includes encumbrances. When the Carry Forward for a project is negative, this indicates that there is no carried over budget authority and the encumbrance includes authorized funds that, would require additional budgeting in future years.

**New Projects that are proposed to be part of the 2015 Capital Budget and 2015 - 2018 CIP are bolded.

		Proposed												
		FY 2014 Carry Forward			FY 2015 New Budget				Capital Plan				Capital Authorization		
		Cumulative Budget (Pre 2015 Budget)	Expenditures Through 2014	Carry Forward*	2015 County Debt	2015 County Self-Funding	2015 Non-County	2015 TOTAL	2016	2017	2018	FY 2015 - FY 2018	Previously Authorized	New Auth Required	Total Authorization
63029	Bridge Rehabilitation Program	20,850,000	5,952,613	14,897,387	0	0	10,000,000	10,000,000	0	0	0	10,000,000	22,350,000	8,500,000	30,850,000
63031	Bridge Painting Program	12,571,795	3,321,540	9,250,255	0	0	6,400,000	6,400,000	0	0	0	6,400,000	12,571,795	6,400,000	18,971,795
63400	Civil Site Studies	4,000,000	744,180	3,255,820	0	0	0	0	500,000	500,000	500,000	1,500,000	5,500,000	0	5,500,000
66016	Countywide Tree Management Program	3,800,000	2,981,886	818,114	300,000	0	0	300,000	300,000	300,000	300,000	1,200,000	4,700,000	300,000	5,000,000
66017	Countywide Fencing Improvements	800,000	250,000	550,000	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	5,800,000	0	5,800,000
66050	Requirements Contract Curbs and Sidewalks	5,269,436	2,660,853	2,608,583	100,000	0	0	100,000	100,000	100,000	100,000	400,000	5,569,436	100,000	5,669,436
66051	Pedestrian Accessibility	0	0	0	2,500,000	0	0	2,500,000	0	2,500,000	2,500,000	7,500,000	0	7,500,000	7,500,000
66302	Requirements Contract Roads/Drainage/Bridge/J	17,750,000	16,347,265	1,402,735	4,000,000	0	0	4,000,000	163,218	500,000	500,000	5,163,218	18,500,000	4,413,218	22,913,218
66305	Long Beach Parking Mall Improvements	1,750,000	1,732,510	17,490	0	0	0	0	0	0	0	0	1,750,000	0	1,750,000
66306	Various County Parking Lot Refurbishment	500,000	391,215	108,785	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	3,000,000	0	3,000,000
70040	NCC Life Science Building	40,000,000	39,440,045	559,955	0	0	0	0	0	0	0	0	40,000,000	0	40,000,000
70042	NCC Master Plan Construction	62,630,430	64,212,564	-1,582,134	0	0	0	0	0	0	0	0	80,900,351	0	80,900,351
70050	NCC Master Plan Phase II Construction	5,973,500	4,374,277	1,599,223	0	0	5,337,000	5,337,000	0	0	0	5,337,000	5,973,500	5,337,000	11,310,500
70060	NCC Energy Initiative	9,000,000	6,189,791	2,810,209	1,500,000	0	1,810,000	3,310,000	0	0	0	3,310,000	12,000,000	310,000	12,310,000
70065	NCC Refurbishment of Plaza	9,400,000	9,398,751	1,249	0	0	0	0	0	0	0	0	9,400,000	0	9,400,000
70071	NCC Tennis Courts	0	0	0	0	0	0	0	0	0	0	0	400,000	0	400,000
70073	NCC Fire Alarm Upgrade	5,630,000	1,445,039	4,184,961	685,000	0	385,000	1,070,000	0	0	0	1,070,000	6,885,000	0	6,885,000
70074	NCC Rehabilitation Water Damaged Buildings Pl	5,308,000	3,669,388	1,638,612	0	0	0	0	0	0	0	0	5,328,000	0	5,328,000
70080	NCC Security System Expansion	1,500,000	831,147	668,853	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
70084	NCC Health & Safety	3,795,000	2,790,361	1,004,639	37,500	0	37,500	75,000	0	0	0	75,000	3,870,000	0	3,870,000
70086	NCC West/South Campus Parking Lot Rehab	11,850,000	11,335,819	514,181	1,350,000	0	1,350,000	2,700,000	0	0	0	2,700,000	14,550,000	0	14,550,000
70087	NCC Renovation of Building V	650,000	0	650,000	0	0	0	0	0	0	0	0	650,000	0	650,000
70088	NCC Renovation of Cluster C	2,550,000	952,669	1,597,331	3,200,000	0	3,200,000	6,400,000	8,000,000	0	0	14,400,000	16,950,000	0	16,950,000

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70089	NCC Space Consolidation	10,000,000	8,306,301	1,693,699	500,000	0	500,000	1,000,000	0	0	0	1,000,000	11,000,000	0	11,000,000
70091	NCC Public Safety Offices	1,000,000	623,145	376,855	0	0	0	0	0	0	0	0	1,000,000	0	1,000,000
70092	NCC Road and Parking Paving	4,000,000	2,125,787	1,874,213	700,000	0	700,000	1,400,000	0	0	0	1,400,000	5,400,000	0	5,400,000
70093	NCC Window Replacement	4,119,900	1,650,891	2,469,009	1,540,050	0	1,540,050	3,080,100	0	0	0	3,080,100	7,200,000	0	7,200,000
70094	NCC Performing Arts Center	2,250,000	186,390	2,063,610	0	0	0	0	4,000,000	10,000,000	0	14,000,000	45,100,000	0	45,100,000
70095	NCC Library Renovation (Design)	1,850,000	724,089	1,125,911	1,075,000	0	1,075,000	2,150,000	0	500,000	0	2,650,000	4,500,000	0	4,500,000
70096	NCC Infrastructure and Master Plan	2,300,000	91,431	2,208,569	100,000	0	100,000	200,000	0	0	0	200,000	2,500,000	0	2,500,000
70097	NCC Elevator Restorations	3,000,000	974,123	2,025,877	500,000	0	500,000	1,000,000	0	0	0	1,000,000	4,000,000	0	4,000,000
70098	NCC Information Technology Infrastructure	2,700,000	570,825	2,129,175	1,750,000	0	1,750,000	3,500,000	1,800,000	0	0	5,300,000	8,000,000	0	8,000,000
70099	NCC Physical Plant Vehicles	250,000	79,925	170,075	175,000	0	175,000	350,000	0	0	0	350,000	600,000	0	600,000
70100	NCC Foundation House	120,000	2,349	117,651	0	0	0	0	0	0	0	0	120,000	0	120,000
70101	NCC IT Infrastructure and Equipment Upgrades	1,000,000	0	1,000,000	0	0	0	0	0	0	0	0	1,000,000	0	1,000,000
70102	NCC Various Security Upgrades	1,400,000	0	1,400,000	0	0	0	0	0	0	0	0	1,400,000	0	1,400,000
70103	NCC Various Facility Upgrades	760,000	0	760,000	0	0	0	0	0	0	0	0	760,000	0	760,000
70104	NCC Infrastructure Repair	1,500,000	278,151	1,221,849	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
70105	NCC Various Facility Upgrades Phase II	500,000	0	500,000	0	0	0	0	0	0	0	0	500,000	0	500,000
70106	NCC Academic Department Renovations	0	0	0	750,000	0	750,000	1,500,000	0	0	0	1,500,000	1,500,000	0	1,500,000
70107	NCC Concrete Repair	0	0	0	600,000	0	600,000	1,200,000	0	0	0	1,200,000	1,200,000	0	1,200,000
70108	NCC ADA Compliance	0	0	0	600,000	0	600,000	1,200,000	0	0	0	1,200,000	1,200,000	0	1,200,000
70109	NCC - Property Transfer	2,000,000	0	2,000,000	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
70110	NCC Medical Technologies	500,000	0	500,000	0	0	0	0	0	0	0	0	500,000	0	500,000
70111	NCC Building Improvements	5,000,000	0	5,000,000	0	0	0	0	0	0	0	0	5,000,000	0	5,000,000
81011	Hazardous Waste Response Fund Phase II	23,077,817	13,379,365	9,698,452	0	0	6,600,000	6,600,000	0	150,000	0	6,750,000	23,227,817	6,600,000	29,827,817

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81060	County Storage Tank Replacement Program	15,846,840	12,403,901	3,442,939	3,000,000	0	0	3,000,000	2,150,000	150,000	150,000	5,450,000	19,146,840	2,150,000	21,296,840
91077	Pedestrian and Bicycle Pathway	6,307,500	4,355,337	1,952,163	0	0	0	0	0	0	0	0	6,307,500	0	6,307,500
91078	Westbury/New Castle Shared Multi Use Path Acc Eisenhower Park and Active Transportation	2,000,000	0	2,000,000	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
91079	Motor Parkway Multi-Use Trail	2,275,000	0	2,275,000	0	0	0	0	0	0	0	0	2,275,000	0	2,275,000
92026	Veterans Memorial Coliseum Committee Study	500,000	397,229	102,771	0	0	0	0	0	0	0	0	500,000	0	500,000
92030	Nassau Hub Energy Study	130,000	240	129,760	0	0	0	0	0	0	0	0	830,000	0	830,000
92036	**Disparity Study**	**0**	**0**	**0**	**500,000**	**0**	**0**	**500,000**	**0**	**0**	**0**	**500,000**	**0**	**500,000**	**500,000**
99205	Community Revitalization Program	3,060,951	2,937,084	123,867	0	0	0	0	0	0	0	0	3,060,951	0	3,060,951
99206	Various County Projects	41,900,000	25,904,269	15,995,731	5,700,000	0	0	5,700,000	5,700,000	5,700,000	5,700,000	22,800,000	53,300,000	11,400,000	64,700,000
99300	Engineering Documents Record Consolidation	200,000	96,388	103,612	0	0	0	0	0	0	0	0	200,000	0	200,000
99502	Countywide Green Initiative	5,501,490	2,540,246	2,961,244	0	0	0	0	0	250,000	0	250,000	5,751,490	0	5,751,490
Parks		**172,931,064**	**93,942,678**	**78,988,386**	**3,250,000**	**0**	**-2,023,241**	**1,226,759**	**9,600,000**	**3,500,000**	**2,250,000**	**16,576,759**	**201,884,845**	**5,562,107**	**207,446,952**
41006	Various Park Athletic Fields	28,400,000	9,154,064	19,245,936	0	0	-2,085,348	-2,085,348	350,000	0	0	-1,735,348	31,400,000	0	31,400,000
41008	Museum & Educational Facilities	250,000	0	250,000	0	0	0	0	3,500,000	0	0	3,500,000	5,750,000	0	5,750,000
41334	Nickerson Beach Improvements	13,391,905	7,474,267	5,917,638	0	0	0	0	0	0	0	0	13,391,905	0	13,391,905
41402	Batting Cages Refurbishment and Construction	1,000,000	997,230	2,770	0	0	62,107	62,107	0	0	0	62,107	1,000,000	62,107	1,062,107
41410	Battlerow Campground Improvement	200,000	0	200,000	0	0	0	0	0	0	0	0	800,000	0	800,000
41420	Roslyn Grist Mill Restoration	2,266,460	234,313	2,032,147	0	0	0	0	0	0	0	0	4,650,000	0	4,650,000
41482	Mitchel Field - Rifle Range Improvements	2,500,000	148,906	2,351,094	0	0	0	0	0	0	0	0	2,500,000	0	2,500,000
41501	Cedar Creek Park Feasibility Study	200,000	0	200,000	0	0	0	0	0	0	0	0	200,000	0	200,000
41802	Various County Parks Pond Dredging and Desilti	2,042,189	2,042,169	20	0	0	0	0	0	0	0	0	2,400,000	0	2,400,000
41811	Various County Parks Restroom Rehabilitation	4,750,000	4,059,064	690,936	0	0	0	0	0	0	0	0	5,500,000	0	5,500,000
41814	Various County Parks Fencing Repair	3,418,000	3,036,910	381,090	0	0	0	0	0	0	0	0	3,668,000	0	3,668,000

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41815	Various County Parks Ice Rink Modernization	4,076,070	2,968,268	1,107,802	0	0	0	0	0	500,000	0	500,000	9,330,000	0	9,330,000
41820	Various County Parks Playground & Picnic Area Rehabilitation	13,714,000	12,816,109	897,891	0	0	0	0	0	0	0	0	13,714,000	0	13,714,000
41826	Various Parks Preserve Buildings Rehabilitation	9,171,940	8,066,340	1,105,600	250,000	0	0	250,000	0	250,000	250,000	750,000	9,930,440	0	9,930,440
41829	Various Parks Outdoor Lighting Rehabilitation	13,187,000	11,299,225	1,887,775	0	0	0	0	0	0	0	0	13,437,000	0	13,437,000
41834	Various Parks Path/Roadways/Parking Resurfac	7,920,000	6,020,886	1,899,114	0	0	0	0	0	0	0	0	7,920,000	0	7,920,000
41844	Various Parks Athletic Field & Court Rehabilitatio Phase II	4,875,000	4,741,592	133,408	0	0	0	0	0	0	0	0	4,875,000	0	4,875,000
41851	Various Parks Golf Course Renovation Phase II	2,385,000	2,300,715	84,285	0	0	0	0	0	0	0	0	3,385,000	0	3,385,000
41855	Parks Equipment Replacement	2,550,000	1,804,877	745,123	250,000	0	0	250,000	500,000	0	0	750,000	2,800,000	500,000	3,300,000
41858	County Pools Improvements and Code Complian	4,700,000	3,170,299	1,529,701	500,000	0	0	500,000	0	250,000	0	750,000	5,800,000	0	5,800,000
41860	Various County Parks - Irrigation System Installat	1,200,000	828,959	371,041	0	0	0	0	0	0	0	0	1,700,000	0	1,700,000
41861	Various County Park Buildings - Infrastructure Improvements	16,258,500	9,180,814	7,077,686	250,000	0	0	250,000	0	250,000	0	500,000	16,758,500	0	16,758,500
41862	Various Parks - Pool Improvements	500,000	334,479	165,521	0	0	0	0	0	0	0	0	500,000	0	500,000
41863	Dutch Broadway Park Improvements	225,000	0	225,000	0	0	0	0	0	0	0	0	225,000	0	225,000
41864	Park Furnishings	500,000	390,292	109,708	0	0	0	0	250,000	250,000	0	500,000	1,000,000	0	1,000,000
41865	Inwood Bulkhead	4,000,000	243,000	3,757,000	0	0	0	0	0	0	0	0	4,000,000	0	4,000,000
41869	Various Park Improvements	8,250,000	2,422,730	5,827,270	2,000,000	0	0	2,000,000	3,000,000	2,000,000	2,000,000	9,000,000	14,250,000	3,000,000	17,250,000
41870	Various County Beaches Restoration and Mitigati	2,000,000	70,618	1,929,382	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
41871	Various County Dock and Bulkheads	2,500,000	136,552	2,363,448	0	0	0	0	0	0	0	0	2,500,000	0	2,500,000
41872	Wantagh Park Improvements	2,000,000	0	2,000,000	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
41873	Milburn Park Improvements	4,000,000	0	4,000,000	0	0	0	0	0	0	0	0	4,000,000	0	4,000,000
41874	Eisenhower Park Improvements	6,000,000	0	6,000,000	0	0	0	0	0	0	0	0	6,000,000	0	6,000,000
41875	Cantiague Park Improvements	4,500,000	0	4,500,000	0	0	0	0	0	0	0	0	4,500,000	0	4,500,000
41876	Centennial Park Improvements	0	0	0	0	0	0	0	2,000,000	0	0	2,000,000	0	2,000,000	2,000,000

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Property		52,804,241	35,287,984	17,516,257	0	0	0	0	0	500,000	0	500,000	53,804,241	0	53,804,241
9B480	Land Acquisition	52,804,241	35,287,984	17,516,257	0	0	0	0	0	500,000	0	500,000	53,804,241	0	53,804,241
Public Safety		269,360,342	195,172,905	74,187,437	41,070,000	0	27,565,135	68,635,135	23,600,000	14,000,000	9,050,000	115,285,135	397,295,342	9,065,135	406,360,477
14003	Med Exam Equipment 3 Year Program	4,559,583	3,944,701	614,882	100,000	0	0	100,000	100,000	100,000	0	300,000	4,859,583	0	4,859,583
14004	Med Exam DNA Laboratory	1,425,000	1,298,125	126,875	0	0	0	0	0	0	0	0	1,425,000	0	1,425,000
14007	Med Exam Crime Lab Equipment	750,000	0	750,000	0	0	0	0	100,000	100,000	0	200,000	950,000	0	950,000
14008	Nassau County Crime Lab	19,000,000	24,613,601	-5,613,601	25,400,000	0	0	25,400,000	3,600,000	0	0	29,000,000	48,000,000	0	48,000,000
50210	Live Scan Replacement	450,000	129,815	320,185	0	0	0	0	0	0	0	0	450,000	0	450,000
50320	Marine Bureau Repower Vessels	400,000	293,578	106,422	0	0	0	0	0	0	0	0	600,000	0	600,000
50404	Police Department Renovation of Outdoor Pistol	8,720,000	7,816,149	903,851	0	0	0	0	0	0	0	0	10,200,000	0	10,200,000
50570	Police Department Computer Aided Dispatch Sys	15,700,000	13,385,915	2,314,085	0	0	0	0	0	0	0	0	15,700,000	0	15,700,000
50590	Police Department Interoperable Radio System	51,050,000	46,867,578	4,182,422	0	0	0	0	0	0	0	0	53,000,000	0	53,000,000
50617	Police Department and other Agencies Bullet Pro Vests	7,127,382	5,208,272	1,919,110	1,160,000	0	0	1,160,000	400,000	400,000	400,000	2,360,000	8,337,382	1,150,000	9,487,382
50619	Police Department Ambulance Replacement	10,300,000	7,860,989	2,439,011	500,000	0	0	500,000	500,000	1,300,000	1,300,000	3,600,000	14,200,000	0	14,200,000
50622	Police Department Specialty Vehicle Replacemer	9,441,342	7,078,434	2,362,908	500,000	0	0	500,000	500,000	850,000	850,000	2,700,000	11,991,342	150,000	12,141,342
50627	AED Replacement	300,000	150,000	150,000	0	0	0	0	0	0	0	0	450,000	0	450,000
50628	Police Department Dual Engine Helicopter	18,000,000	0	18,000,000	0	0	0	0	0	0	0	0	18,000,000	0	18,000,000
50680	Police Department Precincts & Auxiliary Precincts Renovation and Modernization	44,450,000	15,363,582	29,086,418	6,700,000	0	27,565,135	34,265,135	8,300,000	0	0	42,565,135	84,850,000	2,165,135	87,015,135
50685	Police Department - Ambulance Medical Control Upgrade	1,600,000	980,312	619,688	0	0	0	0	0	0	0	0	1,600,000	0	1,600,000
50686	Police Fleet Replacement	19,125,000	12,206,527	6,918,473	3,500,000	0	0	3,500,000	3,500,000	3,500,000	3,500,000	14,000,000	29,625,000	3,500,000	33,125,000
50687	Village Police 911 Upgrade	2,000,000	0	2,000,000	0	0	0	0	1,000,000	2,000,000	2,000,000	5,000,000	7,600,000	0	7,600,000
50688	Fire Police EMS Academy	3,490,000	134,865	3,355,135	1,510,000	0	0	1,510,000	4,500,000	4,500,000	0	10,510,000	19,490,000	0	19,490,000
50689	Police Department Firearms	1,750,000	1,164,050	585,950	0	0	0	0	0	0	0	0	1,750,000	0	1,750,000

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50695	Police Department Fuel Management System	1,500,000	745,718	754,282	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
50696	Local Municipality Interoperable Radio System	1,000,000	0	1,000,000	0	0	0	0	0	0	0	0	1,000,000	0	1,000,000
51037	Jail Six Year Master Plan	5,300,000	4,130,001	1,169,999	1,500,000	0	0	1,500,000	500,000	500,000	250,000	2,750,000	6,800,000	1,250,000	8,050,000
51457	Jail Building 832 HVAC Upgrade	1,500,000	108,491	1,391,509	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
51459	Jail High Energy Efficient Lighting	2,900,000	2,899,960	40	0	0	0	0	0	0	0	0	2,900,000	0	2,900,000
52028	Hazmat Vehicle Purchase	1,400,000	0	1,400,000	0	0	0	0	0	0	0	0	1,400,000	0	1,400,000
52031	Fire Comm Radio Project	200,000	0	200,000	200,000	0	0	200,000	100,000	250,000	250,000	800,000	650,000	350,000	1,000,000
53001	First Responder Personal Protection Equipment	500,000	0	500,000	0	0	0	0	0	0	0	0	500,000	0	500,000
72490	Fire Service Academy, Various Improvements	16,750,000	15,814,551	935,449	0	0	0	0	500,000	500,000	500,000	1,500,000	17,750,000	500,000	18,250,000
72491	Fire Service Academy, Admin Building	300,000	35,000	265,000	0	0	0	0	0	0	0	0	600,000	0	600,000
98130	Countywide Radio System	18,372,035	22,942,691	-4,570,656	0	0	0	0	0	0	0	0	29,617,035	0	29,617,035
Roads		**304,705,670**	**185,656,633**	**119,049,037**	**27,350,000**	**0**	**8,500,000**	**35,850,000**	**31,150,000**	**23,500,000**	**23,500,000**	**114,000,000**	**398,187,558**	**39,550,000**	**437,737,558**
60039	Wheatley Road Drainage Improvements, Old We	4,000,000	553,852	3,446,148	1,900,000	0	0	1,900,000	0	0	0	1,900,000	5,500,000	400,000	5,900,000
60042	Middle Neck Road Drainage Improvement	6,280,000	2,985,725	3,294,275	0	0	0	0	0	0	0	0	6,280,000	0	6,280,000
60045	Park Street Drainage Improvements, Atlantic Bea	1,050,000	63,974	986,026	0	0	0	0	0	0	0	0	3,800,000	0	3,800,000
60049	Floral Park Drainage Improvements	750,000	0	750,000	0	0	0	0	1,000,000	0	0	1,000,000	1,750,000	0	1,750,000
60050	Sheridan Avenue, Mineola Drainage Improvemer	2,000,000	882,105	1,117,895	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
61025	Ocean Ave at Merrick Road, Lynbrook	5,235,352	663,575	4,571,777	0	0	2,000,000	2,000,000	0	0	0	2,000,000	5,235,352	2,000,000	7,235,352
61078	Guide Rail Replacement Roadways and Bridges	1,284,000	840,129	443,871	0	0	0	0	0	0	0	0	1,684,000	0	1,684,000
61082	Brookside Avenue Improvements, Roosevelt	6,984,210	684,618	6,299,592	3,000,000	0	0	3,000,000	0	0	0	3,000,000	9,984,210	0	9,984,210
61083	Horse Hollow Road, Lattingtown	3,760,000	118,695	3,641,305	800,000	0	0	800,000	0	0	0	800,000	4,560,000	0	4,560,000
61090	Cedar Swamp Road Improvements	4,950,000	4,342,170	607,830	0	0	0	0	0	0	0	0	4,950,000	0	4,950,000
61091	Grand Avenue, Baldwin	500,000	172,504	327,496	1,500,000	0	0	1,500,000	0	0	0	1,500,000	6,972,000	0	6,972,000

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61100	Long Beach Road Improvement - South Hempste	300,000	298,359	1,641	0	0	0	0	0	0	0	0	300,000	0	300,000
61101	Uniondale Avenue/Front Street Improvements	550,000	88,043	461,957	2,950,000	0	0	2,950,000	0	0	0	2,950,000	3,500,000	0	3,500,000
61102	Bellmore Ave Rehabilitation	2,750,000	117,541	2,632,459	500,000	0	0	500,000	0	0	0	500,000	4,250,000	0	4,250,000
61103	Austin Blvd Road Improvement, Island Park	800,000	188,095	611,905	700,000	0	0	700,000	5,650,000	0	0	6,350,000	7,000,000	150,000	7,150,000
61105	Merrick Avenue, Merrick Road Improvements	500,000	273,357	226,643	0	0	0	0	0	0	0	0	500,000	0	500,000
61106	Stewart Avenue, Bethpage Road Improvements	1,305,000	0	1,305,000	0	0	0	0	0	0	0	0	7,705,000	0	7,705,000
61107	Farmingdale Road Improvements	2,000,000	1,107,887	892,113	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
61111	Wantagh Avenue, Wantagh Road Improvements	500,000	50,800	449,200	0	0	0	0	0	0	0	0	500,000	0	500,000
61570	Remove and Replace Curbs and Sidewalks	5,490,112	2,128,925	3,361,187	0	0	0	0	1,000,000	1,000,000	1,000,000	3,000,000	11,000,000	0	11,000,000
61587	Resurfacing Various County Roads	209,150,000	143,293,338	65,856,662	0	0	6,500,000	6,500,000	22,500,000	22,500,000	22,500,000	74,000,000	254,150,000	29,000,000	283,150,000
61682	North Main Street, Freeport	3,600,000	274,874	3,325,126	2,000,000	0	0	2,000,000	1,000,000	0	0	3,000,000	7,600,000	0	7,600,000
6179A	West Shore Road, Mill Neck	40,966,996	26,528,067	14,438,929	14,000,000	0	0	14,000,000	0	0	0	14,000,000	46,966,996	8,000,000	54,966,996
Technology		**173,264,379**	**136,627,930**	**36,636,449**	**3,500,000**	**0**	**0**	**3,500,000**	**6,050,000**	**3,350,000**	**3,350,000**	**16,250,000**	**204,414,379**	**3,600,000**	**208,014,379**
97008	DPW Management Information System	1,450,000	1,135,498	314,502	0	0	0	0	0	100,000	100,000	200,000	1,550,000	100,000	1,650,000
97013	Integrated Financial System	10,897,000	10,896,182	818	0	0	0	0	0	0	0	0	10,897,000	0	10,897,000
97101	HR, Payroll, and Benefit System	15,000,000	12,113,157	2,886,843	0	0	0	0	0	0	0	0	15,000,000	0	15,000,000
97102	Assessment Cluster Workflow System	1,600,000	1,202,533	397,467	0	0	0	0	0	0	0	0	2,600,000	0	2,600,000
97103	eGovernment	4,750,000	4,831,096	418,904	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	7,300,000	0	7,300,000
97104	Disaster Recovery Plan	3,515,000	371,587	3,143,413	0	0	0	0	0	0	0	0	3,515,000	0	3,515,000
97105	Case Management	4,145,000	2,498,531	1,646,469	0	0	0	0	0	0	0	0	4,145,000	0	4,145,000
97108	Vehicle Management Inventory System	270,000	247,964	22,036	0	0	0	0	0	0	0	0	270,000	0	270,000
97109	NIFS Upgrade / ERP System	39,900,000	38,482,551	1,417,449	0	0	0	0	0	0	0	0	50,000,000	0	50,000,000
97112	Student Registration System	6,477,475	5,777,261	700,214	0	0	0	0	0	0	0	0	6,477,475	0	6,477,475

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97113	Departmental Technology Equipment Replaceme	9,550,000	5,911,711	3,638,289	1,000,000	0	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	12,550,000	1,000,000	13,550,000
97114	Traffic Parking Violations Agency Computer Syst Replacement	2,050,000	1,707,017	342,983	0	0	0	0	0	0	0	0	2,050,000	0	2,050,000
97117	CAMDR	2,950,000	1,839,584	1,110,416	0	0	0	0	0	500,000	500,000	1,000,000	3,450,000	500,000	3,950,000
97118	Server and Equipment Consolidation	1,635,000	844,977	790,023	0	0	0	0	0	0	0	0	1,635,000	0	1,635,000
97119	Network Infrastructure	10,705,000	9,837,509	867,491	1,500,000	0	0	1,500,000	500,000	500,000	500,000	3,000,000	12,205,000	1,500,000	13,705,000
97120	Data Center Storage	1,200,000	1,199,999	1	0	0	0	0	0	0	0	0	1,200,000	0	1,200,000
97121	ADAPT	6,500,000	6,827,518	-327,518	0	0	0	0	0	0	0	0	9,000,000	0	9,000,000
97123	Jail Management System	3,150,000	1,919,615	1,230,385	0	0	0	0	0	0	0	0	3,750,000	0	3,750,000
97124	Integrated Information Management System	2,300,000	1,025,088	1,274,912	0	0	0	0	0	0	0	0	5,500,000	0	5,500,000
97126	Countywide Document Management Program	2,750,000	1,782,067	967,933	0	0	0	0	0	0	0	0	3,000,000	0	3,000,000
97127	No Wrong Door Expansion	6,250,000	1,559,555	4,690,445	0	0	0	0	0	0	0	0	6,250,000	0	6,250,000
97129	Probation Caseload Explorer	750,000	694,925	55,075	0	0	0	0	0	0	0	0	750,000	0	750,000
97130	OSCAR	715,000	2,665	712,335	0	0	0	0	0	0	0	0	715,000	0	715,000
97131	First Responder Support	180,000	0	180,000	0	0	0	0	0	0	0	0	180,000	0	180,000
97132	County Attorney - E-mail Storage	450,000	0	450,000	0	0	0	0	0	0	0	0	750,000	0	750,000
97134	Integrated Voice Response System	500,000	0	500,000	0	0	0	0	0	0	0	0	500,000	0	500,000
97135	VOIP Implementation	3,500,000	1,725,276	1,774,724	0	0	0	0	0	0	0	0	3,500,000	0	3,500,000
97136	HHS Technology Development and Efficiency Pr	3,100,000	1,801,484	1,298,516	500,000	0	0	500,000	750,000	750,000	750,000	2,750,000	5,350,000	500,000	5,850,000
97530	GeoBased Mapping & Information System	15,830,000	15,828,699	1,301	0	0	0	0	0	0	0	0	15,830,000	0	15,830,000
97531	Tax Base Growth Management	6,494,904	5,063,881	1,431,023	0	0	0	0	0	0	0	0	6,494,904	0	6,494,904
97532	Systematic Review County Assessment System	4,700,000	0	4,700,000	0	0	0	0	3,300,000	0	0	3,300,000	8,000,000	0	8,000,000
Traffic		**156,440,916**	**99,585,409**	**56,855,507**	**14,590,000**	**0**	**13,522,000**	**28,112,000**	**7,900,000**	**7,250,000**	**4,250,000**	**47,512,000**	**188,152,916**	**25,420,000**	**213,572,916**
62017	Traffic Signal Construction & Modification	50,411,981	42,639,561	7,772,420	5,000,000	0	3,000,000	8,000,000	3,250,000	3,250,000	3,250,000	17,750,000	60,161,981	8,000,000	68,161,981

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62023	South Shore Traffic Signal Improvements	4,200,000	0	4,200,000	0	0	0	0	0	0	0	0	4,200,000	0	4,200,000
62153	Federal Aid Durable Marking Program	12,924,000	10,079,462	2,844,538	500,000	0	400,000	900,000	1,000,000	500,000	500,000	2,900,000	14,924,000	900,000	15,824,000
62160	Traffic Computerized Signal System Update	8,479,689	6,796,076	1,683,613	0	0	1,934,000	1,934,000	0	0	0	1,934,000	8,479,689	1,934,000	10,413,689
62161	Old Country Road Signal Heads Phase I	4,035,000	187,758	3,847,242	3,775,000	0	340,000	4,115,000	0	0	0	4,115,000	4,914,000	3,236,000	8,150,000
62162	Old Country Road Signal Heads Phase II	5,172,000	295,478	4,876,522	0	0	0	0	2,700,000	0	0	2,700,000	7,872,000	0	7,872,000
62175	Variable Message Signs Phase I	5,242,500	0	5,242,500	0	0	0	0	0	0	0	0	5,242,500	0	5,242,500
62181	Traffic Signal Communications Phase II	4,130,000	212,465	3,917,535	1,250,000	0	2,480,000	3,730,000	0	0	0	3,730,000	7,860,000	0	7,860,000
62190	Traffic Peninsula Boulevard Signal Head Replace	6,580,000	6,376,653	203,347	0	0	0	0	0	0	0	0	6,580,000	0	6,580,000
62191	Merrick Road Signal Head Replacement	1,000,000	80	999,920	500,000	0	0	500,000	0	0	0	500,000	8,250,000	0	8,250,000
62194	Traffic Management Center Upgrades	225,000	0	225,000	0	0	0	0	0	0	0	0	425,000	0	425,000
62201	Traffic Calming Improvements	200,000	34,443	165,557	250,000	0	0	250,000	0	0	0	250,000	200,000	250,000	450,000
62202	Elmont Road Traffic Safety Improvements	275,000	0	275,000	0	0	0	0	0	0	0	0	275,000	0	275,000
62203	Central Avenue, Valley Stream Traffic Safety Improvements	200,000	5,640	194,360	0	0	0	0	0	0	0	0	200,000	0	200,000
62204	Long Beach Road, Island Park Traffic Safety Improvements	200,000	0	200,000	0	0	0	0	0	0	0	0	200,000	0	200,000
62207	**Jerusalem Avenue, Uniondale Safety Improveme**	**0**	**0**	**0**	**250,000**	**0**	**0**	**250,000**	**0**	**0**	**0**	**250,000**	**0**	**250,000**	**250,000**
62208	**Roslyn Road and Old Country Road Traffic Modifications**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**300,000**	**3,000,000**	**0**	**3,300,000**	**0**	**3,300,000**	**3,300,000**
62271	Signal System Operation Phase I	1,025,000	884,452	140,548	0	0	0	0	0	0	0	0	1,025,000	0	1,025,000
62272	Signal System Operation Phase II	1,450,800	1,147,644	303,156	0	0	0	0	0	0	0	0	1,450,800	0	1,450,800
62313	Traffic Sign Replacement - Phase V	4,225,000	2,275,670	1,949,330	0	0	-1,700,000	-1,700,000	0	0	0	-1,700,000	4,225,000	0	4,225,000
62454	Traffic Computerized Signal (Central Ave/Rockav Turnpike)	25,926,946	21,850,576	4,076,370	0	0	0	0	0	0	0	0	26,126,946	0	26,126,946
62455	Traffic Signal Expansion Phase V	6,835,000	442,131	6,392,869	0	0	533,000	533,000	0	0	0	533,000	7,368,000	0	7,368,000
62456	Traffic Signal Expansion Phase VI	3,219,000	249,897	2,969,103	0	0	2,200,000	2,200,000	0	0	0	2,200,000	6,189,000	0	6,189,000
62457	Traffic Signal Expansion Phase IX	450,000	0	450,000	0	0	0	0	150,000	0	0	150,000	450,000	150,000	600,000

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62459	Traffic Signal Expansion Phase III	0	0	0	1,500,000	0	4,200,000	5,700,000	0	0	0	5,700,000	0	5,700,000	5,700,000
62500	Traffic Studies	2,250,000	1,833,938	416,062	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	3,750,000	500,000	4,250,000
62550	Traffic Signal Management System	1,530,000	1,266,733	263,267	400,000	0	0	400,000	0	0	0	400,000	1,530,000	400,000	1,930,000
62562	Incident Management Phase II	2,080,000	1,585,853	494,147	0	0	0	0	0	0	0	0	2,080,000	0	2,080,000
62563	Incident Management Phase III	2,080,000	1,204,446	875,554	0	0	0	0	0	0	0	0	2,080,000	0	2,080,000
62564	Incident Management Phase IV	2,094,000	216,453	1,877,547	0	0	0	0	0	0	0	0	2,094,000	0	2,094,000
62900	**Baldwin Complete Streets**	**0**	**0**	**0**	**665,000**	**0**	**135,000**	**800,000**	**0**	**0**	**0**	**800,000**	**0**	**800,000**	**800,000**
Transportation		**41,662,351**	**22,380,328**	**19,282,023**	**3,350,000**	**0**	**800,000**	**4,150,000**	**2,700,000**	**4,500,000**	**4,000,000**	**15,350,000**	**66,625,538**	**7,800,000**	**74,425,538**
91051	MTALIB 2006 FTA Grant Sect 5307 NY90-XX	2,030,000	1,495,691	534,309	0	0	0	0	0	0	0	0	2,030,000	0	2,030,000
91056	MTALIB 2008 FTA Grant Sect 5307 NY90-XX	2,125,500	1,371,234	754,266	0	0	0	0	0	0	0	0	2,125,500	0	2,125,500
91058	MTALIB 2009 FTA Grant Sect 5307 NY90-XX	2,027,500	1,894,950	132,550	0	0	0	0	0	0	0	0	2,027,500	0	2,027,500
91060	MTALIB 2010 FTA Grant Sect 5307 NY90-XX	2,120,000	818,441	1,301,559	0	0	0	0	0	0	0	0	2,120,000	0	2,120,000
91080	NICE - Alternative Fuel Buses	3,479,442	646,945	2,832,497	0	0	0	0	0	0	0	0	3,479,442	0	3,479,442
91081	NICE - Grant Match	1,000,000	1,000,000	0	0	0	0	0	0	0	0	0	1,000,000	0	1,000,000
91082	NICE - Grant Match	655,313	0	655,313	100,000	0	0	100,000	0	0	0	100,000	1,002,000	0	1,002,000
91083	NICE - Grant Match	5,000,000	202,419	4,797,581	0	0	0	0	0	0	0	0	5,000,000	0	5,000,000
91084	NICE - Grant Match	650,000	0	650,000	1,500,000	0	0	1,500,000	0	0	0	1,500,000	5,806,500	0	5,806,500
91086	NICE - Grant Match	0	0	0	0	0	0	0	2,700,000	0	0	2,700,000	6,930,000	0	6,930,000
91087	NICE - Grant Match	0	0	0	1,750,000	0	0	1,750,000	0	0	0	1,750,000	4,980,000	0	4,980,000
91088	NICE - Matching Grant	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000	7,000,000	0	7,000,000
91091	Nassau Hub Study	10,074,596	8,736,420	1,338,176	0	0	0	0	0	0	0	0	10,074,596	0	10,074,596
91092	County Wide Planning Initiative and Study	2,150,000	1,105,324	1,044,676	0	0	0	0	0	0	0	0	2,450,000	0	2,450,000
91200	Bus Fleet Refurbishment	250,000	0	250,000	0	0	0	0	0	0	0	0	500,000	0	500,000

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		Cumulative Budget (Pre 2015 Budget)	Expenditures Through 2014	Carry Forward*	2015 County Debt	2015 County Self-Funding	2015 Non-County	2015 TOTAL	2016	2017	2018	FY 2015 - FY 2018	Previously Authorized	New Auth Required	Total Authorization
92029	Hub Reuse EIS	8,100,000	5,108,904	2,991,096	0	0	0	0	0	0	0	0	8,100,000	0	8,100,000
92033	Hub Development Fund	2,000,000	0	2,000,000	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
92034	Baldwin Downtown Corridor Resiliency Study	0	0	0	0	0	800,000	800,000	0	0	0	800,000	0	800,000	800,000
92035	Nassau Hub Transit Initiative - Final Design	0	0	0	0	0	0	0	0	3,000,000	4,000,000	7,000,000	0	7,000,000	7,000,000
Building Consolidation Program		195,160,795	185,164,224	9,996,571	0	0	0	0	0	0	0	0	198,160,795	0	198,160,795
BCP		195,160,795	185,164,224	9,996,571	0	0	0	0	0	0	0	0	198,160,795	0	198,160,795
90230	County Office Campus Construction	119,400,000	111,468,083	7,931,917	0	0	0	0	0	0	0	0	121,400,000	0	121,400,000
90230P	Police and Fire Communications Center	75,760,795	73,696,141	2,064,654	0	0	0	0	0	0	0	0	76,760,795	0	76,760,795
Sewer and Storm Water Resource District		1,330,323,019	486,515,504	843,807,515	83,420,809	0	163,015,575	246,436,384	105,000,000	88,300,000	13,750,000	453,486,384	1,892,968,019	101,736,384	1,994,704,403
Collection		152,711,337	69,303,319	83,408,018	30,250,000	0	20,500,000	50,750,000	29,500,000	21,500,000	250,000	102,000,000	222,611,337	32,500,000	255,111,337
30051	SD2 Interceptor Corrosion Survey & Rehabilitatio	6,510,000	4,920,850	1,589,150	0	0	0	0	0	0	0	0	6,760,000	0	6,760,000
33991	Health Dept Birches Sewage Collection System	14,959,931	12,167,393	2,792,538	0	0	0	0	0	0	0	0	14,959,931	0	14,959,931
33992	Hempstead Harbor Sewer Study	2,000,000	0	2,000,000	0	0	0	0	10,000,000	5,000,000	0	15,000,000	17,000,000	0	17,000,000
33993	Seacliff Sewers	0	0	0	4,000,000	0	0	4,000,000	0	0	0	4,000,000	0	4,000,000	4,000,000
35101	Lateral Sewer Repair	5,850,000	2,756,313	1,093,687	0	0	0	0	0	0	0	0	4,000,000	0	4,000,000
35107	East Hills Pump Station Improvements	3,250,000	2,434,091	815,909	0	0	0	0	0	0	0	0	3,250,000	0	3,250,000
35109	Force Mains/Pump Stations Long Beach	4,241,406	0	4,241,406	500,000	0	0	500,000	0	0	0	500,000	4,241,406	500,000	4,741,406
35110	Force Mains/Pump Stations Cedarhurst/Lawrenc	28,200,000	26,496,302	1,703,698	4,000,000	0	0	4,000,000	0	0	0	4,000,000	28,200,000	4,000,000	32,200,000
3P309	Ray Street Pump Station Improvement	7,750,000	6,600,042	1,149,958	0	0	0	0	0	0	0	0	7,750,000	0	7,750,000
3P311	Pump Station Rehabilitation	76,000,000	11,476,089	64,523,911	0	0	20,500,000	20,500,000	0	0	0	20,500,000	76,000,000	20,500,000	96,500,000

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**New Projects that are proposed to be part of the 2015 Capital Budget and 2015 - 2018 CIP are bolded.

		Proposed												
		FY 2014 Carry Forward			FY 2015 New Budget				Capital Plan				Capital Authorization		
		Cumulative Budget (Pre 2015 Budget)	Expenditures Through 2014	Carry Forward*	2015 County Debt	2015 County Self-Funding	2015 Non-County	2015 TOTAL	2016	2017	2018	FY 2015 - FY 2018	Previously Authorized	New Auth Required	Total Authorization
3P312	Pump Station Upgrades	1,000,000	0	1,000,000	21,250,000	0	0	21,250,000	19,000,000	16,000,000	0	56,250,000	54,000,000	3,250,000	57,250,000
98041	SSW Motorized Equipment Replacement	4,700,000	2,452,239	2,247,761	250,000	0	0	250,000	250,000	250,000	250,000	1,000,000	5,450,000	250,000	5,700,000
98042	SSW Motorized Equipment Refurbishment	250,000	0	250,000	250,000	0	0	250,000	250,000	250,000	0	750,000	1,000,000	0	1,000,000
Disposal		**1,109,923,565**	**379,733,428**	**730,190,137**	**47,800,000**	**0**	**132,000,000**	**179,800,000**	**63,050,000**	**59,550,000**	**11,250,000**	**313,650,000**	**1,576,283,565**	**56,350,000**	**1,632,633,565**
35100	Bay Park & Cedar Creek Digester Rehabilitation	40,000,000	17,050,736	22,949,264	0	0	0	0	0	0	0	0	40,000,000	0	40,000,000
35102	SSW Buildings Roof Repair	3,500,000	1,087,850	2,412,150	0	0	0	0	500,000	0	0	500,000	4,500,000	0	4,500,000
35108	SSW Building Improvements	4,300,000	2,648,980	1,651,020	250,000	0	0	250,000	250,000	250,000	250,000	1,000,000	5,050,000	250,000	5,300,000
35114	Wastewater Facilities Improvements	43,155,000	37,947,091	5,207,909	13,000,000	0	0	13,000,000	12,000,000	11,800,000	10,000,000	46,800,000	58,155,000	31,800,000	89,955,000
35115	Wastewater Facilities Master Plan Design Improvements	750,000	112,283	637,717	0	0	0	0	0	0	0	0	750,000	0	750,000
35116	Wastewater Facilities Odor Control Improvement	29,000,000	29,499,389	-499,389	2,300,000	0	0	2,300,000	0	0	0	2,300,000	30,000,000	1,300,000	31,300,000
35117	Wastewater Facilities Security Improvements	10,500,000	737,824	9,762,176	0	0	0	0	6,250,000	6,250,000	0	12,500,000	10,500,000	12,500,000	23,000,000
35118	Water/Wastewater Facilities Requirements	1,500,000	983,139	516,861	250,000	0	0	250,000	250,000	1,000,000	1,000,000	2,500,000	3,000,000	1,000,000	4,000,000
35121	Wastewater Facilities Storm Restoration	150,745,000	67,223,379	83,521,621	0	0	132,000,000	132,000,000	0	0	0	132,000,000	449,255,000	0	449,255,000
35123	Superstorm Sandy Repair and Mitigation - Bay P STP and Countywide Collection	463,726,221	79,367,119	384,359,102	0	0	0	0	0	0	0	0	463,726,221	0	463,726,221
35124	Sandy Mitigation and Hardening Phase II	150,000,000	0	150,000,000	0	0	0	0	0	0	0	0	150,000,000	0	150,000,000
35130	Countywide Collection and Disposal System Upg	0	0	0	**3,500,000**	**0**	**0**	**3,500,000**	**3,500,000**	**0**	**0**	**7,000,000**	**0**	**7,000,000**	**7,000,000**
3B116	Bay Park Outfall District Structure Pipeline Rehabilitation	52,038,393	304,758	51,733,635	0	0	0	0	0	0	0	0	52,038,393	0	52,038,393
3B117	Bay Park Influent Pumping System Upgrade	11,505,000	11,277,936	227,064	0	0	0	0	0	0	0	0	11,505,000	0	11,505,000
3B119	Bay Park Various Buildings and Equipment Modifications	28,749,719	27,393,920	1,355,799	0	0	0	0	0	0	0	0	28,749,719	0	28,749,719
3B120	Bay Park Preliminary Treatment Modifications	35,060,411	35,100,355	-39,944	8,000,000	0	0	8,000,000	0	0	0	8,000,000	43,060,411	0	43,060,411
3C057	Cedar Creek Sludge Dewatering Facility Improve	41,167,298	40,646,742	520,556	0	0	0	0	0	0	0	0	41,167,298	0	41,167,298
3C067	Cedar Creek Equipment Replacement	44,226,523	28,351,927	15,874,596	20,500,000	0	0	20,500,000	10,000,000	5,000,000	0	35,500,000	77,226,523	2,500,000	79,726,523
99999	Undetermined SSW Project Improvements	0	0	0	0	0	0	0	30,300,000	35,250,000	0	65,550,000	107,600,000	0	107,600,000

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Storm Water		67,688,117	37,478,757	30,209,360	5,370,809	0	10,515,575	15,886,384	12,450,000	7,250,000	2,250,000	37,836,384	94,073,117	12,886,384	106,959,501
35103	Various County Parks Pond/Bulkhead Replacem	1,187,500	766,709	420,791	0	0	0	0	0	0	0	0	1,837,500	0	1,837,500
35104	Whitney Drain Rehabilitation	3,300,000	313,925	2,986,075	0	0	0	0	0	0	0	0	3,300,000	0	3,300,000
35106	Rehabilitation of Various Public Works Waterbod	11,758,467	7,830,499	3,927,968	0	0	0	0	0	0	0	0	11,758,467	0	11,758,467
35112	Mosquito Control Plan	1,075,000	250,932	824,068	0	0	0	0	200,000	0	0	200,000	1,275,000	0	1,275,000
60046	Fencing at Drainage Facilities Replacement	600,000	599,999	1	0	0	0	0	0	0	0	0	600,000	0	600,000
80014	Massapequa Creek Stream Flow Improvement	10,251,641	9,738,229	513,412	0	0	0	0	0	0	0	0	10,251,641	0	10,251,641
80016	Stream and Wetlands Restoration	3,715,000	442,205	3,272,795	0	0	0	0	0	0	0	0	4,500,000	0	4,500,000
80019	Storm Water Pump Stations Construction	6,100,000	590,117	5,509,883	0	0	0	0	0	0	0	0	6,100,000	0	6,100,000
80042	Groundwater Studies	1,125,000	0	1,125,000	0	0	0	0		0	0		1,125,000	0	1,125,000
82001	Drainage Stream Corridors Reconstruction	7,798,734	5,323,295	2,475,439	0	0	0	0	1,000,000	1,000,000	1,000,000	3,000,000	9,798,734	1,000,000	10,798,734
82008	Rehabilitation of Storm Water Basins	11,465,326	6,241,782	5,223,544	0	0	0	0	1,000,000	1,000,000	1,000,000	3,000,000	13,465,326	1,000,000	14,465,326
82009	Drainage Facilities Sidewalk Rehabilitation	1,600,000	656,844	943,156	0	0	0	0	0	0	0	0	1,600,000	0	1,600,000
82010	Implementation of Storm Water Management Pro	5,711,449	4,724,221	987,228	250,000	0	0	250,000	250,000	250,000	250,000	1,000,000	6,461,449	250,000	6,711,449
82014	Horse Brook Drainage Improvements	2,000,000	0	2,000,000	5,000,000	0	0	5,000,000	10,000,000	5,000,000	0	20,000,000	22,000,000	0	22,000,000
82015	Five Towns Drainage Improvements	0	0	0	120,809	0	1,085,575	1,206,384	0	0	0	1,206,384	0	1,206,384	1,206,384
82016	Barnum Island/Harbor Isle Drainage Improvemen	0	0	0	0	0	5,900,000	5,900,000	0	0	0	5,900,000	0	5,900,000	5,900,000
82017	Bay Park/ East Rockaway Drainage Improvement	0	0	0	0	0	3,380,000	3,380,000	0	0	0	3,380,000	0	3,380,000	3,380,000
82018	Lawson Avenue, East Rockaway Backflow Preve	0	0	0	0	0	150,000	150,000	0	0	0	150,000	0	150,000	150,000
Environmental Bond Act		153,671,500	144,398,188	9,273,312	0	0	0	0	0	0	0	0	153,671,500	0	153,671,500
Environmental Bond Act		153,671,500	144,398,188	9,273,312	0	0	0	0	0	0	0	0	153,671,500	0	153,671,500
9E100	Environmental Bond Act - 2004	51,525,000	47,957,221	3,567,779	0	0	0	0	0	0	0	0	51,525,000	0	51,525,000

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9E200	Environmental Bond Act - 2006	102,146,500	96,440,967	5,705,533	0	0	0	0	0	0	0	0	102,146,500	0	102,146,500

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APPENDIX B

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Main	Project Number	Project	SEQRA	6 NYCRR
General Capital	41855	Parks Equipment Replacement	TYPE II	617.5(c)(2)
General Capital	50210	Live Scan Replacement	TYPE II	617.5(c)(25)
General Capital	50570	Police Department Computer Aided Dispatch System	TYPE II	617.5(c)(25)
General Capital	50617	Police Department and other Agencies Bullet Proof Vests	TYPE II	617.5(c)25
General Capital	52028	Hazmat Vehicle Purchase	TYPE II	617.5(c)(25)
General Capital	62500	Traffic Studies	TYPE II	617.5(c)(18)
General Capital	66017	Countywide Fencing Improvements	TYPE II	617.5(c)(1)
General Capital	90406	Various County Facilities - Design	TYPE II	617.5(c)(21)
General Capital	91080	NICE - Alternative Fuel Buses	TYPE II	617.5(c)(2)
General Capital	91082	NICE - Grant Match	TYPE II	617.5(c)25
General Capital	91087	NICE - Grant Match	TYPE II	617.5(c)25
General Capital	91091	Nassau Hub Study	TYPE II	617.5(c)(2)
General Capital	91200	Bus Fleet Refurbishment	TYPE II	617.5(c)(2)
General Capital	92029	Hub Reuse EIS	TYPE II	617.5(c)(2)
General Capital	62900	Baldwin Complete Streets	TYPE II	617.5(c)(18)
General Capital	97104	Disaster Recovery Plan	TYPE II	617.5(c)(18)(25)
General Capital	97113	Departmental Technology Equipment Replacement	TYPE II	617.5(c)(25)
General Capital	97117	CAMDR	TYPE II	617.5(c)(25)
General Capital	97119	Network Infrastructure	TYPE II	617.5(c)(18),(25)
General Capital	97123	Jail Management System	TYPE II	617.5(c) 18, 25
General Capital	97135	VOIP Implementation	TYPE II	617.5(c)(18),(25)
General Capital	97136	HHS Technology Development and Efficiency Program	TYPE II	617.5(c)(25)
General Capital	97532	Systematic Review County Assessment System	TYPE II	617.5(c)21
General Capital	98064	Road Maintenance Equipment Refurbishment	TYPE II	617.5(c)(2)
General Capital	98105	Fleet Lifecycle Replacement	TYPE II	617.5(c)(25)
Sewer and Storm	80016	Stream and Wetlands Restoration	TYPE II	617.5(c)(18)
Sewer and Storm	98042	SSW Motorized Equipment Refurbishment	TYPE II	617.5(c)(25)
General Capital	41802	Various County Parks Pond Dredging and Desilting	TYPE II	617.5(c)(2)
General Capital	50619	Police Department Ambulance Replacement	TYPE II	617.5(c)25
General Capital	50687	Village Police 911 Upgrade	TYPE II	617.5(c)(25)
General Capital	52031	Fire Comm Radio Project	TYPE II	617.5(c)(25)
General Capital	61570	Remove and Replace Curbs and Sidewalks	TYPE II	617.5(c)(18)
General Capital	62153	Pavement Markings	TYPE II	617.5(c)(16)
General Capital	62175	Variable Message Signs Phase 1	TYPE II	617.5(c)(7),(16)
General Capital	62313	Traffic Sign Replacement - Phase V	TYPE II	617.5(c)(2)(16)
General Capital	63031	Bridge Painting Program	TYPE II	617.5(c)(2)
General Capital	66050	Requirements Contract Curbs and Sidewalks	TYPE II	617.5(c)(2)

Main	Project Number	Project	SEQRA	6 NYCRR
General Capital	66051	Pedestrian Accessibility	TYPE II	617.5(c)(2)
General Capital	66306	Various County Parking Lot Refurbishment	TYPE II	617.5(c)(2)
General Capital	70060	NCC Energy Initiative	TYPE II	617.5(c)(2)
General Capital	70086	NCC West/South Campus Parking Lot Rehab	TYPE II	617.5(c)(2)
General Capital	70092	NCC Road and Parking Paving	TYPE II	617.5(c)(4)
General Capital	81060	County Storage Tank Replacement Program	TYPE II	617.5(c)(2)
General Capital	90023	Various County Buildings Backflow Prevention	TYPE II	617.5(c)1,2
General Capital	90401	Various County Facilities - Electrical Construction	TYPE II	617.5(c) 1,2
General Capital	90402	Various County Facilities - HVAC Construction	TYPE II	617.5(c)1,2
General Capital	90403	Various County Facilities - Plumbing Construction	TYPE II	617.5(c)1,2
General Capital	90404	Various County Facilities – Fire Alarm/Protection and Security Systems	TYPE II	617.5(c)1,2
General Capital	90625	Various Asbestos & Lead Abatement	TYPE II	617.5(c)(2),(33)
General Capital	90639	Data Center Fire Suppression System	TYPE II	617.5 (c) (2)
General Capital	90622	Hempstead Garage Improvements	TYPE II	617.5(c)1,2
General Capital	41482	Mitchel Field - Rifle Range Improvements	TYPE II	617.5(c)(2)(25)
General Capital	41814	Various County Parks Fencing Repair	TYPE II	617.5(c)(2)
General Capital	41820	Various County Parks Playground & Picnic Area Rehabilitation	TYPE II	617.5(c)(2)
General Capital	41858	County Pools Improvements and Code Compliance	TYPE II	11.00.a.61
General Capital	41861	Various County Park Buildings - Infrastructure Improvements	TYPE II	617.5(c)(2)
General Capital	41869	Various Park Improvements	TYPE II	617.5(c)(2)
General Capital	41876	Centennial Park Improvements	TYPE II	617.5 (c) (2)
General Capital	61091	Grand Avenue, Baldwin	TYPE II	617.5(c)(18)
General Capital	61101	Uniondale Avenue/Front Street Improvements	TYPE II	617.5(c)(2)
General Capital	61103	Austin Blvd Road Improvement, Island Park	TYPE II	617.5(c)(18)
General Capital	61587	Road Resurfacing	TYPE II	617.5(c)(4)
General Capital	62207	Jerusalem Avenue, Uniondale Safety Improvements	TYPE II	617.5 (C) (16)
General Capital	62208	Roslyn Road and Old Country Road Traffic Modifications	TYPE II	617.5 (c) (18) (21)
General Capital	66302	Requirements Contract Roads/Drainage/Bridge/Joints	TYPE II	617.5(c)(2)
General Capital	72490	Fire Service Academy, Various Improvements	TYPE II	617.5(c)2
General Capital	91077	Pedestrian and Bicycle Pathway	TYPE II	617.5(c)(2)(18)
General Capital	91079	Motor Parkway Multi-Use Trail	TYPE II	617.5 (C) (18) (21)
General Capital	97008	DPW Management Information System	TYPE II	617.5(c)(25)
General Capital	97103	eGovernment	TYPE II	617.5(c)(18),(25)
General Capital	98060	Road Maintenance Equipment Replacement	TYPE II	617.5(c)25
General Capital	98092	Snow Removal Truck Replacement	TYPE II	617.5(c)(2)
General Capital	98180	Mosquito Control Equipment	TYPE II	617.5(c)(25)

Main	Project Number	Project	SEQRA	6 NYCRR
General Capital	6179A	West Shore Road, Mill Neck	TYPE II	617.5(c)(2)(4)(33)
Sewer and Storm	98041	SSW Motorized Equipment Replacement	TYPE II	617.5(c)25
General Capital	62017	Traffic Signal Construction & Modification	TYPE II	617.5(c)(1),(16)
General Capital	62161	Old Country Road Signal Heads Phase I	TYPE II	617.5(c)(2)(16)
General Capital	62455	Traffic Signal Expansion Phase V	TYPE II	617.5(c)(16)
General Capital	62457	Traffic Signal Expansion Phase IX	TYPE II	617.5(c)(16)
General Capital	62459	Traffic Signal Expansion Phase III	TYPE II	617.5(c)(16)
General Capital	62550	Traffic Signal Management System	TYPE II	617.5(c)(18)(25)
General Capital	70106	NCC Academic Department Renovations	TYPE II	617.5 (c) (2)
General Capital	70108	NCC ADA Compliance	TYPE II	617.5 (c) (2)
General Capital	41826	Various Parks Preserve Buildings Rehabilitation	TYPE II	617.5(c)(2)
General Capital	50688	Fire Police EMS Academy	TYPE II	617.5 (c)(2)(25)
General Capital	51037	Jail Six Year Master Plan	TYPE II	617.5(c)(2)
General Capital	70089	NCC Space Consolidation	TYPE II	617.5(c)(18)
General Capital	70093	NCC Window Replacement	TYPE II	617.5 (c) 2
General Capital	90400	Various County Facilities - General Construction	TYPE II	617.5(c)1,2
General Capital	90618	Various County Buildings Roof Renovation	TYPE II	617.5(c)2
General Capital	90634	Nassau Coliseum Emergency Repairs	TYPE II	617.5(c)(2)(25)
General Capital	90636	Warehouse and Staging Area	TYPE II	617.5(c)(1)(2)
General Capital	90638	Nassau County Housing Improvements	TYPE II	617.5 (c) (2)
General Capital	90981	Americans/Disabilities Act - Phase II (Construction)	TYPE II	617.5 (c) 2
Building	90230P	Police and Fire Communications Center	UNLISTED	617.7
General Capital	92036	Disparity Study	TYPE II	617.5(c)(18)
General Capital	9B480	Land Acquisition	TYPE II	617.5(c)20

5216

Nassau County

Department of Public Works

Staff Summary

Subject 2016 Capital Budget Ordinance
Department Public Works
Department Head Name Shila Shah-Gavnoudias
Department Head Signature
Project Manager Name Chris Yansick

Date: January 25, 2016
Vendor Name N/A
Contract Number N/A
Contract Manager Name N/A

Proposed Legislative Action					
	To	Date	Approva l	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
1/25/16	Dept. Head	1/29/16	Counsel to C.E.
	Budget		County Atty.
1/25/16	Deputy C.E.		County Exec.

Purpose:

This 2016 Capital Budget Ordinance and 2016-2019 Capital Plan resolution is being submitted pursuant to the provisions of Section 310 of the County Government law of Nassau County

Discussion:

This submission highlights the projects that are contained in the 2016 Capital Budget and 2016-2019 Capital Improvement Plan. The proposed 2016 Capital Budget has a general fund county debt total of $115,344,482. Including non-county funding there is an additional $13,508,337 which brings the total 2016 general fund budget to $128,852,819. There are no new general capital fund projects in the 2016 Capital Budget.

The proposed 2016 Capital Budget for the Sewer and Storm Water District has a total budget of $74,700,000, all of which will be funded via bond proceeds. There are no new sewer and storm water fund projects in the 2016 Capital Budget.

Bond Ordinance:

Not applicable

Impact on Funding:

The 2016 Capital Budget is as follows:

General fund debt total is $115,344,482,
General fund non county total is $13,508,337.
Sewer and Storm Water District debt is $74,700,000.

Recommendation:

Approve as submitted.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 29 P 1:45

Revised 2/20/02

County of Nassau
Inter-Departmental Memo

To: **Clerk of the County Legislature**

From: **County Attorney**

Date: **January 28, 2016**

Subject: **ORDINANCE - ORIG. DEPT. – Public Works**

AN ORDINANCE to adopt the capital budget for the County of Nassau for the first year of the four-year capital plan, to commence on January 1, 2016, pursuant to the provisions of section 310 of the County Government law of Nassau County.

The above-described document attached hereto is forwarded for your review and approval and subsequent transmittal to the County Legislature for inclusion upon its calendar.

CARNELL T. FOSKEY
County Attorney

By: Samantha A. Goetz
Deputy County Attorney
Appeals

Attachments

ORDINANCE NO. -2016

AN ORDINANCE TO ADOPT THE CAPITAL BUDGET FOR THE COUNTY OF NASSAU FOR THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, TO COMMENCE ON JANUARY 1, 2016, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY.

APPROVED AS TO FORM
Deputy County Attorney

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 29 P 1:45

WHEREAS, section 310 of the County Government Law of Nassau County requires the County Executive to submit to the Nassau County Legislature ("County Legislature") a proposed four-year Capital Plan ("Capital Plan"), the first year of which shall be referred to as the Proposed Capital Budget ("Proposed Capital Budget"); and

WHEREAS, on the_____ day of _____, 2016, the County Executive filed with the Clerk of the County Legislature three (3) copies of such Capital Plan and Proposed Capital Budget, together with his capital budget message ("Capital Budget Message") including a summary and explaining the main features of the Proposed Capital Budget; and

WHEREAS, such Capital Plan includes, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, details, descriptions and projections of proposed capital programs, projects and activities, as well as descriptions and

projections regarding all of the proposed funding sources for each capital program, project or activity contained in the Capital Plan; and

WHEREAS, such Capital Plan also includes, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, a report on the outstanding indebtedness of the County and of the Nassau County Interim Finance Authority, a report on previously approved capital programs, projects and activities which have not been completed, a report on authorized but unissued serial bonds, and projections of the County's outstanding indebtedness assuming completion of pending capital programs, projects and activities and assuming authorization and financing of all proposed capital programs, projects and activities included in such Capital Plan; and

WHEREAS, the County Executive has, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, submitted along with such Capital Plan a Proposed Capital Budget, including a listing of the capital programs, projects and activities, other than judgments and settlements, which are proposed to be authorized in the first year of the four year capital plan and the cost estimates associated therewith; and

WHEREAS, the County Legislature has, pursuant to subdivision b of section 310 of the County Government Law of Nassau County, made such Capital Plan and Capital Budget Message relating to the Proposed Capital Budget available for public inspection and purchase; and

WHEREAS, the County Legislature has, pursuant to subdivision b of section 310 of the County Government Law of Nassau County, published at least twice, at intervals of one week in the official newspapers, a copy of such Capital Budget Message and duly held a public hearing on such Proposed Capital Budget; and

WHEREAS, the County Legislature has given due consideration and deliberation to each and all of the items which are set forth in such Proposed Capital Budget and to the statements of all persons who were heard at such hearing; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau as follows:

Section 1. In accordance with the Proposed Capital Budget filed by the County Executive with the Clerk of the County Legislature the capital programs, projects and activities, other than judgments and settlements, which are proposed to be authorized in

the first year of the four year capital plan and the cost estimates associated therewith, as identified in Appendix A attached hereto and incorporated herein, are hereby approved and adopted by the County Legislature as the Capital Budget of the County of Nassau for the fiscal year beginning January 1, 2016, and ending December 31, 2016.

§2. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix B attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix B attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

§ 3. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 4. This ordinance shall take effect immediately.

APPENDIX A

		FY 2015 Carry Forward			Proposed: FY 2015 New Budget				Proposed: Capital Plan				Capital Authorization		
		Cumulative Budget (Pre 2016 Budget)	Expenditures Through 2015	Carry Forward*	2016 County Debt	2016 County Self-Funding	2016 Non-County	2016 TOTAL	2017	2018	2019	FY 2016 - FY 2019	Previously Authorized	New Auth Required	Total Authorization
General Capital		2,110,573,155	1,469,379,942	641,193,213	115,344,482	0	13,508,337	128,852,819	105,569,272	73,487,478	65,325,000	373,234,569	2,608,394,813	107,942,926	2,716,337,739
Buildings		306,776,502	199,480,559	107,295,943	11,704,482	0	0	11,704,482	13,269,272	14,037,478	7,850,000	46,861,232	382,405,276	7,600,000	390,005,276
90023	Various County Buildings Backflow Prevention	5,365,781	3,420,273	1,945,508	0	0	0	0	0	0	0	0	5,365,782	0	5,365,782
90025	Rehabilitation of Aquatic Center Building	49,000,000	19,236,425	29,763,575	0	0	0	0	0	0	0	0	54,000,000	0	54,000,000
90026	Exterior Renovation of 240 Old Country	1,250,000	421	1,249,579	0	0	0	0	0	0	0	0	4,750,000	0	4,750,000
90027	240 Old Country Road HVAC Improvements	4,850,000	588,881	4,261,119	0	0	0	0	0	0	0	0	6,350,000	0	6,350,000
90031	Records Center Renovation	0	0	0	1,354,482	0	0	1,354,482	5,169,272	5,937,478	0	12,461,232	12,461,232	0	12,461,232
90033	BOE Building Upgrades	2,100,000	51,818	2,048,182	0	0	0	0	0	0	0	0	2,100,000	0	2,100,000
90375	Emergency Work at DPW Garages	2,845,000	1,446,186	1,398,814	0	0	0	0	0	0	0	0	2,845,000	0	2,845,000
90400	Various County Facilities - General Construction	17,450,000	11,664,580	5,785,420	1,000,000	0	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	20,450,000	1,000,000	21,450,000
90401	Various County Facilities - Electrical Construction	8,400,000	7,445,960	954,040	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	9,900,000	500,000	10,400,000
90402	Various County Facilities - HVAC Construction	10,050,000	7,135,440	2,914,560	750,000	0	0	750,000	750,000	750,000	750,000	3,000,000	12,300,000	750,000	13,050,000
90403	Various County Facilities - Plumbing Construction	4,750,000	3,069,162	1,680,838	250,000	0	0	250,000	250,000	250,000	250,000	1,000,000	5,500,000	250,000	5,750,000
90404	Various County Facilities – Fire Alarm/Protection Security Systems	3,000,000	1,910,747	1,089,253	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	4,500,000	500,000	5,000,000
90405	Various County Facilities - Demolition	3,000,000	1,289	2,998,711	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	4,500,000	500,000	5,000,000
90406	Various County Facilities - Design	500,000	279,883	220,117	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	2,000,000	500,000	2,500,000
90611	Various County Court Facilities Renovation	16,038,239	4,177,752	11,860,487	0	0	0	0	0	0	0	0	16,038,239	0	16,038,239
90612	Generator Upgrade - Various Buildings	3,800,000	2,554,299	1,245,701	0	0	0	0	0	0	0	0	3,800,000	0	3,800,000
90617	Various County Buildings Electric Service & Engineering Upgrade	8,275,023	5,770,390	504,633	0	0	0	0	0	0	0	0	8,275,023	0	8,275,023
90618	Various County Buildings Roof Renovation	18,400,000	16,283,267	2,116,733	2,000,000	0	0	2,000,000	2,000,000	2,000,000	2,000,000	8,000,000	24,400,000	2,000,000	26,400,000
90622	Hempstead Garage Improvements	21,000,000	19,912,185	1,087,815	750,000	0	0	750,000	0	0	0	750,000	23,950,000	0	23,950,000
90625	Various Asbestos & Lead Abatement	5,870,000	5,137,228	732,772	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	7,370,000	500,000	7,870,000
90629	Various County Fuel Station Upgrades	3,000,000	0	3,000,000	0	0	0	0	250,000	250,000	0	500,000	3,500,000	0	3,500,000

***ITD Expenditures includes encumbrances. When the Carry Forward for a project is negative, this indicates that there is no carried over budget authority and the encumbrance includes authorized funds that, would require additional budgeting in future years.**

****New Projects that are proposed to be part of the 2016 Capital Budget and 2016 - 2019 CIP are bolded.**

		Proposed												
		FY 2015 Carry Forward			FY 2015 New Budget				Capital Plan				Capital Authorization		
		Cumulative Budget (Pre 2016 Budget)	Expenditures Through 2015	Carry Forward*	2016 County Debt	2016 County Self-Funding	2016 Non-County	2016 TOTAL	2017	2018	2019	FY 2016 - FY 2019	Previously Authorized	New Auth Required	Total Authorization
90632	Family & Matrimonial Court	94,000,000	71,541,879	22,458,121	0	0	0	0	0	0	0	0	112,000,000	0	112,000,000
90634	Nassau Coliseum Emergency Repairs	5,650,000	4,201,368	1,448,632	0	0	0	0	0	0	0	0	6,800,000	0	6,800,000
90636	Warehouse and Staging Area	6,250,000	4,229,655	2,020,345	0	0	0	0	0	0	0	0	6,250,000	0	6,250,000
90637	Nassau County Department of Public Works Mat Testing Laboratory	1,200,000	148,128	1,051,872	1,300,000	0	0	1,300,000	0	0	0	1,300,000	4,300,000	0	4,300,000
90638	Nassau County Housing Improvements	0	0	0	1,800,000	0	0	1,800,000	1,100,000	1,100,000	1,100,000	5,100,000	4,000,000	1,100,000	5,100,000
90639	Data Center Fire Suppression System	850,000	0	850,000	0	0	0	0	0	0	0	0	850,000	0	850,000
90981	Americans/Disabilities Act - Phase II (Constructio	11,882,459	9,273,343	2,609,116	0	0	0	0	250,000	250,000	250,000	750,000	13,850,000	0	13,850,000
Equipment		82,003,884	47,794,043	34,209,841	6,600,000	0	1,335,119	7,935,119	7,350,000	7,100,000	7,125,000	29,510,119	105,236,884	8,210,119	113,447,003
11511	Health Department Equipment Replacement	1,408,924	1,259,411	149,513	0	0	0	0	250,000	0	0	250,000	1,658,924	0	1,658,924
98060	Road Maintenance Equipment Replacement	19,300,000	15,844,660	3,455,340	1,600,000	0	0	1,600,000	1,600,000	1,600,000	1,600,000	6,400,000	24,100,000	1,600,000	25,700,000
98062	Automation of Fuel Sites and Vehicles	1,250,000	1,156,612	93,388	0	0	0	0	0	0	0	0	1,250,000	0	1,250,000
98063	DPW Fleet Service Equipment	250,000	225,643	24,357	0	0	0	0	0	0	250,000	250,000	250,000	250,000	500,000
98064	Road Maintenance Equipment Refurbishment	250,000	0	250,000	0	0	0	0	0	0	0	0	500,000	0	500,000
98092	Snow Removal Truck Replacement	13,150,000	10,676,461	2,473,539	1,000,000	0	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	16,150,000	1,000,000	17,150,000
98105	Fleet Management Life Cycle Vehicle Replacem	19,060,237	11,210,443	7,849,794	3,750,000	0	1,335,119	5,085,119	3,750,000	3,750,000	3,750,000	16,335,119	30,310,237	5,085,119	35,395,356
98180	Mosquito Control Equipment	3,001,098	2,361,382	639,716	250,000	0	0	250,000	250,000	250,000	250,000	1,000,000	3,751,098	250,000	4,001,098
98340	Printing Equipment Replacement Project	2,010,000	994,198	1,015,802	0	0	0	0	250,000	250,000	25,000	525,000	2,510,000	25,000	2,535,000
98341	Office Equipment Replacement Program	2,850,000	2,747,417	102,583	0	0	0	0	250,000	250,000	250,000	750,000	4,500,000	0	4,500,000
98342	Field Data Inspection Modernization	450,000	0	450,000	0	0	0	0	0	0	0	0	650,000	0	650,000
98343	BOE Voting Machine Upgrade	18,773,625	1,152,631	17,620,994	0	0	0	0	0	0	0	0	19,356,625	0	19,356,625
98344	Public Works Lab Equipment	250,000	165,185	84,815	0	0	0	0	0	0	0	0	250,000	0	250,000
Infrastructure		414,737,759	280,610,851	134,126,908	16,650,000	0	7,063,218	23,713,218	19,150,000	8,250,000	8,250,000	59,363,218	528,974,680	24,513,218	553,487,898

*ITD Expenditures includes encumbrances. When the Carry Forward for a project is negative, this indicates that there is no carried over budget authority and the encumbrance includes authorized funds that, would require additional budgeting in future years.
**New Projects that are proposed to be part of the 2016 Capital Budget and 2016 - 2019 CIP are bolded.

		Proposed												
		FY 2015 Carry Forward			FY 2015 New Budget				Capital Plan				Capital Authorization		
		Cumulative Budget (Pre 2016 Budget)	Expenditures Through 2015	Carry Forward*	2016 County Debt	2016 County Self-Funding	2016 Non-County	2016 TOTAL	2017	2018	2019	FY 2016 - FY 2019	Previously Authorized	New Auth Required	Total Authorization
63029	Bridge Rehabilitation Program	20,850,000	6,016,956	14,833,044	0	0	0	0	0	0	0	0	22,350,000	8,500,000	30,850,000
63031	Bridge Painting Program	12,571,795	3,338,106	9,233,689	0	0	0	0	0	0	0	0	18,971,795	0	18,971,795
63400	Civil Site Studies	4,000,000	1,173,099	2,826,901	500,000	0	0	**500,000**	500,000	500,000	500,000	2,000,000	5,500,000	500,000	6,000,000
66016	Countywide Tree Management Program	4,100,000	3,238,463	861,537	300,000	0	0	**300,000**	300,000	300,000	300,000	1,200,000	5,000,000	300,000	5,300,000
66017	Countywide Fencing Improvements	1,300,000	115,592	1,184,408	500,000	0	0	**500,000**	500,000	500,000	500,000	2,000,000	5,800,000	0	5,800,000
66050	Requirements Contract Curbs and Sidewalks	5,369,436	2,616,891	2,752,545	100,000	0	0	**100,000**	100,000	100,000	100,000	400,000	5,669,436	100,000	5,769,436
66051	Pedestrian Accessibility	0	0	0	0	0	0	**0**							
66302	Requirements Contract Roads/Drainage/Bridge/J	21,750,000	16,226,404	5,523,596	0	0	163,218	**163,218**	500,000	500,000	500,000	1,663,218	22,750,000	663,218	23,413,218
66305	Long Beach Parking Mall Improvements	1,750,000	1,732,511	17,489	0	0	0	**0**	0	0	0	0	1,750,000	0	1,750,000
66313	Various County Parking Lot Refurbishment	1,000,000	928,766	71,234	500,000	0	0	**500,000**	500,000	500,000	500,000	2,000,000	3,000,000	0	3,000,000
70040	NCC Life Science Building	40,000,000	39,781,782	218,218	0	0	0	**0**	0	0	0	0	40,000,000	0	40,000,000
70042	NCC Master Plan Construction	62,830,430	64,227,739	1,597,309	0	0	0	**0**	0	0	0	0	80,900,351	0	80,900,351
70050	NCC Master Plan Phase II Construction	5,973,500	5,009,804	963,696	0	0	0	**0**	0	0	0	0	11,310,500	0	11,310,500
70060	NCC Energy Initiative	12,000,000	6,322,059	5,677,941	0	0	0	**0**	0	0	0	0	12,310,000	0	12,310,000
70065	NCC Refurbishment of Plaza	9,400,000	9,398,752	1,248	0	0	0	**0**	0	0	0	0	9,400,000	0	9,400,000
70071	NCC Tennis Courts	0	0	0	0	0	0	**0**	0	0	0	0	400,000	0	400,000
70073	NCC Fire Alarm Upgrade	6,885,000	2,717,025	4,167,975	0	0	0	**0**	0	0	0	0	6,885,000	0	6,885,000
70074	NCC Rehabilitation Water Damaged Buildings Pl	5,308,000	3,856,050	1,451,950	0	0	0	**0**	0	0	0	0	5,328,000	0	5,328,000
70080	NCC Security System Expansion	1,500,000	1,030,247	469,753	0	0	0	**0**	0	0	0	0	1,500,000	0	1,500,000
70084	NCC Health & Safety	3,870,000	2,986,978	883,022	0	0	0	**0**	0	0	0	0	3,870,000	0	3,870,000
70086	NCC West/South Campus Parking Lot Rehab	14,550,000	11,593,816	2,956,184	0	0	0	**0**	0	0	0	0	14,550,000	0	14,550,000
70087	NCC Renovation of Building V	650,000	0	650,000	0	0	0	**0**	0	0	0	0	650,000	0	650,000
70088	NCC Renovation of Cluster C	8,950,000	968,548	7,981,452	4,000,000	0	4,000,000	**8,000,000**	0	0	0	8,000,000	16,950,000	0	16,950,000

***ITD Expenditures includes encumbrances. When the Carry Forward for a project is negative, this indicates that there is no carried over budget authority and the encumbrance includes authorized funds that, would require additional budgeting in future years.**

****New Projects that are proposed to be part of the 2016 Capital Budget and 2016 - 2019 CIP are bolded.**

		FY 2015 Carry Forward			Proposed: FY 2015 New Budget				Capital Plan				Capital Authorization		
		Cumulative Budget (Pre 2016 Budget)	Expenditures Through 2015	Carry Forward*	2016 County Debt	2016 County Self-Funding	2016 Non-County	2016 TOTAL	2017	2018	2019	FY 2016 - FY 2019	Previously Authorized	New Auth Required	Total Authorization
70089	NCC Space Consolidation	11,000,000	9,223,387	1,776,613	0	0	0	0	0	0	0	0	11,000,000	0	11,000,000
70091	NCC Public Safety Offices	1,000,000	774,933	225,067	0	0	0	0	0	0	0	0	1,000,000	0	1,000,000
70092	NCC Road and Parking Paving	5,400,000	2,820,171	2,579,829	0	0	0	0	0	0	0	0	5,400,000	0	5,400,000
70093	NCC Window Replacement	7,200,000	1,678,863	5,521,137	0	0	0	0	0	0	0	0	7,200,000	0	7,200,000
70094	NCC Performing Arts Center	2,250,000	186,390	2,063,610	2,000,000	0	2,000,000	4,000,000	10,000,000	0	0	14,000,000	45,100,000	0	45,100,000
70095	NCC Library Renovation (Design)	4,000,000	1,033,579	2,966,421	0	0	0	0	500,000	0	0	500,000	4,500,000	0	4,500,000
70096	NCC Infrastructure and Master Plan	2,500,000	675,621	1,824,379	0	0	0	0	0	0	0	0	2,500,000	0	2,500,000
70097	NCC Elevator Restorations	4,000,000	1,144,122	2,855,878	0	0	0	0	0	0	0	0	4,000,000	0	4,000,000
70098	NCC Information Technology Infrastructure	6,200,000	927,201	5,272,799	900,000	0	900,000	1,800,000	0	0	0	1,800,000	8,000,000	0	8,000,000
70099	NCC Physical Plant Vehicles	600,000	202,875	397,125	0	0	0	0	0	0	0	0	600,000	0	600,000
70100	NCC Foundation House	120,000	2,349	117,651	0	0	0	0	0	0	0	0	120,000	0	120,000
70101	NCC IT Infrastructure and Equipment Upgrades	1,000,000	0	1,000,000	0	0	0	0	0	0	0	0	1,000,000	0	1,000,000
70102	NCC Various Security Upgrades	1,400,000	0	1,400,000	0	0	0	0	0	0	0	0	1,400,000	0	1,400,000
70103	NCC Various Facility Upgrades	760,000	0	760,000	0	0	0	0	0	0	0	0	760,000	0	760,000
70104	NCC Infrastructure Repair	1,500,000	745,643	754,357	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
70105	NCC Various Facility Upgrades Phase II	500,000	0	500,000	0	0	0	0	0	0	0	0	500,000	0	500,000
70106	NCC Academic Department Renovations	1,500,000	0	1,500,000	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
70107	NCC Concrete Repair	1,200,000	0	1,200,000	0	0	0	0	0	0	0	0	1,200,000	0	1,200,000
70108	NCC ADA Compliance	1,200,000	0	1,200,000	0	0	0	0	0	0	0	0	1,200,000	0	1,200,000
70109	NCC - Property Transfer	2,000,000	0	2,000,000	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
70110	NCC Medical Technologies	500,000	0	500,000	0	0	0	0	0	0	0	0	500,000	0	500,000
70111	NCC Building Improvements	5,000,000	2,463,696	2,536,304	0	0	0	0	0	0	0	0	5,000,000	0	5,000,000
81011	Hazardous Waste Response Fund Phase II	23,077,817	17,284,156	5,793,661	0	0	0	0	150,000	0	0	150,000	23,227,817	6,600,000	29,827,817

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81060	County Storage Tank Replacement Program	18,846,840	14,678,650	4,168,190	2,150,000	0	0	2,150,000	150,000	150,000	150,000	2,600,000	19,296,840	2,150,000	21,446,840
91077	Pedestrian and Bicycle Pathway	6,307,500	4,636,055	1,671,445	0	0	0	0	0	0	0	0	6,307,500	0	6,307,500
91078	Westbury/New Castle Shared Multi Use Path Acc Eisenhower Park and Active Transportation	2,000,000	0	2,000,000	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
91079	Motor Parkway Multi-Use Trail	2,275,000	0	2,275,000	0	0	0	0	0	0	0	0	2,275,000	0	2,275,000
92026	Veterans Memorial Coliseum Committee Study	500,000	397,229	102,771	0	0	0	0	0	0	0	0	500,000	0	500,000
92030	Nassau Hub Energy Study	130,000	240	129,760	0	0	0	0	0	0	0	0	830,000	0	830,000
92036	Disparity Study	0	0	0	0	0	0	0							
99205	Community Revitalization Program	3,060,951	2,937,084	123,867	0	0	0	0	0	0	0	0	3,060,951	0	3,060,951
99206	Various County Projects	47,600,000	32,864,580	14,735,420	5,700,000	0	0	5,700,000	5,700,000	5,700,000	5,700,000	22,800,000	64,700,000	5,700,000	70,400,000
99300	Engineering Documents Record Consolidation	200,000	114,212	85,788	0	0	0	0	0	0	0	0	200,000	0	200,000
99502	Countywide Green Initiative	5,501,490	2,540,247	2,961,243	0	0	0	0	250,000	0	0	250,000	5,751,490	0	5,751,490
Parks		176,181,064	122,384,833	53,796,231	10,250,000	0	350,000	10,600,000	3,500,000	2,250,000	2,250,000	18,600,000	205,946,952	4,741,500	210,688,452
41006	Various Park Athletic Fields	28,400,000	9,554,006	18,845,994	0	0	350,000	350,000	0	0	0	350,000	31,400,000	0	31,400,000
41008	Museum & Educational Facilities	250,000	0	250,000	3,500,000	0	0	3,500,000	0	0	0	3,500,000	5,750,000	0	5,750,000
41334	Nickerson Beach Improvements	13,391,905	13,041,144	350,761	0	0	0	0	0	0	0	0	13,391,905	0	13,391,905
41402	Batting Cages Refurbishment and Construction	1,000,000	997,230	2,770	0	0	0	0	0	0	0	0	1,062,107	0	1,062,107
41410	Battlerow Campground Improvement	200,000	0	200,000	0	0	0	0	0	0	0	0	800,000	0	800,000
41420	Roslyn Grist Mill Restoration	2,266,460	134,313	2,132,147	0	0	0	0	0	0	0	0	4,650,000	0	4,650,000
41482	Mitchel Field - Rifle Range Improvements	2,500,000	148,906	2,351,094	0	0	0	0	0	0	0	0	2,500,000	0	2,500,000
41501	Cedar Creek Park Feasibility Study	200,000	0	200,000	0	0	0	0	0	0	0	0	200,000	0	200,000
41802	Various County Parks Pond Dredging and Desilti	2,042,169	2,174,649	-32,480	0	0	0	0	0	0	0	0	2,400,000	0	2,400,000
41811	Various County Parks Restroom Rehabilitation	4,750,000	4,473,938	276,062	0	0	0	0	0	0	0	0	5,500,000	0	5,500,000
41814	Various County Parks Fencing Repair	3,418,000	3,073,365	344,635	0	0	0	0	0	0	0	0	3,668,000	0	3,668,000

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41815	Various County Parks Ice Rink Modernization	4,076,070	7,005,348	2,929,278	0	0	0	0	500,000	0	0	500,000	9,330,000	0	9,330,000
41820	Various County Parks Playground & Picnic Area Rehabilitation	13,714,000	12,816,824	897,176	0	0	0	0	0	0	0	0	13,714,000	0	13,714,000
41826	Various Parks Preserve Buildings Rehabilitation	9,421,940	8,036,608	1,385,332	0	0	0	0	250,000	250,000	250,000	750,000	9,930,440	241,500	10,171,940
41829	Various Parks Outdoor Lighting Rehabilitation	13,187,000	13,056,348	130,652	0	0	0	0	0	0	0	0	13,437,000	0	13,437,000
41834	Various Parks Path/Roadways/Parking Resurface	7,920,000	6,334,099	1,585,901	0	0	0	0	0	0	0	0	7,920,000	0	7,920,000
41844	Various Parks Athletic Field & Court Rehabilitation Phase II	4,875,000	4,752,156	122,844	0	0	0	0	0	0	0	0	4,875,000	0	4,875,000
4135	Various Parks Golf Course Renovation Phase II	3,385,000	3,376,730	8,270	0	0	0	0	0	0	0	0	3,385,000	0	3,385,000
41855	Parks Equipment Replacement	2,800,000	2,537,778	262,222	500,000	0	0	500,000	0	0	0	500,000	2,800,000	500,000	3,300,000
41858	County Pools Improvements and Code Compliance	5,200,000	4,277,665	922,335	0	0	0	0	250,000	0	0	250,000	5,800,000	0	5,800,000
41860	Various County Parks - Irrigation System Installat	1,200,000	1,117,668	82,332	0	0	0	0	0	0	0	0	1,700,000	0	1,700,000
41861	Various County Park Buildings - Infrastructure Improvements	16,508,500	10,215,572	6,292,928	0	0	0	0	250,000	0	0	250,000	16,758,500	0	16,758,500
41862	Various Parks - Pool Improvements	500,000	494,479	5,521	0	0	0	0	0	0	0	0	500,000	0	500,000
41863	Dutch Broadway Park Improvements	225,000	0	225,000	0	0	0	0	0	0	0	0	225,000	0	225,000
41864	Park Furnishings	500,000	456,292	43,708	250,000	0	0	250,000	250,000	0	0	500,000	1,000,000	0	1,000,000
41865	Inwood Bulkhead	4,000,000	243,941	3,756,059	0	0	0	0	0	0	0	0	4,000,000	0	4,000,000
41869	Various Park Improvements	10,250,000	5,812,170	4,437,830	4,000,000	0	0	4,000,000	2,000,000	2,000,000	2,000,000	10,000,000	16,250,000	4,000,000	20,250,000
41870	Various County Beaches Restoration and Mitigati	2,000,000	157,175	1,842,825	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
41871	Various County Dock and Bulkheads	2,500,000	141,025	2,358,975	0	0	0	0	0	0	0	0	2,500,000	0	2,500,000
41872	Wantagh Park Improvements	2,000,000	1,760,530	239,470	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
41873	Milburn Park Improvements	4,000,000	3,939,528	60,472	0	0	0	0	0	0	0	0	4,000,000	0	4,000,000
41874	Eisenhower Park Improvements	6,000,000	3,254,502	2,745,498	0	0	0	0	0	0	0	0	6,000,000	0	6,000,000
41875	Cantiague Park Improvements	4,500,000	824	4,499,176	0	0	0	0	0	0	0	0	4,500,000	0	4,500,000
41876	Centennial Park Improvements	0	0	0	2,000,000	0	0	2,000,000	0	0	0	2,000,000	2,000,000	0	2,000,000

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Property		52,804,241	35,002,974	17,801,267	0	0	0	0	500,000	0	0	500,000	53,804,241	0	53,804,241
9B480	Land Acquisition	52,804,241	35,002,974	17,801,267	0	0	0	0	500,000	0	0	500,000	53,804,241	0	53,804,241
Public Safety		339,195,477	263,607,373	75,588,104	23,500,000	0	1,600,000	25,100,000	16,200,000	7,750,000	7,750,000	56,800,000	405,760,477	11,800,000	418,560,477
14003	Med Exam Equipment 3 Year Program	4,659,583	3,943,954	715,629	100,000	0	0	100,000	100,000	0	0	200,000	4,859,583	0	4,859,583
14004	Med Exam DNA Laboratory	1,425,000	1,295,151	129,849	0	0	0	0	0	0	0	0	1,425,000	0	1,425,000
14007	Med Exam Crime Lab Equipment	750,000	0	750,000	100,000	0	0	100,000	100,000	0	0	200,000	950,000	0	950,000
14008	Nassau County Crime Lab	44,400,000	29,826,636	14,573,364	3,600,000	0	0	3,600,000	0	0	0	3,600,000	48,000,000	0	48,000,000
50210	Live Scan Replacement	450,000	284,109	165,891	0	0	0	0	0	0	0	0	450,000	0	450,000
50320	Marine Bureau Repower Vessels	400,000	306,898	93,102	0	0	0	0	0	0	0	0	600,000	0	600,000
50404	Police Department Renovation of Outdoor Pistol	8,720,000	8,352,095	367,905	0	0	0	0	0	0	0	0	10,200,000	0	10,200,000
50570	Police Department Computer Aided Dispatch Sys	15,700,000	11,226,339	4,473,661	1,500,000	0	0	1,500,000	0	0	0	1,500,000	15,700,000	1,500,000	17,200,000
50590	Police Department Interoperable Radio System	51,050,000	46,867,578	4,182,422	0	0	0	0	0	0	0	0	53,000,000	0	53,000,000
50617	Police Department and other Agencies Bullet Pro Vests	7,537,382	6,175,710	361,672	400,000	0	0	400,000	400,000	400,000	400,000	1,600,000	9,487,382	400,000	9,887,382
50619	Police Department Ambulance Replacement	11,600,000	8,874,428	2,725,572	500,000	0	0	500,000	3,500,000	0	0	4,000,000	15,500,000	100,000	15,600,000
50622	Police Department Specialty Vehicle Replacemer	10,291,342	8,202,337	2,089,005	500,000	0	0	500,000	850,000	850,000	850,000	3,050,000	12,841,342	500,000	13,341,342
50627	AED Replacement	300,000	299,106	894	0	0	0	0	0	0	0	0	450,000	0	450,000
50628	Police Department Dual Engine Helicopter	18,000,000	17,207,281	792,719	0	0	0	0	0	0	0	0	18,000,000	0	18,000,000
50680	Police Department Precincts & Auxiliary Precincts Renovation and Modernization	78,715,135	52,409,991	26,305,144	6,700,000	0	1,600,000	8,300,000	0	0	0	8,300,000	85,415,135	1,600,000	87,015,135
50685	Police Department - Ambulance Medical Control Upgrade	1,600,000	1,048,103	551,897	0	0	0	0	0	0	0	0	1,600,000	0	1,600,000
50686	Police Fleet Replacement	22,625,000	16,103,140	6,521,860	3,500,000	0	0	3,500,000	3,500,000	3,500,000	3,500,000	14,000,000	33,125,000	3,500,000	36,625,000
50687	Village Police 911 Upgrade	3,800,000	0	3,800,000	1,000,000	0	0	1,000,000	2,000,000	2,000,000	2,000,000	7,000,000	7,600,000	3,200,000	10,800,000
50688	Fire Police EMS Academy	5,000,000	51,596	4,948,404	4,500,000	0	0	4,500,000	4,500,000	0	0	9,000,000	19,490,000	0	19,490,000
50689	Police Department Firearms	1,750,000	213,500	536,500	0	0	0	0	0	0	0	0	1,750,000	0	1,750,000

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50695	Police Department Fuel Management System	1,500,000	659,139	840,861	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
50696	Local Municipality Interoperable Radio System	1,000,000	0	1,000,000	0	0	0	0	0	0	0	0	1,000,000	0	1,000,000
51037	Jail Six Year Master Plan	5,800,000	4,464,526	1,335,474	500,000	0	0	500,000	500,000	250,000	250,000	1,500,000	8,050,000	250,000	8,300,000
51457	Jail Building 832 HVAC Upgrade	1,500,000	108,491	1,391,509	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
51459	Jail High Energy Efficient Lighting	2,900,000	2,892,254	7,746	0	0	0	0	0	0	0	0	2,900,000	0	2,900,000
52028	Hazmat Vehicle Purchase	1,400,000	544,000	856,000	0	0	0	0	0	0	0	0	1,400,000	0	1,400,000
52031	Fire Comm Radio Project	400,000	199,999	200,001	100,000	0	0	100,000	250,000	250,000	250,000	850,000	1,000,000	250,000	1,250,000
53001	First Responder Personal Protection Equipment	500,000	0	500,000	0	0	0	0	0	0	0	0	500,000	0	500,000
72490	Fire Service Academy, Various Improvements	16,750,000	15,831,602	918,398	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	18,250,000	500,000	18,750,000
72491	Fire Service Academy, Admin Building	300,000	23,042	276,958	0	0	0	0	0	0	0	0	600,000	0	600,000
98130	Countywide Radio System	18,372,035	25,196,368	-6,824,333	0	0	0	0	0	0	0	0	29,617,035	0	29,617,035
Roads		341,055,670	229,985,151	111,070,519	31,650,000	0	1,000,000	32,650,000	30,500,000	23,500,000	23,500,000	110,150,000	435,087,558	37,550,000	472,637,558
60039	Wheatley Road Drainage Improvements, Old We	5,500,000	5,385,982	114,018	0	0	0	0	0	0	0	0	5,900,000	0	5,900,000
60042	Middle Neck Road Drainage Improvement	6,280,000	3,522,430	2,757,570	0	0	0	0	0	0	0	0	6,280,000	0	6,280,000
60045	Park Street Drainage Improvements, Atlantic Bea	3,050,000	64,224	985,776	0	0	0	0	0	0	0	0	3,800,000	0	3,800,000
60049	Floral Park Drainage Improvements	750,000	0	750,000	1,000,000	0	0	1,000,000	0	0	0	1,000,000	1,750,000	0	1,750,000
60050	Sheridan Avenue, Mineola Drainage Improvemer	2,000,000	881,835	1,118,165	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
61025	Ocean Ave at Merrick Road, Lynbrook	5,235,352	678,653	4,556,699	0	0	0	0	0	0	0	0	7,235,352	0	7,235,352
61078	Guide Rail Replacement Roadways and Bridges	1,284,000	850,129	433,871	0	0	0	0	0	0	0	0	1,684,000	0	1,684,000
61082	Brookside Avenue Improvements, Roosevelt	9,984,210	684,618	9,299,592	0	0	0	0	0	0	0	0	9,984,210	0	9,984,210
61083	Horse Hollow Road, Lattingtown	4,560,000	1,933,706	2,626,294	0	0	0	0	0	0	0	0	4,560,000	0	4,560,000
61090	Cedar Swamp Road Improvements	4,950,000	4,342,170	607,830	0	0	0	0	0	0	0	0	4,950,000	0	4,950,000
61091	Grand Avenue, Baldwin	2,000,000	172,504	1,827,496	1,500,000	0	0	1,500,000	0	0	0	1,500,000	6,972,000	0	6,972,000

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61100	Long Beach Road Improvement - South Hempste	300,000	172,207	127,793	0	0	0	0	0	0	0	0	300,000	0	300,000
61101	Uniondale Avenue/Front Street Improvements	3,500,000	90,852	3,409,148	0	0	0	0	0	0	0	0	3,500,000	0	3,500,000
61102	Bellmore Ave Rehabilitation	3,250,000	57,818	3,192,182	0	0	0	0	0	0	0	0	4,250,000	0	4,250,000
61103	Austin Blvd Road Improvement, Island Park	6,900,000	687,093	6,212,907	4,650,000	0	1,000,000	5,650,000	7,000,000	0	0	12,650,000	7,000,000	12,550,000	19,550,000
61105	Merrick Avenue, Merrick Road Improvements	500,000	272,382	227,618	0	0	0	0	0	0	0	0	500,000	0	500,000
61106	Stewart Avenue, Bethpage Road Improvements	7,305,000	0	1,305,000	0	0	0	0	0	0	0	0	7,705,000	0	7,705,000
61107	Farmingdale Road Improvements	2,000,000	974,944	1,025,056	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
61111	Wantagh Avenue, Wantagh Road Improvements	500,000	13,188	486,812	0	0	0	0	0	0	0	0	500,000	0	500,000
61570	Remove and Replace Curbs and Sidewalks	5,490,112	3,369,147	2,120,965	1,000,000	0	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	11,000,000	0	11,000,000
61587	Resurfacing Various County Roads	213,150,000	178,880,034	34,269,966	22,500,000	0	0	22,500,000	22,500,000	22,500,000	22,500,000	90,000,000	280,650,000	25,000,000	305,650,000
61682	North Main Street, Freeport	5,600,000	279,191	5,320,809	1,000,000	0	0	1,000,000	0	0	0	1,000,000	7,600,000	0	7,600,000
6179A	West Shore Road, Mill Neck	54,966,996	26,672,044	28,294,952	0	0	0	0	0	0	0	0	54,966,996	0	54,966,996
Technology		176,764,379	148,695,450	28,068,929	6,050,000	0	0	6,050,000	3,350,000	3,350,000	3,350,000	16,100,000	208,014,379	2,850,000	210,864,379
97008	DPW Management Information System	1,450,000	1,168,827	281,173	0	0	0	0	100,000	100,000	100,000	300,000	1,650,000	100,000	1,750,000
97013	Integrated Financial System	10,897,000	10,896,258	742	0	0	0	0	0	0	0	0	10,897,000	0	10,897,000
97101	HR, Payroll, and Benefit System	15,000,000	12,406,886	2,593,114	0	0	0	0	0	0	0	0	15,000,000	0	15,000,000
97102	Assessment Cluster Workflow System	1,600,000	1,202,533	397,467	0	0	0	0	0	0	0	0	2,600,000	0	2,600,000
97103	eGovernment	5,250,000	4,723,202	526,798	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	7,300,000	0	7,300,000
97104	Disaster Recovery Plan	3,515,000	1,225,604	2,289,396	0	0	0	0	0	0	0	0	3,515,000	0	3,515,000
97105	Case Management	4,145,000	2,551,774	1,593,226	0	0	0	0	0	0	0	0	4,145,000	0	4,145,000
97108	Vehicle Management Inventory System	270,000	247,964	22,036	0	0	0	0	0	0	0	0	270,000	0	270,000
97109	NIFS Upgrade / ERP System	39,900,000	40,792,650	-892,650	0	0	0	0	0	0	0	0	50,000,000	0	50,000,000
97112	Student Registration System	6,477,475	6,088,180	389,295	0	0	0	0	0	0	0	0	6,477,475	0	6,477,475

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97113	Departmental Technology Equipment Replaceme	10,550,000	6,695,363	3,854,637	1,000,000	0	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	13,550,000	1,000,000	14,550,000
97114	Traffic Parking Violations Agency Computer Syst Replacement	2,050,000	1,746,908	303,092	0	0	0	0	0	0	0	0	2,050,000	0	2,050,000
97117	CAMDR	2,950,000	1,904,377	1,045,623	0	0	0	0	500,000	500,000	500,000	1,500,000	3,950,000	500,000	4,450,000
97118	Server and Equipment Consolidation	1,635,000	1,083,725	551,275	0	0	0	0	0	0	0	0	1,635,000	0	1,635,000
97119	Network Infrastructure	12,205,000	10,590,934	1,614,066	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	13,705,000	500,000	14,205,000
97120	Data Center Storage	1,200,000	1,191,736	8,264	0	0	0	0	0	0	0	0	1,200,000	0	1,200,000
97121	ADAPT	6,500,000	6,850,097	-350,097	0	0	0	0	0	0	0	0	9,000,000	0	9,000,000
97123	Jail Management System	3,150,000	2,093,666	1,056,334	0	0	0	0	0	0	0	0	3,750,000	0	3,750,000
97124	Integrated Information Management System	2,300,000	1,026,715	1,273,285	0	0	0	0	0	0	0	0	5,500,000	0	5,500,000
97126	Countywide Document Management Program	2,750,000	1,891,225	858,775	0	0	0	0	0	0	0	0	3,000,000	0	3,000,000
97127	No Wrong Door Expansion	6,250,000	1,531,488	4,718,512	0	0	0	0	0	0	0	0	6,250,000	0	6,250,000
97129	Probation Caseload Explorer	750,000	694,925	55,075	0	0	0	0	0	0	0	0	750,000	0	750,000
97130	OSCAR	715,000	2,665	712,335	0	0	0	0	0	0	0	0	715,000	0	715,000
97131	First Responder Support	180,000	0	180,000	0	0	0	0	0	0	0	0	180,000	0	180,000
97132	County Attorney - E-mail Storage	450,000	0	450,000	0	0	0	0	0	0	0	0	750,000	0	750,000
97134	Integrated Voice Response System	500,000	95,429	404,571	0	0	0	0	0	0	0	0	500,000	0	500,000
97135	VOIP Implementation	3,500,000	1,998,159	1,501,841	0	0	0	0	0	0	0	0	3,500,000	0	3,500,000
97136	HHS Technology Development and Efficiency Pr	3,600,000	1,868,494	1,731,506	750,000	0	0	750,000	750,000	750,000	750,000	3,000,000	5,850,000	750,000	6,600,000
97530	GeoBased Mapping & Information System	15,830,000	15,828,699	1,301	0	0	0	0	0	0	0	0	15,830,000	0	15,830,000
97531	Tax Base Growth Management	6,494,904	6,494,893	11	0	0	0	0	0	0	0	0	6,494,904	0	6,494,904
97532	Systematic Review County Assessment System	4,700,000	3,812,074	887,926	3,300,000	0	0	3,300,000	0	0	0	3,300,000	8,000,000	0	8,000,000
Traffic		175,341,827	114,246,251	61,095,576	6,240,000	0	2,160,000	8,400,000	7,250,000	4,250,000	4,250,000	24,150,000	207,738,827	10,678,089	218,416,916
62017	Traffic Signal Construction & Modification	55,433,892	46,690,961	8,742,931	3,250,000	0	0	3,250,000	3,250,000	3,250,000	3,250,000	13,000,000	65,183,892	6,228,089	71,411,981

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62023	South Shore Traffic Signal Improvements	4,200,000	1,888	4,198,112	0	0	0	0	0	0	0	0	4,200,000	0	4,200,000
62153	Federal Aid Durable Marking Program	13,824,000	12,043,711	1,780,289	1,000,000	0	0	**1,000,000**	500,000	500,000	500,000	2,500,000	15,824,000	500,000	16,324,000
62160	Traffic Computerized Signal System Update	10,413,689	6,598,644	3,815,045	0	0	0	0	0	0	0	0	10,413,689	0	10,413,689
62161	Old Country Road Signal Heads Phase I	8,150,000	7,162,647	987,353	0	0	0	0	0	0	0	0	8,150,000	0	8,150,000
62162	Old Country Road Signal Heads Phase II	5,172,000	1,405,344	3,766,656	540,000	0	2,160,000	**2,700,000**	0	0	0	2,700,000	7,872,000	0	7,872,000
62175	Variable Message Signs Phase I	5,242,500	270,974	4,971,526	0	0	0	0	0	0	0	0	5,242,500	0	5,242,500
62181	Traffic Signal Communications Phase II	7,860,000	214,701	7,645,299	0	0	0	0	0	0	0	0	7,860,000	0	7,860,000
62190	Traffic Peninsula Boulevard Signal Head Replace	6,580,000	6,368,954	211,046	0	0	0	0	0	0	0	0	6,580,000	0	6,580,000
62191	Merrick Road Signal Head Replacement	1,500,000	80	1,499,920	0	0	0	0	0	0	0	0	8,250,000	0	8,250,000
62194	Traffic Management Center Upgrades	225,000	39,088	185,912	0	0	0	0	0	0	0	0	425,000	0	425,000
62201	Traffic Calming Improvements	450,000	20,276	429,724	0	0	0	0	0	0	0	0	450,000	0	450,000
62202	Elmont Road Traffic Safety Improvements	275,000	0	275,000	0	0	0	0	0	0	0	0	275,000	0	275,000
62203	Central Avenue, Valley Stream Traffic Safety Improvements	200,000	4,988	195,012	0	0	0	0	0	0	0	0	200,000	0	200,000
62204	Long Beach Road, Island Park Traffic Safety Improvements	200,000	0	200,000	0	0	0	0	0	0	0	0	200,000	0	200,000
62207	Jerusalem Avenue, Uniondale Safety Improveme	250,000	0	250,000	0	0	0	0	0	0	0	0	250,000	0	250,000
62208	Roslyn Road and Old Country Road Traffic Modifications	0	0	0	300,000	0	0	**300,000**	3,000,000	0	0	3,300,000	0	3,300,000	3,300,000
62271	Signal System Operation Phase I	1,025,000	875,547	149,453	0	0	0	0	0	0	0	0	1,025,000	0	1,025,000
62272	Signal System Operation Phase II	1,450,000	1,083,267	367,533	0	0	0	0	0	0	0	0	1,450,800	0	1,450,800
62313	Traffic Sign Replacement - Phase V	2,525,000	2,342,770	182,230	500,000	0	0	**500,000**	0	0	0	500,000	4,225,000	0	4,225,000
62454	Traffic Computerized Signal (Central Ave/Rockav Turnpike)	25,926,946	21,881,711	4,045235	0	0	0	0	0	0	0	0	26,126,946	0	26,126,946
62455	Traffic Signal Expansion Phase V	6,835,000	451,273	6,383,727	0	0	0	0	0	0	0	0	7,368,000	0	7,368,000
62456	Traffic Signal Expansion Phase VI	5,419,000	257,224	5,161,776	0	0	0	0	0	0	0	0	6,189,000	0	6,189,000
62457	Traffic Signal Expansion Phase IX	450,000	0	450,000	150,000	0	0	**150,000**	0	0	0	150,000	450,000	150,000	600,000

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62459	Traffic Signal Expansion Phase III	0	0	0	0	0	0	0	0	0	0	0	5,000,000	0	5,000,000
62500	Traffic Studies	2,750,000	2,246,190	503,810	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	4,250,000	500,000	4,750,000
62550	Traffic Signal Management System	1,930,000	1,265,087	664,913	0	0	0	0	0	0	0	0	1,930,000	0	1,930,000
62562	Incident Management Phase II	2,080,000	1,623,509	456,491	0	0	0	0	0	0	0	0	2,080,000	0	2,080,000
62563	Incident Management Phase III	2,080,000	1,216,008	863,992	0	0	0	0	0	0	0	0	2,080,000	0	2,080,000
62564	Incident Management Phase IV	2,094,000	181,409	1,912,591	0	0	0	0	0	0	0	0	2,094,000	0	2,094,000
62900	Baldwin Complete Streets	800,000	0	800,000	0	0	0	0	0	0	0	0	2,094,000	0	2,094,000
Transportation		45,712,351	27,572,457	18,139,894	2,700,000	0	0	2,700,000	4,500,000	3,000,000	1,000,000	11,200,000	74,425,538	0	74,425,538
91051	MTALIB 2006 FTA Grant Sect 5307 NY90-XX	2,030,000	1,495,691	534,309	0	0	0	0	0	0	0	0	2,030,000	0	2,030,000
91056	MTALIB 2008 FTA Grant Sect 5307 NY90-XX	2,125,500	1,371,235	754,265	0	0	0	0	0	0	0	0	2,125,500	0	2,125,500
91058	MTALIB 2009 FTA Grant Sect 5307 NY90-XX	2,027,500	1,989,874	37,626	0	0	0	0	0	0	0	0	2,027,500	0	2,027,500
91060	MTALIB 2010 FTA Grant Sect 5307 NY90-XX	2,120,000	818,441	1,301,559	0	0	0	0	0	0	0	0	2,120,000	0	2,120,000
91080	NICE - Alternative Fuel Buses	3,479,442	2,062,522	1,416,920	0	0	0	0	0	0	0	0	3,479,442	0	3,479,442
91081	NICE - Grant Match	1,000,000	1,000,000	0	0	0	0	0	0	0	0	0	1,000,000	0	1,000,000
91082	NICE - Grant Match	655,313	476,250	179,063	0	0	0	0	0	0	0	0	1,002,000	0	1,002,000
91083	NICE - Grant Match	5,000,000	1,222,100	3,777,900	0	0	0	0	0	0	0	0	5,000,000	0	5,000,000
91084	NICE - Grant Match	2,150,000	2,150,000	0	0	0	0	0	0	0	0	0	5,806,500	0	5,806,500
91086	NICE - Grant Match	0	0	0	2,700,000	0	0	2,700,000	0	0	0	2,700,000	6,930,000	0	6,930,000
91087	NICE - Grant Match	1,750,000	0	1,750,000	0	0	0	0	0	0	0	0	4,980,000	0	4,980,000
91088	NICE - Matching Grant	0	0	0	0	0	0	0	1,500,000	0	0	1,500,000	7,000,000	0	7,000,000
91091	Nassau Hub Study	10,074,596	8,737,871	1,336,725	0	0	0	0	0	0	0	0	10,074,596	0	10,074,596
91092	County Wide Planning Initiative and Study	2,150,000	1,105,299	1,044,701	0	0	0	0	0	0	0	0	2,450,000	0	2,450,000
91200	Bus Fleet Refurbishment	250,000	0	250,000	0	0	0	0	0	0	0	0	500,000	0	500,000

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92029	Hub Reuse EIS	8,100,000	5,143,174	2,956,826	0	0	0	0	0	0	0	0	8,100,000	0	8,100,000
92033	Hub Development Fund	2,000,000	0	2,000,000	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
92034	Baldwin Downtown Corridor Resiliency Study	800,000	0	800,000	0	0	0	0	0	0	0	0	800,000	0	800,000
92035	Nassau Hub Transit Initiative - Final Design	0	0	0	0	0	0	0	3,000,000	3,000,000	1,000,000	7,000,000	7,000,000	0	7,000,000
Building Consolidation Program		195,160,795	185,103,456	10,057,339	0	0	0	0	0	0	0	0	198,160,795	0	198,160,795
BCP		195,160,795	185,103,456	10,057,339	0	0	0	0	0	0	0	0	198,160,795	0	198,160,795
90230	County Office Campus Construction	119,400,000	111,232,281	8,167,719	0	0	0	0	0	0	0	0	121,400,000	0	121,400,000
90230P	Police and Fire Communications Center	75,760,795	73,871,175	1,889,620	0	0	0	0	0	0	0	0	76,760,795	0	76,760,795
Sewer and Storm Water Resource District		1,409,209,403	788,977,712	620,231,691	74,700,000	0	0	74,700,000	88,300,000	13,750,000	13,750,000	190,500,000	1,668,155,852	281,150,000	1,949,305,852
Collection		171,211,337	108,768,609	62,442,728	29,500,000	0	0	29,500,000	21,500,000	250,000	250,000	51,500,000	234,911,337	50,250,000	285,161,337
30051	SD2 Interceptor Corrosion Survey & Rehabilitatio	6,510,000	5,048,720	1,461,280	0	0	0	0	0	0	0	0	6,760,000	0	6,760,000
33991	Health Dept Birches Sewage Collection System	14,959,931	12,165,524	2,794,407	0	0	0	0	0	0	0	0	14,959,931	0	14,959,931
33992	Hempstead Harbor Sewer Study	2,000,000	487,908	1,512,092	10,000,000	0	0	10,000,000	5,000,000	0	0	15,000,000	17,000,000	0	17,000,000
33993	Seacliff Sewers	0	0	0	0	0	0	0							
35101	Lateral Sewer Repair	3,850,000	2,828,687	1,021,313	0	0	0	0	0	0	0	0	4,000,000	0	4,000,000
35107	East Hills Pump Station Improvements	3,250,000	2,594,773	655,227	0	0	0	0	0	0	0	0	3,250,000	0	3,250,000
35109	Force Mains/Pump Stations Long Beach	4,241,406	425,000	3,816,406	0	0	0	0	0	0	0	0	4,741,406	0	4,741,406
35110	Force Mains/Pump Stations Cedarhurst/Lawrence	28,200,000	26,645,070	1,554,930	0	0	0	0	0	0	0	0	32,200,000	0	32,200,000
3P309	Ray Street Pump Station Improvement	7,750,000	6,612,487	1,137,513	0	0	0	0	0	0	0	0	7,750,000	0	7,750,000
3P311	Pump Station Rehabilitation	76,000,000	48,776,227	27,223,773	0	0	0	0	0	0	0	0	76,000,000	50,000,000	126,000,000

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3P312	Pump Station Upgrades	19,000,000	731,974	18,268,026	19,000,000	0	0	19,000,000	16,000,000	0	0	35,000,000	57,250,000	0	57,250,000
98041	SSW Motorized Equipment Replacement	4,950,000	2,452,239	2,497,761	250,000	0	0	250,000	250,000	250,000	250,000	1,000,000	5,700,000	250,000	5,950,000
98042	SSW Motorized Equipment Refurbishment	500,000	0	500,000	250,000	0	0	250,000	250,000	0	0	500,000	5,300,000	0	5,300,000
Disposal		1,154,423,565	640,938,501	513,485,064	32,750,000	0	0	32,750,000	59,550,000	11,250,000	11,250,000	114,800,000	1,326,285,014	228,500,000	1,554,785,014
35100	Bay Park & Cedar Creek Digester Rehabilitation	40,000,000	31,619,350	8,380,650	0	0	0	0	0	0	0	0	40,000,000	0	40,000,000
35102	SSW Buildings Roof Repair	3,500,000	1,064,791	2,435,209	500,000	0	0	500,000	0	0	0	500,000	4,000,000	0	4,000,000
35108	SSW Building Improvements	4,550,000	2,634,606	1,915,394	250,000	0	0	250,000	250,000	250,000	250,000	1,000,000	7,000,000	0	7,000,000
35114	Wastewater Facilities Improvements	56,155,000	44,536,475	11,618,525	12,000,000	0	0	12,000,000	11,800,000	10,000,000	10,000,000	43,800,000	89,955,000	10,000,000	99,955,000
35115	Wastewater Facilities Master Plan Design Improvements	750,000	86,744	663,256	0	0	0	0	0	0	0	0	6,711,449	0	6,711,449
35116	Wastewater Facilities Odor Control Improvement	30,500,000	29,461,783	1,038,217	0	0	0	0	0	0	0	0	31,300,000	0	31,300,000
35117	Wastewater Facilities Security Improvements	10,500,000	772,978	9,727,022	6,250,000	0	0	6,250,000	6,250,000	0	0	12,500,000	10,500,000	12,500,000	23,000,000
35118	Water/Wastewater Facilities Requirements	1,750,000	894,824	855,176	250,000	0	0	250,000	1,000,000	1,000,000	1,000,000	3,250,000	4,000,000	1,000,000	5,000,000
35121	Wastewater Facilities Storm Restoration	150,745,000	126,022,503	24,722,497	0	0	0	0	0	0	0	0	150,745,000	200,000,000	350,745,000
35123	Superstorm Sandy Repair and Mitigation - Bay P STP and Countywide Collection	463,726,221	244,312,008	1,219,414,213	0	0	0	0	0	0	0	0	463,726,221	5,000,000	468,726,221
35124	Sandy Mitigation and Hardening Phase II	150,000,000	1,136	149,998,864	0	0	0	0	0	0	0	0	150,000,000	0	150,000,000
35130	Countywide Collection and Disposal System Upg	3,500,000	0	3,500,000	3,500,000	0	0	3,500,000	0	0	0	3,500,000	7,000,000	0	7,000,000
3B116	Bay Park Outfall District Structure Pipeline Rehabilitation	52,038,393	5,504,758	46,533,635	0	0	0	0	0	0	0	0	52,038,393	0	52,038,393
3B117	Bay Park Influent Pumping System Upgrade	11,505,000	11,325,007	179,993	0	0	0	0	0	0	0	0	11,505,000	0	11,505,000
3B119	Bay Park Various Buildings and Equipment Modifications	28,749,719	32,518,260	-3,768,541	0	0	0	0	0	0	0	0	28,749,719	0	28,749,719
3B120	Bay Park Preliminary Treatment Modifications	43,060,411	35,191,209	7,869,202	0	0	0	0	0	0	0	0	43,060,411	0	43,060,411
3C057	Cedar Creek Sludge Dewatering Facility Improve	41,167,298	40,646,784	520,514	0	0	0	0	0	0	0	0	41,167,298	0	41,167,298
3C067	Cedar Creek Equipment Replacement	62,226,523	34,345,285	27,881,238	10,000,000	0	0	10,000,000	5,000,000	0	0	15,000,000	77,226,523	0	77,226,523
99999	Undetermined SSW Project Improvements	0	0	0	0	0	0	0	35,250,000	0	0	35,250,000	107,600,000	0	107,600,000

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		FY 2015 Carry Forward			Proposed FY 2015 New Budget				Proposed Capital Plan				Capital Authorization		
		Cumulative Budget (Pre 2016 Budget)	Expenditures Through 2015	Carry Forward*	2016 County Debt	2016 County Self-Funding	2016 Non-County	2016 TOTAL	2017	2018	2019	FY 2016 - FY 2019	Previously Authorized	New Auth Required	Total Authorization
Storm Water		53,574,501	39,270,602	44,303,899	12,450,000	0	0	12,450,000	7,250,000	2,250,000	2,250,000	24,200,000	106,959,501	2,400,000	109,359,501
35103	Various County Parks Pond/Bulkhead Replaceme	1,187,500	709,858	477,642	0	0	0	0	0	0	0	0	1,837,500	0	1,837,500
35104	Whitney Drain Rehabilitation	3,300,000	228,814	3,071,186	0	0	0	0	0	0	0	0	3,300,000	0	3,300,000
35106	Rehabilitation of Various Public Works Waterbod	11,758,467	7,553,159	4,205,308	0	0	0	0	0	0	0	0	11,758,467	0	11,758,467
35112	Mosquito Control Plan	1,075,000	259,703	815,297	200,000	0	0	200,000	0	0	0	200,000	1,275,000	0	1,275,000
60046	Fencing at Drainage Facilities Replacement	600,000	598,380	1,620	0	0	0	0	0	0	0	0	600,000	0	600,000
80014	Massapequa Creek Stream Flow Improvement	10,251,641	9,807,483	444,158	0	0	0	0	0	0	0	0	10,251,641	0	10,251,641
80016	Stream and Wetlands Restoration	3,745,000	472,205	3,272,795	0	0	0	0	0	0	0	0	4,500,000	0	4,500,000
80019	Storm Water Pump Stations Construction	6,100,000	928,281	5,171,719	0	0	0	0	0	0	0	0	6,100,000	0	6,100,000
80042	Groundwater Studies	1,125,000	0	1,125,000	0	0	0	0	0	0	0	0	1,125,000	0	1,125,000
82001	Drainage Stream Corridors Reconstruction	7,798,734	6,513,375	1,285,359	1,000,000	0	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	10,798,734	1,000,000	11,798,734
82008	Rehabilitation of Storm Water Basins	11,465,326	6,508,828	4,956,498	1,000,000	0	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	14,465,326	1,000,000	15,465,326
82009	Drainage Facilities Sidewalk Rehabilitation	1,600,000	656,844	943,156	0	0	0	0	0	0	0	0	1,600,000	0	1,600,000
82010	Implementation of Storm Water Management Pro	5,961,449	5,063,672	897,777	250,000	0	0	250,000	250,000	250,000	250,000	1,000,000	6,711,449	250,000	6,961,449
82014	Horse Brook Drainage Improvements	7,000,000	0	7,000,000	10,000,000	0	0	10,000,000	5,000,000	0	0	15,000,000	22,000,000	0	22,000,000
82015	Five Towns Drainage Improvements	1,206,384	0	1,206,384	0	0	0	0	0	0	0	0	1,206,384	0	1,206,384
82016	Barnum Island/Harbor Isle Drainage Improvemen	5,900,000	0	5,900,000	0	0	0	0	0	0	0	0	5,900,000	50,000	5,950,000
82017	Bay Park/ East Rockaway Drainage Improvement	3,380,000	0	3,380,000	0	0	0	0	0	0	0	0	3,380,000	50,000	3,430,000
82018	Lawson Avenue, East Rockaway Backflow Preve	150,000	0	150,000	0	0	0	0	0	0	0	0	150,000	50,000	200,000
Environmental Bond Act		153,671,500	145,291,940	8,379,560	0	0	0	0	0	0	0	0	153,671,500	0	153,671,500
Environmental Bond Act		153,671,500	145,291,940	8,379,560	0	0	0	0	0	0	0	0	153,671,500	0	153,671,500
9E100	Environmental Bond Act - 2004	51,525,000	48,670,549	2,854,451	0	0	0	0	0	0	0	0	51,525,000	0	51,525,000

***ITD Expenditures includes encumbrances. When the Carry Forward for a project is negative, this indicates that there is no carried over budget authority and the encumbrance includes authorized funds that, would require additional budgeting in future years.**

****New Projects that are proposed to be part of the 2016 Capital Budget and 2016 - 2019 CIP are bolded.**

		Proposed												
		FY 2015 Carry Forward			FY 2015 New Budget				Capital Plan				Capital Authorization		
		Cumulative Budget (Pre 2016 Budget)	Expenditures Through 2015	Carry Forward*	2016 County Debt	2016 County Self-Funding	2016 Non-County	2016 TOTAL	2017	2018	2019	FY 2016 - FY 2019	Previously Authorized	New Auth Required	Total Authorization
9E200	Environmental Bond Act - 2006	102,146,500	96,621,391	5,525,109	0	0	0	0	0	0	0	0	102,146,500	0	102,146,500

*ITD Expenditures includes encumbrances. When the Carry Forward for a project is negative, this indicates that there is no carried over budget authority and the encumbrance includes authorized funds that, would require additional budgeting in future years.
**New Projects that are proposed to be part of the 2016 Capital Budget and 2016 - 2019 CIP are bolded.

APPENDIX B

Main	Project Number	Project	SEQRA	6 NYCRR
General Capital	41855	Parks Equipment Replacement	TYPE II	617.5(c)(2)
General Capital	50210	Live Scan Replacement	TYPE II	617.5(c)(25)
General Capital	50570	Police Department Computer Aided Dispatch System	TYPE II	617.5(c)(25)
General Capital	50617	Police Department and other Agencies Bullet Proof Vests	TYPE II	617.5(c)25
General Capital	52028	Hazmat Vehicle Purchase	TYPE II	617.5(c)(25)
General Capital	62500	Traffic Studies	TYPE II	617.5(c)(18)
General Capital	66017	Countywide Fencing Improvements	TYPE II	617.5(c)(1)
General Capital	90406	Various County Facilities - Design	TYPE II	617.5(c)(21)
General Capital	91080	NICE - Alternative Fuel Buses	TYPE II	617.5(c)(2)
General Capital	91082	NICE - Grant Match	TYPE II	617.5(c)25
General Capital	91087	NICE - Grant Match	TYPE II	617.5(c)25
General Capital	91091	Nassau Hub Study	TYPE II	617.5(c)(2)
General Capital	91200	Bus Fleet Refurbishment	TYPE II	617.5(c)(2)
General Capital	92029	Hub Reuse EIS	TYPE II	617.5(c)(2)
General Capital	62900	Baldwin Complete Streets	TYPE II	617.5(c)(18)
General Capital	97104	Disaster Recovery Plan	TYPE II	617.5(c)(18)(25)
General Capital	97113	Departmental Technology Equipment Replacement	TYPE II	617.5(c)(25)
General Capital	97117	CAMDR	TYPE II	617.5(c)(25)
General Capital	97119	Network Infrastructure	TYPE II	617.5(c)(18),(25)
General Capital	97123	Jail Management System	TYPE II	617.5(c) 18, 25
General Capital	97135	VOIP Implementation	TYPE II	617.5(c)(18),(25)
General Capital	97136	HHS Technology Development and Efficiency Program	TYPE II	617.5(c)(25)
General Capital	97532	Systematic Review County Assessment System	TYPE II	617.5(c)21
General Capital	98064	Road Maintenance Equipment Refurbishment	TYPE II	617.5(c)(2)
General Capital	98105	Fleet Lifecycle Replacement	TYPE II	617.5(c)(25)
Sewer and Storm	80016	Stream and Wetlands Restoration	TYPE II	617.5(c)(18)
Sewer and Storm	98042	SSW Motorized Equipment Refurbishment	TYPE II	617.5(c)(25)
General Capital	41802	Various County Parks Pond Dredging and Desilting	TYPE II	617.5(c)(2)
General Capital	50619	Police Department Ambulance Replacement	TYPE II	617.5(c)25
General Capital	50687	Village Police 911 Upgrade	TYPE II	617.5(c)(25)
General Capital	52031	Fire Comm Radio Project	TYPE II	617.5(c)(25)
General Capital	61570	Remove and Replace Curbs and Sidewalks	TYPE II	617.5(c)(18)
General Capital	62153	Pavement Markings	TYPE II	617.5(c)(16)
General Capital	62175	Variable Message Signs Phase I	TYPE II	617.5(c)(7),(16)
General Capital	62313	Traffic Sign Replacement - Phase V	TYPE II	617.5(c)(2)(16)
General Capital	63031	Bridge Painting Program	TYPE II	617.5(c)(2)
General Capital	66050	Requirements Contract Curbs and Sidewalks	TYPE II	617.5(c)(2)

Main	Project Number	Project	SEQRA	6 NYCRR
General Capital	66051	Pedestrian Accessibility	TYPE II	617.5(c)(2)
General Capital	66306	Various County Parking Lot Refurbishment	TYPE II	617.5(c)(2)
General Capital	70060	NCC Energy Initiative	TYPE II	617.5(c)(2)
General Capital	70086	NCC West/South Campus Parking Lot Rehab	TYPE II	617.5(c)(2)
General Capital	70092	NCC Road and Parking Paving	TYPE II	617.5(c)(4)
General Capital	81060	County Storage Tank Replacement Program	TYPE II	617.5(c)(2)
General Capital	90023	Various County Buildings Backflow Prevention	TYPE II	617.5(c)1,2
General Capital	90401	Various County Facilities - Electrical Construction	TYPE II	617.5(c) 1,2
General Capital	90402	Various County Facilities - HVAC Construction	TYPE II	617.5(c)1,2
General Capital	90403	Various County Facilities - Plumbing Construction	TYPE II	617.5(c)1,2
General Capital	90404	Various County Facilities – Fire Alarm/Protection and Security Systems	TYPE II	617.5(c)1,2
General Capital	90625	Various Asbestos & Lead Abatement	TYPE II	617.5(c)(2),(33)
General Capital	90639	Data Center Fire Suppression System	TYPE II	617.5 (c) (2)
General Capital	90622	Hempstead Garage Improvements	TYPE II	617.5(c)1,2
General Capital	41482	Mitchel Field - Rifle Range Improvements	TYPE II	617.5(c)(2)(25)
General Capital	41814	Various County Parks Fencing Repair	TYPE II	617.5(c)(2)
General Capital	41820	Various County Parks Playground & Picnic Area Rehabilitation	TYPE II	617.5(c)(2)
General Capital	41858	County Pools Improvements and Code Compliance	TYPE II	11.00.a.61
General Capital	41861	Various County Park Buildings - Infrastructure Improvements	TYPE II	617.5(c)(2)
General Capital	41869	Various Park Improvements	TYPE II	617.5(c)(2)
General Capital	41876	Centennial Park Improvements	TYPE II	617.5 (c) (2)
General Capital	61091	Grand Avenue, Baldwin	TYPE II	617.5(c)(18)
General Capital	61101	Uniondale Avenue/Front Street Improvements	TYPE II	617.5(c)(2)
General Capital	61103	Austin Blvd Road Improvement, Island Park	TYPE II	617.5(c)(18)
General Capital	61587	Road Resurfacing	TYPE II	617.5(c)(4)
General Capital	62207	Jerusalem Avenue, Uniondale Safety Improvements	TYPE II	617.5 (C) (16)
General Capital	62208	Roslyn Road and Old Country Road Traffic Modifications	TYPE II	617.5 (c) (18) (21)
General Capital	66302	Requirements Contract Roads/Drainage/Bridge/Joints	TYPE II	617.5(c)(2)
General Capital	72490	Fire Service Academy, Various Improvements	TYPE II	617.5(c)2
General Capital	91077	Pedestrian and Bicycle Pathway	TYPE II	617.5(c)(2)(18)
General Capital	91079	Motor Parkway Multi-Use Trail	TYPE II	617.5 (C) (18) (21)
General Capital	97008	DPW Management Information System	TYPE II	617.5(c)(25)
General Capital	97103	eGovernment	TYPE II	617.5(c)(18),(25)
General Capital	98060	Road Maintenance Equipment Replacement	TYPE II	617.5(c)25
General Capital	98092	Snow Removal Truck Replacement	TYPE II	617.5(c)(2)
General Capital	98180	Mosquito Control Equipment	TYPE II	617.5(c)(25)

Main	Project Number	Project	SEQRA	6 NYCRR
General Capital	6179A	West Shore Road, Mill Neck	TYPE II	617.5(c)(2)(4)(33)
Sewer and Storm	98041	SSW Motorized Equipment Replacement	TYPE II	617.5(c)25
General Capital	62017	Traffic Signal Construction & Modification	TYPE II	617.5(c)(1),(16)
General Capital	62161	Old Country Road Signal Heads Phase I	TYPE II	617.5(c)(2)(16)
General Capital	62455	Traffic Signal Expansion Phase V	TYPE II	617.5(c)(16)
General Capital	62457	Traffic Signal Expansion Phase IX	TYPE II	617.5(c)(16)
General Capital	62459	Traffic Signal Expansion Phase III	TYPE II	617.5(c)(16)
General Capital	62550	Traffic Signal Management System	TYPE II	617.5(c)(18)(25)
General Capital	70106	NCC Academic Department Renovations	TYPE II	617.5 (c) (2)
General Capital	70108	NCC ADA Compliance	TYPE II	617.5 (c) (2)
General Capital	41826	Various Parks Preserve Buildings Rehabilitation	TYPE II	617.5(c)(2)
General Capital	50688	Fire Police EMS Academy	TYPE II	617.5 (c)(2)(25)
General Capital	51037	Jail Six Year Master Plan	TYPE II	617.5(c)(2)
General Capital	70089	NCC Space Consolidation	TYPE II	617.5(c)(18)
General Capital	70093	NCC Window Replacement	TYPE II	617.5 (c) 2
General Capital	90400	Various County Facilities - General Construction	TYPE II	617.5(c)1,2
General Capital	90618	Various County Buildings Roof Renovation	TYPE II	617.5(c)2
General Capital	90634	Nassau Coliseum Emergency Repairs	TYPE II	617.5(c)(2)(25)
General Capital	90636	Warehouse and Staging Area	TYPE II	617.5(c)(1)(2)
General Capital	90638	Nassau County Housing Improvements	TYPE II	617.5 (c) (2)
General Capital	90981	Americans/Disabilities Act - Phase II (Construction)	TYPE II	617.5 (c) 2
Building	90230P	Police and Fire Communications Center	UNLISTED	617.7
General Capital	92036	Disparity Study	TYPE II	617.5(c)(18)
General Capital	9B480	Land Acquisition	TYPE II	617.5(c)20

53-16

Nassau County

Department of Public Works

Staff Summary

Subject 2015 – 2018 Capital Plan Resolution	Date: January 25, 2016
Department Public Works	Vendor Name N/A
Department Head Name Shila Shah-Gavnoudias	Contract Number N/A
Department Head Signature	Contract Manager Name N/A
Project Manager Name Chris Yansick	

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
SS 1/25/16	Dept. Head	1/29/16	Counsel to C.E.
	Budget		County Atty.
1/25/16	Deputy C.E.		County Exec.

Purpose:

This 2015 Capital Budget Ordinance and 2015-2018 Capital Plan resolution is being submitted pursuant to the provisions of Section 310 of the County Government law of Nassau County

Discussion:

This submission highlights the projects that are contained in the 2015 Capital Budget and 2015-2018 Capital Improvement Plan. The proposed 2015 Capital Budget has a general fund county debt total of $167,300,050. Including non-county funding there is an additional $78,747,944 which brings the total 2015 general fund budget to $270,588,781. There are 10 new general fund projects in the 2015 Capital Budget. These projects account for $4,765,000 of the 2015 General Capital County Debt.

The proposed 2015 Capital Budget for the Sewer and Storm Water District has a total budget of $2,011,393,019 of which $68,370,809 will be funded via bond proceeds. In addition there will be an outside funding of $265,515,575. There are six new sewer and storm water projects in the 2015 Capital Budget. These projects account for $7,620,809 of the 2015 Sewer and Storm Water Resource District County Debt.

Bond Ordinance:

Not applicable

Impact on Funding:

The 2015 Capital Budget is as follows:

General fund debt total is $177,222,550.
General fund non county total is $93,573,444.
Sewer and Storm Water District debt is $83,420,809.
Sewer and Storm Water District non county total is $163,015,575.

Recommendation:

Approve as submitted.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 29 P 1:46

Revised 2/20/02

County of Nassau
Inter-Departmental Memo

To: **Clerk of the County Legislature**

From: **County Attorney**

Date: **January 28, 2016**

Subject: **RESOLUTION - ORIG. DEPT. – Public Works**

A RESOLUTION to adopt the four-year capital plan for the County of Nassau, to commence on January 1, 2015, pursuant to the provisions of section 310 of the County Government Law of Nassau County.

The above-described document attached hereto is forwarded for your review and approval and subsequent transmittal to the County Legislature for inclusion upon its calendar.

CARNELL T. FOSKEY
County Attorney

By: Samantha A. Goetz
Deputy County Attorney

Attachments

RESOLUTION NO. - 2016

A RESOLUTION to adopt the four-year capital plan for the County of Nassau, to commence on January 1, 2015, pursuant to the provisions of section 310 of the County Government Law of Nassau County.

APPROVED AS TO FORM
Deputy County Attorney

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 29 P 1:46

WHEREAS, section 310 of the County Government Law of Nassau County requires the County Executive to submit to the Nassau County Legislature ("County Legislature") a proposed four-year Capital Plan ("Capital Plan"), the first year of which shall be referred to as the Proposed Capital Budget ("Proposed Capital Budget"); and

WHEREAS, on the _____ day of _____, 2016, the County Executive filed with the Clerk of the County Legislature three (3) copies of such Capital Plan and Proposed Capital Budget, together with his capital budget message ("Capital Budget Message") including a summary and explaining the main features of the Proposed Capital Budget; and

WHEREAS, the County Executive subsequently filed with the Clerk of the County Legislature the instant amendment in the nature of substitution to the Capital Plan and Proposed Capital Budget; and

WHEREAS, such Capital Plan includes, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, details, descriptions and projections of proposed capital programs, projects and activities, as well as descriptions and projections regarding all of the proposed funding sources for each capital program, project or activity contained in the Capital Plan; and

WHEREAS, such Capital Plan also includes, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, a report on the outstanding indebtedness of the County and of the Nassau County Interim Finance Authority, a report on previously approved capital programs, projects and activities which have not been completed, a report on authorized but unissued serial bonds, and projections of the County's outstanding indebtedness assuming completion of pending capital programs, projects and activities and assuming authorization and financing of all proposed capital programs, projects and activities included in such Capital Plan; and

WHEREAS, the County Executive has, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, submitted along with such Capital Plan a Proposed Capital Budget, including a listing of the capital programs, projects and activities, other than judgments and settlements, which are proposed to be authorized in the first year of the four-year capital plan and the cost estimates associated therewith; and

WHEREAS, the County Legislature has, pursuant to subdivision b of section 310 of the County Government Law of Nassau County, made such Capital Plan and Capital Budget Message relating to the Proposed Capital Budget available for public inspection and purchase; now, therefore, be it

RESOLVED, in accordance with the proposed four-year Capital Plan and Capital Budget filed by the County Executive with the Clerk of the County Legislature on _____ day of _____, 2016, and such changes as have been recommended by the County Legislature, that the capital programs, projects and activities, other than judgments and settlements, identified in Appendix A attached hereto and incorporated herein, are hereby approved and adopted by the County Legislature as the Capital Plan of the County of Nassau for the fiscal years beginning January 1, 2015, and ending December 31, 2018; and be it further

RESOLVED that this resolution, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said resolution without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said resolution is passed by the affirmative vote of a majority of said Legislature.

APPENDIX A

		Proposed												
		FY 2014 Carry Forward			FY 2015 New Budget				Capital Plan				Capital Authorization		
		Cumulative Budget (Pre 2015 Budget)	Expenditures Through 2014	Carry Forward*	2015 County Debt	2015 County Self-Funding	2015 Non-County	2015 TOTAL	2016	2017	2018	FY 2015 - FY 2018	Previously Authorized	New Auth Required	Total Authorization
General Capital		1,881,977,009	1,236,626,913	645,350,096	177,222,550	0	93,573,444	270,795,994	124,352,619	98,869,272	78,287,478	572,305,563	2,482,384,660	162,192,579	2,644,577,239
Buildings		261,026,502	171,467,657	89,558,845	49,100,000	0	1,800,000	50,900,000	11,704,482	13,269,272	14,037,478	89,911,232	369,155,276	13,250,000	382,405,276
90023	Various County Buildings Backflow Prevention	5,365,781	3,399,756	1,966,025	0	0	0	0	0	0	0	0	5,365,782	0	5,365,782
90025	Rehabilitation of Aquatic Center Building	49,000,000	18,715,631	30,284,369	0	0	0	0	0	0	0	0	54,000,000	0	54,000,000
90026	Exterior Renovation of 240 Old Country	1,250,000	421	1,249,579	0	0	0	0	0	0	0	0	4,750,000	0	4,750,000
90027	240 Old Country Road HVAC Improvements	3,850,000	560,260	3,289,740	1,000,000	0	0	1,000,000	0	0	0	1,000,000	6,350,000	0	6,350,000
90031	Records Center Renovation	0	0	0	0	0	0	0	1,354,482	5,169,272	5,937,478	12,461,232	12,461,232	0	12,461,232
90033	BOE Building Upgrades	2,100,000	0	2,100,000	0	0	0	0	0	0	0	0	2,100,000	0	2,100,000
90375	Emergency Work at DPW Garages	2,845,000	1,119,634	1,725,366	0	0	0	0	0	0	0	0	2,845,000	0	2,845,000
90400	Various County Facilities - General Construction	17,450,000	12,230,473	5,219,527	0	0	0	0	1,000,000	1,000,000	1,000,000	3,000,000	20,450,000	0	20,450,000
90401	Various County Facilities - Electrical Construction	7,150,000	5,768,582	1,381,418	1,250,000	0	0	1,250,000	500,000	500,000	500,000	2,750,000	8,650,000	1,250,000	9,900,000
90402	Various County Facilities - HVAC Construction	10,050,000	7,103,876	2,946,124	0	0	0	0	750,000	750,000	750,000	2,250,000	12,300,000	0	12,300,000
90403	Various County Facilities - Plumbing Construction	4,750,000	2,748,621	2,001,379	0	0	0	0	250,000	250,000	250,000	750,000	5,500,000	0	5,500,000
90404	Various County Facilities – Fire Alarm/Protection Security Systems	3,000,000	1,970,453	1,029,547	0	0	0	0	500,000	500,000	500,000	1,500,000	4,500,000	0	4,500,000
90405	Various County Facilities - Demolition	3,000,000	0	3,000,000	0	0	0	0	500,000	500,000	500,000	1,500,000	4,500,000	0	4,500,000
90406	Various County Facilities - Design	500,000	0	500,000	0	0	0	0	500,000	500,000	500,000	1,500,000	2,000,000	0	2,000,000
90611	Various County Court Facilities Renovation	16,038,239	2,940,312	13,097,927	0	0	0	0	0	0	0	0	16,038,239	0	16,038,239
90612	Generator Upgrade - Various Buildings	3,800,000	1,899,918	1,900,082	0	0	0	0	0	0	0	0	3,800,000	0	3,800,000
90617	Various County Buildings Electric Service & Engineering Upgrade	6,275,023	3,218,878	3,056,145	0	0	0	0	0	0	0	0	8,275,023	0	8,275,023
90618	Various County Buildings Roof Renovation	18,150,000	16,195,114	1,954,886	250,000	0	0	250,000	2,000,000	2,000,000	2,000,000	6,250,000	24,150,000	250,000	24,400,000
90622	Hempstead Garage Improvements	19,750,000	5,924,377	13,825,623	3,450,000	0	0	3,450,000	750,000	0	0	4,200,000	22,650,000	1,300,000	23,950,000
90625	Various Asbestos & Lead Abatement	5,370,000	4,751,867	618,133	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	7,120,000	250,000	7,370,000
90629	Various County Fuel Station Upgrades	1,500,000	0	1,500,000	1,500,000	0	0	1,500,000	0	250,000	250,000	2,000,000	3,250,000	250,000	3,500,000

*ITD Expenditures includes encumbrances. When the Carry Forward for a project is negative, this indicates that there is no carried over budget authority and the encumbrance includes authorized funds that, would require additional budgeting in future years.
**New Projects that are proposed to be part of the 2015 Capital Budget and 2015 - 2018 CIP are bolded.

		Proposed												
		FY 2014 Carry Forward			FY 2015 New Budget				Capital Plan				Capital Authorization		
		Cumulative Budget (Pre 2015 Budget)	Expenditures Through 2014	Carry Forward*	2015 County Debt	2015 County Self-Funding	2015 Non-County	2015 TOTAL	2016	2017	2018	FY 2015 - FY 2018	Previously Authorized	New Auth Required	Total Authorization
90632	Family & Matrimonial Court	57,000,000	67,251,238	-10,251,238	37,000,000	0	0	37,000,000	0	0	0	37,000,000	112,000,000	0	112,000,000
90634	Nassau Coliseum Emergency Repairs	5,000,000	4,068,961	931,039	1,800,000	0	0	1,800,000	0	0	0	1,800,000	5,000,000	1,800,000	6,800,000
90636	Warehouse and Staging Area	4,750,000	2,821,968	1,928,032	1,500,000	0	0	1,500,000	0	0	0	1,500,000	4,750,000	1,500,000	6,250,000
90637	Nassau County Department of Public Works Mat Testing Laboratory	1,200,000	0	1,200,000	0	0	1,800,000	1,800,000	1,300,000	0	0	3,100,000	2,500,000	1,800,000	4,300,000
90638	**Nassau County Housing Improvements**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,800,000**	**1,100,000**	**1,100,000**	**4,000,000**	**0**	**4,000,000**	**4,000,000**
90639	**Data Center Fire Suppression System**	**0**	**0**	**0**	**850,000**	**0**	**0**	**850,000**	**0**	**0**	**0**	**850,000**	**0**	**850,000**	**850,000**
90981	Americans/Disabilities Act - Phase II (Constructio	11,882,459	8,777,317	3,105,142	0	0	0	0	0	250,000	250,000	500,000	13,850,000	0	13,850,000
Equipment		**79,153,884**	**39,856,010**	**39,297,874**	**2,850,000**	**0**	**0**	**2,850,000**	**7,935,119**	**7,350,000**	**7,100,000**	**25,235,119**	**102,136,884**	**4,435,119**	**106,572,003**
11511	Health Department Equipment Replacement	1,408,924	1,259,411	149,513	0	0	0	0	0	250,000	0	250,000	1,658,924	0	1,658,924
98060	Road Maintenance Equipment Replacement	17,700,000	14,502,076	3,197,924	1,600,000	0	0	1,600,000	1,600,000	1,600,000	1,600,000	6,400,000	22,500,000	1,600,000	24,100,000
98062	Automation of Fuel Sites and Vehicles	1,250,000	1,156,752	93,248	0	0	0	0	0	0	0	0	1,250,000	0	1,250,000
98063	DPW Fleet Service Equipment	250,000	150,000	100,000	0	0	0	0	0	0	0	0	250,000	0	250,000
98064	Road Maintenance Equipment Refurbishment	250,000	0	250,000	0	0	0	0	0	0	0	0	500,000	0	500,000
98092	Snow Removal Truck Replacement	12,150,000	7,103,688	5,046,312	1,000,000	0	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	15,150,000	1,000,000	16,150,000
98105	Fleet Management Life Cycle Vehicle Replaceme	19,060,237	8,721,895	10,338,342	0	0	0	0	5,085,119	3,750,000	3,750,000	12,585,119	30,310,237	1,335,119	31,645,356
98180	Mosquito Control Equipment	2,751,098	2,361,382	389,716	250,000	0	0	250,000	250,000	250,000	250,000	1,000,000	3,501,098	250,000	3,751,098
98340	Printing Equipment Replacement Project	2,010,000	994,198	1,015,802	0	0	0	0	0	250,000	250,000	500,000	2,260,000	250,000	2,510,000
98341	Office Equipment Replacement Program	2,850,000	2,318,931	531,069	0	0	0	0	0	250,000	250,000	500,000	4,500,000	0	4,500,000
98342	Field Data Inspection Modernization	450,000	0	450,000	0	0	0	0	0	0	0	0	650,000	0	650,000
98343	BOE Voting Machine Upgrade	18,773,625	1,130,361	17,643,264	0	0	0	0	0	0	0	0	19,356,625	0	19,356,625
98344	Public Works Lab Equipment	250,000	157,316	92,684	0	0	0	0	0	0	0	0	250,000	0	250,000
Infrastructure		**370,627,659**	**256,649,379**	**113,978,280**	**32,162,550**	**0**	**43,409,550**	**75,572,100**	**23,713,218**	**21,650,000**	**10,750,000**	**131,685,318**	**500,727,680**	**53,510,218**	**554,237,898**

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		Proposed												
		FY 2014 Carry Forward			FY 2015 New Budget				Capital Plan				Capital Authorization		
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63029	Bridge Rehabilitation Program	20,850,000	5,952,613	14,897,387	0	0	10,000,000	10,000,000	0	0	0	10,000,000	22,350,000	8,500,000	30,850,000
63031	Bridge Painting Program	12,571,795	3,321,540	9,250,255	0	0	6,400,000	6,400,000	0	0	0	6,400,000	12,571,795	6,400,000	18,971,795
63400	Civil Site Studies	4,000,000	744,180	3,255,820	0	0	0	0	500,000	500,000	500,000	1,500,000	5,500,000	0	5,500,000
66016	Countywide Tree Management Program	3,800,000	2,981,886	818,114	300,000	0	0	300,000	300,000	300,000	300,000	1,200,000	4,700,000	300,000	5,000,000
66017	Countywide Fencing Improvements	800,000	250,000	550,000	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	5,800,000	0	5,800,000
66050	Requirements Contract Curbs and Sidewalks	5,269,436	2,660,853	2,608,583	100,000	0	0	100,000	100,000	100,000	100,000	400,000	5,569,436	100,000	5,669,436
66051	Pedestrian Accessibility	0	0	0	2,500,000	0	0	2,500,000	0	2,500,000	2,500,000	7,500,000	0	7,500,000	7,500,000
66302	Requirements Contract Roads/Drainage/Bridge/J	17,750,000	16,347,265	1,402,735	4,000,000	0	0	4,000,000	163,218	500,000	500,000	5,163,218	18,500,000	4,413,218	22,913,218
66305	Long Beach Parking Mall Improvements	1,750,000	1,732,510	17,490	0	0	0	0	0	0	0	0	1,750,000	0	1,750,000
66306	Various County Parking Lot Refurbishment	500,000	391,215	108,785	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	3,000,000	0	3,000,000
70040	NCC Life Science Building	40,000,000	39,440,045	559,955	0	0	0	0	0	0	0	0	40,000,000	0	40,000,000
70042	NCC Master Plan Construction	62,630,430	64,212,564	-1,582,134	0	0	0	0	0	0	0	0	80,900,351	0	80,900,351
70050	NCC Master Plan Phase II Construction	5,973,500	4,374,277	1,599,223	0	0	5,337,000	5,337,000	0	0	0	5,337,000	5,973,500	5,337,000	11,310,500
70060	NCC Energy Initiative	9,000,000	6,189,791	2,810,209	1,500,000	0	1,810,000	3,310,000	0	0	0	3,310,000	12,000,000	310,000	12,310,000
70065	NCC Refurbishment of Plaza	9,400,000	9,398,751	1,249	0	0	0	0	0	0	0	0	9,400,000	0	9,400,000
70071	NCC Tennis Courts	0	0	0	0	0	0	0	0	0	0	0	400,000	0	400,000
70073	NCC Fire Alarm Upgrade	5,630,000	1,445,039	4,184,961	685,000	0	385,000	1,070,000	0	0	0	1,070,000	6,885,000	0	6,885,000
70074	NCC Rehabilitation Water Damaged Buildings P	5,308,000	3,669,388	1,638,612	0	0	0	0	0	0	0	0	5,328,000	0	5,328,000
70080	NCC Security System Expansion	1,500,000	831,147	668,853	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
70084	NCC Health & Safety	3,795,000	2,790,361	1,004,639	37,500	0	37,500	75,000	0	0	0	75,000	3,870,000	0	3,870,000
70086	NCC West/South Campus Parking Lot Rehab	11,850,000	11,335,819	514,181	1,350,000	0	1,350,000	2,700,000	0	0	0	2,700,000	14,550,000	0	14,550,000
70087	NCC Renovation of Building V	650,000	0	650,000	0	0	0	0	0	0	0	0	650,000	0	650,000
70088	NCC Renovation of Cluster C	2,550,000	952,669	1,597,331	3,200,000	0	3,200,000	6,400,000	8,000,000	0	0	14,400,000	16,950,000	0	16,950,000

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70089	NCC Space Consolidation	10,000,000	8,306,301	1,693,699	500,000	0	500,000	1,000,000	0	0	0	1,000,000	11,000,000	0	11,000,000
70091	NCC Public Safety Offices	1,000,000	623,145	376,855	0	0	0	0	0	0	0	0	1,000,000	0	1,000,000
70092	NCC Road and Parking Paving	4,000,000	2,125,787	1,874,213	700,000	0	700,000	1,400,000	0	0	0	1,400,000	5,400,000	0	5,400,000
70093	NCC Window Replacement	4,119,900	1,650,891	2,469,009	1,540,050	0	1,540,050	3,080,100	0	0	0	3,080,100	7,200,000	0	7,200,000
70094	NCC Performing Arts Center	2,250,000	186,390	2,063,610	0	0	0	0	4,000,000	10,000,000	0	14,000,000	45,100,000	0	45,100,000
70095	NCC Library Renovation (Design)	1,850,000	724,089	1,125,911	1,075,000	0	1,075,000	2,150,000	0	500,000	0	2,650,000	4,500,000	0	4,500,000
70096	NCC Infrastructure and Master Plan	2,300,000	91,431	2,208,569	100,000	0	100,000	200,000	0	0	0	200,000	2,500,000	0	2,500,000
70097	NCC Elevator Restorations	3,000,000	974,123	2,025,877	500,000	0	500,000	1,000,000	0	0	0	1,000,000	4,000,000	0	4,000,000
70098	NCC Information Technology Infrastructure	2,700,000	570,825	2,129,175	1,750,000	0	1,750,000	3,500,000	1,800,000	0	0	5,300,000	8,000,000	0	8,000,000
70099	NCC Physical Plant Vehicles	250,000	79,925	170,075	175,000	0	175,000	350,000	0	0	0	350,000	600,000	0	600,000
70100	NCC Foundation House	120,000	2,349	117,651	0	0	0	0	0	0	0	0	120,000	0	120,000
70101	NCC IT Infrastructure and Equipment Upgrades	1,000,000	0	1,000,000	0	0	0	0	0	0	0	0	1,000,000	0	1,000,000
70102	NCC Various Security Upgrades	1,400,000	0	1,400,000	0	0	0	0	0	0	0	0	1,400,000	0	1,400,000
70103	NCC Various Facility Upgrades	760,000	0	760,000	0	0	0	0	0	0	0	0	760,000	0	760,000
70104	NCC Infrastructure Repair	1,500,000	278,151	1,221,849	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
70105	NCC Various Facility Upgrades Phase II	500,000	0	500,000	0	0	0	0	0	0	0	0	500,000	0	500,000
70106	NCC Academic Department Renovations	0	0	0	750,000	0	750,000	1,500,000	0	0	0	1,500,000	1,500,000	0	1,500,000
70107	NCC Concrete Repair	0	0	0	600,000	0	600,000	1,200,000	0	0	0	1,200,000	1,200,000	0	1,200,000
70108	NCC ADA Compliance	0	0	0	600,000	0	600,000	1,200,000	0	0	0	1,200,000	1,200,000	0	1,200,000
70109	NCC - Property Transfer	2,000,000	0	2,000,000	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
70110	NCC Medical Technologies	500,000	0	500,000	0	0	0	0	0	0	0	0	500,000	0	500,000
70111	NCC Building Improvements	5,000,000	0	5,000,000	0	0	0	0	0	0	0	0	5,000,000	0	5,000,000
81011	Hazardous Waste Response Fund Phase II	23,077,817	13,379,365	9,698,452	0	0	6,600,000	6,600,000	0	150,000	0	6,750,000	23,227,817	6,600,000	29,827,817

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81060	County Storage Tank Replacement Program	15,846,840	12,403,901	3,442,939	3,000,000	0	0	3,000,000	2,150,000	150,000	150,000	5,450,000	19,146,840	2,150,000	21,296,840
91077	Pedestrian and Bicycle Pathway	6,307,500	4,355,337	1,952,163	0	0	0	0	0	0	0	0	6,307,500	0	6,307,500
91078	Westbury/New Castle Shared Multi Use Path Acc Eisenhower Park and Active Transportation	2,000,000	0	2,000,000	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
91079	Motor Parkway Multi-Use Trail	2,275,000	0	2,275,000	0	0	0	0	0	0	0	0	2,275,000	0	2,275,000
92026	Veterans Memorial Coliseum Committee Study	500,000	397,229	102,771	0	0	0	0	0	0	0	0	500,000	0	500,000
92030	Nassau Hub Energy Study	130,000	240	129,760	0	0	0	0	0	0	0	0	830,000	0	830,000
92036	Disparity Study	0	0	0	500,000	0	0	500,000	0	0	0	500,000	0	500,000	500,000
99205	Community Revitalization Program	3,060,951	2,937,084	123,867	0	0	0	0	0	0	0	0	3,060,951	0	3,060,951
99206	Various County Projects	41,900,000	25,904,269	15,995,731	5,700,000	0	0	5,700,000	5,700,000	5,700,000	5,700,000	22,800,000	53,300,000	11,400,000	64,700,000
99300	Engineering Documents Record Consolidation	200,000	96,388	103,612	0	0	0	0	0	0	0	0	200,000	0	200,000
99502	Countywide Green Initiative	5,501,490	2,540,246	2,961,244	0	0	0	0	0	250,000	0	250,000	5,751,490	0	5,751,490
Parks		172,931,064	93,942,678	78,988,386	3,250,000	0	-2,023,241	1,226,759	9,600,000	3,500,000	2,250,000	16,576,759	201,884,845	5,562,107	207,446,952
41006	Various Park Athletic Fields	28,400,000	9,154,064	19,245,936	0	0	-2,085,348	-2,085,348	350,000	0	0	-1,735,348	31,400,000	0	31,400,000
41008	Museum & Educational Facilities	250,000	0	250,000	0	0	0	0	3,500,000	0	0	3,500,000	5,750,000	0	5,750,000
41334	Nickerson Beach Improvements	13,391,905	7,474,267	5,917,638	0	0	0	0	0	0	0	0	13,391,905	0	13,391,905
41402	Batting Cages Refurbishment and Construction	1,000,000	997,230	2,770	0	0	62,107	62,107	0	0	0	62,107	1,000,000	62,107	1,062,107
41410	Battlerow Campground Improvement	200,000	0	200,000	0	0	0	0	0	0	0	0	800,000	0	800,000
41420	Roslyn Grist Mill Restoration	2,266,460	234,313	2,032,147	0	0	0	0	0	0	0	0	4,650,000	0	4,650,000
41482	Mitchel Field - Rifle Range Improvements	2,500,000	148,906	2,351,094	0	0	0	0	0	0	0	0	2,500,000	0	2,500,000
41501	Cedar Creek Park Feasibility Study	200,000	0	200,000	0	0	0	0	0	0	0	0	200,000	0	200,000
41802	Various County Parks Pond Dredging and Desilti	2,042,189	2,042,169	20	0	0	0	0	0	0	0	0	2,400,000	0	2,400,000
41811	Various County Parks Restroom Rehabilitation	4,750,000	4,059,064	690,936	0	0	0	0	0	0	0	0	5,500,000	0	5,500,000
41814	Various County Parks Fencing Repair	3,418,000	3,036,910	381,090	0	0	0	0	0	0	0	0	3,668,000	0	3,668,000

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41815	Various County Parks Ice Rink Modernization	4,076,070	2,968,268	1,107,802	0	0	0	0	0	500,000	0	500,000	9,330,000	0	9,330,000
41820	Various County Parks Playground & Picnic Area Rehabilitation	13,714,000	12,816,109	897,891	0	0	0	0	0	0	0	0	13,714,000	0	13,714,000
41826	Various Parks Preserve Buildings Rehabilitation	9,171,940	8,066,340	1,105,600	250,000	0	0	250,000	0	250,000	250,000	750,000	9,930,440	0	9,930,440
41829	Various Parks Outdoor Lighting Rehabilitation	13,187,000	11,299,225	1,887,775	0	0	0	0	0	0	0	0	13,437,000	0	13,437,000
41834	Various Parks Path/Roadways/Parking Resurface	7,920,000	6,020,886	1,899,114	0	0	0	0	0	0	0	0	7,920,000	0	7,920,000
41844	Various Parks Athletic Field & Court Rehabilitatio Phase II	4,875,000	4,741,592	133,408	0	0	0	0	0	0	0	0	4,875,000	0	4,875,000
41851	Various Parks Golf Course Renovation Phase II	2,385,000	2,300,715	84,285	0	0	0	0	0	0	0	0	3,385,000	0	3,385,000
41855	Parks Equipment Replacement	2,550,000	1,804,877	745,123	250,000	0	0	250,000	500,000	0	0	750,000	2,800,000	500,000	3,300,000
41858	County Pools Improvements and Code Complian	4,700,000	3,170,299	1,529,701	500,000	0	0	500,000	0	250,000	0	750,000	5,800,000	0	5,800,000
41860	Various County Parks - Irrigation System Installat	1,200,000	828,959	371,041	0	0	0	0	0	0	0	0	1,700,000	0	1,700,000
41861	Various County Park Buildings - Infrastructure Improvements	16,258,500	9,180,814	7,077,686	250,000	0	0	250,000	0	250,000	0	500,000	16,758,500	0	16,758,500
41862	Various Parks - Pool Improvements	500,000	334,479	165,521	0	0	0	0	0	0	0	0	500,000	0	500,000
41863	Dutch Broadway Park Improvements	225,000	0	225,000	0	0	0	0	0	0	0	0	225,000	0	225,000
41864	Park Furnishings	500,000	390,292	109,708	0	0	0	0	250,000	250,000	0	500,000	1,000,000	0	1,000,000
41865	Inwood Bulkhead	4,000,000	243,000	3,757,000	0	0	0	0	0	0	0	0	4,000,000	0	4,000,000
41869	Various Park Improvements	8,250,000	2,422,730	5,827,270	2,000,000	0	0	2,000,000	3,000,000	2,000,000	2,000,000	9,000,000	14,250,000	3,000,000	17,250,000
41870	Various County Beaches Restoration and Mitigati	2,000,000	70,618	1,929,382	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
41871	Various County Dock and Bulkheads	2,500,000	136,552	2,363,448	0	0	0	0	0	0	0	0	2,500,000	0	2,500,000
41872	Wantagh Park Improvements	2,000,000	0	2,000,000	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
41873	Milburn Park Improvements	4,000,000	0	4,000,000	0	0	0	0	0	0	0	0	4,000,000	0	4,000,000
41874	Eisenhower Park Improvements	6,000,000	0	6,000,000	0	0	0	0	0	0	0	0	6,000,000	0	6,000,000
41875	Cantiague Park Improvements	4,500,000	0	4,500,000	0	0	0	0	0	0	0	0	4,500,000	0	4,500,000
41876	**Centennial Park Improvements**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2,000,000**	**0**	**0**	**2,000,000**	**0**	**2,000,000**	**2,000,000**

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Property		52,804,241	35,287,984	17,516,257	0	0	0	0	0	500,000	0	500,000	53,804,241	0	53,804,241
9B480	Land Acquisition	52,804,241	35,287,984	17,516,257	0	0	0	0	0	500,000	0	500,000	53,804,241	0	53,804,241
Public Safety		269,360,342	195,172,905	74,187,437	41,070,000	0	27,565,135	68,635,135	23,600,000	14,000,000	9,050,000	115,285,135	397,295,342	9,065,135	406,360,477
14003	Med Exam Equipment 3 Year Program	4,559,583	3,944,701	614,882	100,000	0	0	100,000	100,000	100,000	0	300,000	4,859,583	0	4,859,583
14004	Med Exam DNA Laboratory	1,425,000	1,298,125	126,875	0	0	0	0	0	0	0	0	1,425,000	0	1,425,000
14007	Med Exam Crime Lab Equipment	750,000	0	750,000	0	0	0	0	100,000	100,000	0	200,000	950,000	0	950,000
14008	Nassau County Crime Lab	19,000,000	24,613,601	5,613,601	25,400,000	0	0	25,400,000	3,600,000	0	0	29,000,000	48,000,000	0	48,000,000
50210	Live Scan Replacement	450,000	129,815	320,185	0	0	0	0	0	0	0	0	450,000	0	450,000
50320	Marine Bureau Repower Vessels	400,000	293,578	106,422	0	0	0	0	0	0	0	0	600,000	0	600,000
50404	Police Department Renovation of Outdoor Pistol	8,720,000	7,816,149	903,851	0	0	0	0	0	0	0	0	10,200,000	0	10,200,000
50570	Police Department Computer Aided Dispatch Sys	15,700,000	13,385,915	2,314,085	0	0	0	0	0	0	0	0	15,700,000	0	15,700,000
50590	Police Department Interoperable Radio System	51,050,000	46,867,578	4,182,422	0	0	0	0	0	0	0	0	53,000,000	0	53,000,000
50617	Police Department and other Agencies Bullet Pro Vests	7,127,382	5,208,272	1,919,110	1,160,000	0	0	1,160,000	400,000	400,000	400,000	2,360,000	8,337,382	1,150,000	9,487,382
50619	Police Department Ambulance Replacement	10,300,000	7,860,989	2,439,011	500,000	0	0	500,000	500,000	1,300,000	1,300,000	3,600,000	14,200,000	0	14,200,000
50622	Police Department Specialty Vehicle Replacemer	9,441,342	7,078,434	2,362,908	500,000	0	0	500,000	500,000	850,000	850,000	2,700,000	11,991,342	150,000	12,141,342
50627	AED Replacement	300,000	150,000	150,000	0	0	0	0	0	0	0	0	450,000	0	450,000
50628	Police Department Dual Engine Helicopter	18,000,000	0	18,000,000	0	0	0	0	0	0	0	0	18,000,000	0	18,000,000
50680	Police Department Precincts & Auxiliary Precincts Renovation and Modernization	44,450,000	15,363,582	29,086,418	6,700,000	0	27,565,135	34,265,135	8,300,000	0	0	42,565,135	84,850,000	2,165,135	87,015,135
50685	Police Department - Ambulance Medical Control Upgrade	1,600,000	980,312	619,688	0	0	0	0	0	0	0	0	1,600,000	0	1,600,000
50686	Police Fleet Replacement	19,125,000	12,206,527	6,918,473	3,500,000	0	0	3,500,000	3,500,000	3,500,000	3,500,000	14,000,000	29,625,000	3,500,000	33,125,000
50687	Village Police 911 Upgrade	2,000,000	0	2,000,000	0	0	0	0	1,000,000	2,000,000	2,000,000	5,000,000	7,600,000	0	7,600,000
50688	Fire Police EMS Academy	3,490,000	134,865	3,355,135	1,510,000	0	0	1,510,000	4,500,000	4,500,000	0	10,510,000	19,490,000	0	19,490,000
50689	Police Department Firearms	1,750,000	1,164,050	585,950	0	0	0	0	0	0	0	0	1,750,000	0	1,750,000

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50695	Police Department Fuel Management System	1,500,000	745,718	754,282	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
50696	Local Municipality Interoperable Radio System	1,000,000	0	1,000,000	0	0	0	0	0	0	0	0	1,000,000	0	1,000,000
51037	Jail Six Year Master Plan	5,300,000	4,130,001	1,169,999	1,500,000	0	0	1,500,000	500,000	500,000	250,000	2,750,000	6,800,000	1,250,000	8,050,000
51457	Jail Building 832 HVAC Upgrade	1,500,000	108,491	1,391,509	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
51459	Jail High Energy Efficient Lighting	2,900,000	2,899,960	40	0	0	0	0	0	0	0	0	2,900,000	0	2,900,000
52028	Hazmat Vehicle Purchase	1,400,000	0	1,400,000	0	0	0	0	0	0	0	0	1,400,000	0	1,400,000
52031	Fire Comm Radio Project	200,000	0	200,000	200,000	0	0	200,000	100,000	250,000	250,000	800,000	650,000	350,000	1,000,000
53001	First Responder Personal Protection Equipment	500,000	0	500,000	0	0	0	0	0	0	0	0	500,000	0	500,000
72490	Fire Service Academy, Various Improvements	16,750,000	15,814,551	935,449	0	0	0	0	500,000	500,000	500,000	1,500,000	17,750,000	500,000	18,250,000
72491	Fire Service Academy, Admin Building	300,000	35,000	265,000	0	0	0	0	0	0	0	0	600,000	0	600,000
98130	Countywide Radio System	18,372,035	22,942,691	-4,570,656	0	0	0	0	0	0	0	0	29,617,035	0	29,617,035
Roads		**304,705,670**	**185,656,633**	**119,049,037**	**27,350,000**	**0**	**8,500,000**	**35,850,000**	**31,150,000**	**23,500,000**	**23,500,000**	**114,000,000**	**398,187,558**	**39,550,000**	**437,737,558**
60039	Wheatley Road Drainage Improvements, Old We	4,000,000	553,852	3,446,148	1,900,000	0	0	1,900,000	0	0	0	1,900,000	5,500,000	400,000	5,900,000
60042	Middle Neck Road Drainage Improvement	6,280,000	2,985,725	3,294,275	0	0	0	0	0	0	0	0	6,280,000	0	6,280,000
60045	Park Street Drainage Improvements, Atlantic Bea	1,050,000	63,974	986,026	0	0	0	0	0	0	0	0	3,800,000	0	3,800,000
60049	Floral Park Drainage Improvements	750,000	0	750,000	0	0	0	0	1,000,000	0	0	1,000,000	1,750,000	0	1,750,000
60050	Sheridan Avenue, Mineola Drainage Improvemer	2,000,000	882,105	1,117,895	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
61025	Ocean Ave at Merrick Road, Lynbrook	5,235,352	663,575	4,571,777	0	0	2,000,000	2,000,000	0	0	0	2,000,000	5,235,352	2,000,000	7,235,352
61078	Guide Rail Replacement Roadways and Bridges	1,284,000	840,129	443,871	0	0	0	0	0	0	0	0	1,684,000	0	1,684,000
61082	Brookside Avenue Improvements, Roosevelt	6,984,210	684,618	6,299,592	3,000,000	0	0	3,000,000	0	0	0	3,000,000	9,984,210	0	9,984,210
61083	Horse Hollow Road, Lattingtown	3,760,000	118,695	3,641,305	800,000	0	0	800,000	0	0	0	800,000	4,560,000	0	4,560,000
61090	Cedar Swamp Road Improvements	4,950,000	4,342,170	607,830	0	0	0	0	0	0	0	0	4,950,000	0	4,950,000
61091	Grand Avenue, Baldwin	500,000	172,504	327,496	1,500,000	0	0	1,500,000	0	0	0	1,500,000	6,972,000	0	6,972,000

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61100	Long Beach Road Improvement - South Hempste	300,000	298,359	1,641	0	0	0	0	0	0	0	0	300,000	0	300,000
61101	Uniondale Avenue/Front Street Improvements	550,000	88,043	461,957	2,950,000	0	0	2,950,000	0	0	0	2,950,000	3,500,000	0	3,500,000
61102	Bellmore Ave Rehabilitation	2,750,000	117,541	2,632,459	500,000	0	0	500,000	0	0	0	500,000	4,250,000	0	4,250,000
61103	Austin Blvd Road Improvement, Island Park	800,000	188,095	611,905	700,000	0	0	700,000	5,650,000	0	0	6,350,000	7,000,000	150,000	7,150,000
61105	Merrick Avenue, Merrick Road Improvements	500,000	273,357	226,643	0	0	0	0	0	0	0	0	500,000	0	500,000
61106	Stewart Avenue, Bethpage Road Improvements	1,305,000	0	1,305,000	0	0	0	0	0	0	0	0	7,705,000	0	7,705,000
61107	Farmingdale Road Improvements	2,000,000	1,107,887	892,113	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
61111	Wantagh Avenue, Wantagh Road Improvements	500,000	50,800	449,200	0	0	0	0	0	0	0	0	500,000	0	500,000
61570	Remove and Replace Curbs and Sidewalks	5,490,112	2,128,925	3,361,187	0	0	0	0	1,000,000	1,000,000	1,000,000	3,000,000	11,000,000	0	11,000,000
61587	Resurfacing Various County Roads	209,150,000	143,293,338	65,856,662	0	0	6,500,000	6,500,000	22,500,000	22,500,000	22,500,000	74,000,000	254,150,000	29,000,000	283,150,000
61682	North Main Street, Freeport	3,600,000	274,874	3,325,126	2,000,000	0	0	2,000,000	1,000,000	0	0	3,000,000	7,600,000	0	7,600,000
6179A	West Shore Road, Mill Neck	40,966,996	26,528,067	14,438,929	14,000,000	0	0	14,000,000	0	0	0	14,000,000	46,966,996	8,000,000	54,966,996
Technology		**173,264,379**	**136,627,930**	**36,636,449**	**3,500,000**	**0**	**0**	**3,500,000**	**6,050,000**	**3,350,000**	**3,350,000**	**16,250,000**	**204,414,379**	**3,600,000**	**208,014,379**
97008	DPW Management Information System	1,450,000	1,135,498	314,502	0	0	0	0	0	100,000	100,000	200,000	1,550,000	100,000	1,650,000
97013	Integrated Financial System	10,897,000	10,896,182	818	0	0	0	0	0	0	0	0	10,897,000	0	10,897,000
97101	HR, Payroll, and Benefit System	15,000,000	12,113,157	2,886,843	0	0	0	0	0	0	0	0	15,000,000	0	15,000,000
97102	Assessment Cluster Workflow System	1,600,000	1,202,533	397,467	0	0	0	0	0	0	0	0	2,600,000	0	2,600,000
97103	eGovernment	4,750,000	4,331,096	418,904	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	7,300,000	0	7,300,000
97104	Disaster Recovery Plan	3,515,000	371,587	3,143,413	0	0	0	0	0	0	0	0	3,515,000	0	3,515,000
97105	Case Management	4,145,000	2,498,531	1,646,469	0	0	0	0	0	0	0	0	4,145,000	0	4,145,000
97108	Vehicle Management Inventory System	270,000	247,964	22,036	0	0	0	0	0	0	0	0	270,000	0	270,000
97109	NIFS Upgrade / ERP System	39,900,000	38,482,551	1,417,449	0	0	0	0	0	0	0	0	50,000,000	0	50,000,000
97112	Student Registration System	6,477,475	5,777,261	700,214	0	0	0	0	0	0	0	0	6,477,475	0	6,477,475

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97113	Departmental Technology Equipment Replaceme	9,550,000	5,911,711	3,638,289	1,000,000	0	0	**1,000,000**	1,000,000	1,000,000	1,000,000	4,000,000	12,550,000	1,000,000	13,550,000
97114	Traffic Parking Violations Agency Computer Syst Replacement	2,050,000	1,707,017	342,983	0	0	0	0	0	0	0	0	2,050,000	0	2,050,000
97117	CAMDR	2,950,000	1,839,584	1,110,416	0	0	0	0	0	500,000	500,000	1,000,000	3,450,000	500,000	3,950,000
97118	Server and Equipment Consolidation	1,635,000	844,977	790,023	0	0	0	0	0	0	0	0	1,635,000	0	1,635,000
97119	Network Infrastructure	10,705,000	9,837,509	867,491	1,500,000	0	0	**1,500,000**	500,000	500,000	500,000	3,000,000	12,205,000	1,500,000	13,705,000
97120	Data Center Storage	1,200,000	1,199,999	1	0	0	0	0	0	0	0	0	1,200,000	0	1,200,000
97121	ADAPT	6,500,000	6,827,518	-327,518	0	0	0	0	0	0	0	0	9,000,000	0	9,000,000
97123	Jail Management System	3,150,000	1,919,615	1,230,385	0	0	0	0	0	0	0	0	3,750,000	0	3,750,000
97124	Integrated Information Management System	2,300,000	1,025,088	1,274,912	0	0	0	0	0	0	0	0	5,500,000	0	5,500,000
97126	Countywide Document Management Program	2,750,000	1,782,067	967,933	0	0	0	0	0	0	0	0	3,000,000	0	3,000,000
97127	No Wrong Door Expansion	6,250,000	1,559,555	4,690,445	0	0	0	0	0	0	0	0	6,250,000	0	6,250,000
97129	Probation Caseload Explorer	750,000	694,925	55,075	0	0	0	0	0	0	0	0	750,000	0	750,000
97130	OSCAR	715,000	2,665	712,335	0	0	0	0	0	0	0	0	715,000	0	715,000
97131	First Responder Support	180,000	0	180,000	0	0	0	0	0	0	0	0	180,000	0	180,000
97132	County Attorney - E-mail Storage	450,000	0	450,000	0	0	0	0	0	0	0	0	750,000	0	750,000
97134	Integrated Voice Response System	500,000	0	500,000	0	0	0	0	0	0	0	0	500,000	0	500,000
97135	VOIP Implementation	3,500,000	1,725,276	1,774,724	0	0	0	0	0	0	0	0	3,500,000	0	3,500,000
97136	HHS Technology Development and Efficiency Pr	3,100,000	1,801,484	1,298,516	500,000	0	0	**500,000**	750,000	750,000	750,000	2,750,000	5,350,000	500,000	5,850,000
97530	GeoBased Mapping & Information System	15,830,000	15,828,699	1,301	0	0	0	0	0	0	0	0	15,830,000	0	15,830,000
97531	Tax Base Growth Management	6,494,904	5,063,881	1,431,023	0	0	0	0	0	0	0	0	6,494,904	0	6,494,904
97532	Systematic Review County Assessment System	4,700,000	0	4,700,000	0	0	0	0	3,300,000	0	0	3,300,000	8,000,000	0	8,000,000
Traffic		156,440,916	99,585,409	56,855,507	14,590,000	0	13,522,000	28,112,000	7,900,000	7,250,000	4,250,000	47,512,000	188,152,916	25,420,000	213,572,916
62017	Traffic Signal Construction & Modification	50,411,981	42,639,561	7,772,420	5,000,000	0	3,000,000	8,000,000	3,250,000	3,250,000	3,250,000	17,750,000	60,161,981	8,000,000	68,161,981

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62023	South Shore Traffic Signal Improvements	4,200,000	0	4,200,000	0	0	0	0	0	0	0	0	4,200,000	0	4,200,000
62153	Federal Aid Durable Marking Program	12,924,000	10,079,462	2,844,538	500,000	0	400,000	900,000	1,000,000	500,000	500,000	2,900,000	14,924,000	900,000	15,824,000
62160	Traffic Computerized Signal System Update	6,479,689	6,796,076	1,683,613	0	0	1,934,000	1,934,000	0	0	0	1,934,000	8,479,689	1,934,000	10,413,689
62161	Old Country Road Signal Heads Phase I	4,035,000	187,758	3,847,242	3,775,000	0	340,000	4,115,000	0	0	0	4,115,000	4,914,000	3,236,000	8,150,000
62162	Old Country Road Signal Heads Phase II	5,172,000	295,478	4,876,522	0	0	0	0	2,700,000	0	0	2,700,000	7,872,000	0	7,872,000
62175	Variable Message Signs Phase I	5,242,500	0	5,242,500	0	0	0	0	0	0	0	0	5,242,500	0	5,242,500
62181	Traffic Signal Communications Phase II	4,130,000	212,465	3,917,535	1,250,000	0	2,480,000	3,730,000	0	0	0	3,730,000	7,860,000	0	7,860,000
62190	Traffic Peninsula Boulevard Signal Head Replac	6,580,000	6,376,653	203,347	0	0	0	0	0	0	0	0	6,580,000	0	6,580,000
62191	Merrick Road Signal Head Replacement	1,000,000	80	999,920	500,000	0	0	500,000	0	0	0	500,000	8,250,000	0	8,250,000
62194	Traffic Management Center Upgrades	225,000	0	225,000	0	0	0	0	0	0	0	0	425,000	0	425,000
62201	Traffic Calming Improvements	200,000	34,443	165,557	250,000	0	0	250,000	0	0	0	250,000	200,000	250,000	450,000
62202	Elmont Road Traffic Safety Improvements	275,000	0	275,000	0	0	0	0	0	0	0	0	275,000	0	275,000
62203	Central Avenue, Valley Stream Traffic Safety Improvements	200,000	5,640	194,360	0	0	0	0	0	0	0	0	200,000	0	200,000
62204	Long Beach Road, Island Park Traffic Safety Improvements	200,000	0	200,000	0	0	0	0	0	0	0	0	200,000	0	200,000
62207	Jerusalem Avenue, Uniondale Safety Improveme	0	0	0	250,000	0	0	250,000	0	0	0	250,000	0	250,000	250,000
62208	Roslyn Road and Old Country Road Traffic Modifications	0	0	0	0	0	0	0	300,000	3,000,000	0	3,300,000	0	3,300,000	3,300,000
62271	Signal System Operation Phase I	1,025,000	884,452	140,548	0	0	0	0	0	0	0	0	1,025,000	0	1,025,000
62272	Signal System Operation Phase II	1,450,800	1,147,644	303,156	0	0	0	0	0	0	0	0	1,450,800	0	1,450,800
62313	Traffic Sign Replacement - Phase V	4,225,000	2,275,670	1,949,330	0	0	-1,700,000	-1,700,000	0	0	0	-1,700,000	4,225,000	0	4,225,000
62454	Traffic Computerized Signal (Central Ave/Rockav Turnpike)	25,926,946	21,850,576	4,076,370	0	0	0	0	0	0	0	0	26,126,946	0	26,126,946
62455	Traffic Signal Expansion Phase V	6,835,000	442,131	6,392,869	0	0	533,000	533,000	0	0	0	533,000	7,368,000	0	7,368,000
62456	Traffic Signal Expansion Phase VI	3,219,000	249,897	2,969,103	0	0	2,200,000	2,200,000	0	0	0	2,200,000	6,189,000	0	6,189,000
62457	Traffic Signal Expansion Phase IX	450,000	0	450,000	0	0	0	0	150,000	0	0	150,000	450,000	150,000	600,000

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62459	Traffic Signal Expansion Phase III	0	0	0	1,500,000	0	4,200,000	5,700,000	0	0	0	5,700,000	0	5,700,000	5,700,000
62500	Traffic Studies	2,250,000	1,833,938	416,062	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	3,750,000	500,000	4,250,000
62550	Traffic Signal Management System	1,530,000	1,266,733	263,267	400,000	0	0	400,000	0	0	0	400,000	1,530,000	400,000	1,930,000
62562	Incident Management Phase II	2,080,000	1,585,853	494,147	0	0	0	0	0	0	0	0	2,080,000	0	2,080,000
62563	Incident Management Phase III	2,080,000	1,204,446	875,554	0	0	0	0	0	0	0	0	2,080,000	0	2,080,000
62564	Incident Management Phase IV	2,094,000	216,453	1,877,547	0	0	0	0	0	0	0	0	2,094,000	0	2,094,000
62900	Baldwin Complete Streets	0	0	0	665,000	0	135,000	800,000	0	0	0	800,000	0	800,000	800,000
Transportation		41,662,351	22,380,328	19,282,023	3,350,000	0	800,000	4,150,000	2,700,000	4,500,000	4,000,000	15,350,000	66,625,538	7,800,000	74,425,538
91051	MTALIB 2006 FTA Grant Sect 5307 NY90-XX	2,030,000	1,495,691	534,309	0	0	0	0	0	0	0	0	2,030,000	0	2,030,000
91056	MTALIB 2008 FTA Grant Sect 5307 NY90-XX	2,125,500	1,371,234	754,266	0	0	0	0	0	0	0	0	2,125,500	0	2,125,500
91058	MTALIB 2009 FTA Grant Sect 5307 NY90-XX	2,027,500	1,894,950	132,550	0	0	0	0	0	0	0	0	2,027,500	0	2,027,500
91060	MTALIB 2010 FTA Grant Sect 5307 NY90-XX	2,120,000	818,441	1,301,559	0	0	0	0	0	0	0	0	2,120,000	0	2,120,000
91080	NICE - Alternative Fuel Buses	3,479,442	646,945	2,832,497	0	0	0	0	0	0	0	0	3,479,442	0	3,479,442
91081	NICE - Grant Match	1,000,000	1,000,000	0	0	0	0	0	0	0	0	0	1,000,000	0	1,000,000
91082	NICE - Grant Match	655,313	0	655,313	100,000	0	0	100,000	0	0	0	100,000	1,002,000	0	1,002,000
91083	NICE - Grant Match	5,000,000	202,419	4,797,581	0	0	0	0	0	0	0	0	5,000,000	0	5,000,000
91084	NICE - Grant Match	650,000	0	650,000	1,500,000	0	0	1,500,000	0	0	0	1,500,000	5,806,500	0	5,806,500
91086	NICE - Grant Match	0	0	0	0	0	0	0	2,700,000	0	0	2,700,000	6,930,000	0	6,930,000
91087	NICE - Grant Match	0	0	0	1,750,000	0	0	1,750,000	0	0	0	1,750,000	4,980,000	0	4,980,000
91088	NICE - Matching Grant	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000	7,000,000	0	7,000,000
91091	Nassau Hub Study	10,074,596	8,736,420	1,338,176	0	0	0	0	0	0	0	0	10,074,596	0	10,074,596
91092	County Wide Planning Initiative and Study	2,150,000	1,105,324	1,044,676	0	0	0	0	0	0	0	0	2,450,000	0	2,450,000
91200	Bus Fleet Refurbishment	250,000	0	250,000	0	0	0	0	0	0	0	0	500,000	0	500,000

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92029	Hub Reuse EIS	8,100,000	5,108,904	2,991,096	0	0	0	0	0	0	0	0	8,100,000	0	8,100,000
92033	Hub Development Fund	2,000,000	0	2,000,000	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
92034	Baldwin Downtown Corridor Resiliency Study	0	0	0	0	0	800,000	800,000	0	0	0	800,000	0	800,000	800,000
92035	Nassau Hub Transit Initiative - Final Design	0	0	0	0	0	0	0	0	3,000,000	4,000,000	7,000,000	0	7,000,000	7,000,000
Building Consolidation Program		**195,160,795**	**185,164,224**	**9,996,571**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**198,160,795**	**0**	**198,160,795**
BCP		**195,160,795**	**185,164,224**	**9,996,571**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**198,160,795**	**0**	**198,160,795**
90230	County Office Campus Construction	119,400,000	111,468,083	7,931,917	0	0	0	0	0	0	0	0	121,400,000	0	121,400,000
90230P	Police and Fire Communications Center	75,760,795	73,696,141	2,064,654	0	0	0	0	0	0	0	0	76,760,795	0	76,760,795
Sewer and Storm Water Resource District		**1,330,323,019**	**486,515,504**	**843,807,515**	**83,420,809**	**0**	**163,015,575**	**246,436,384**	**105,000,000**	**88,300,000**	**13,750,000**	**453,486,384**	**1,892,968,019**	**101,736,384**	**1,994,704,403**
Collection		**152,711,337**	**69,303,319**	**83,408,018**	**30,250,000**	**0**	**20,500,000**	**50,750,000**	**29,500,000**	**21,500,000**	**250,000**	**102,000,000**	**222,611,337**	**32,500,000**	**255,111,337**
30051	SD2 Interceptor Corrosion Survey & Rehabilitatio	6,510,000	4,920,850	1,589,150	0	0	0	0	0	0	0	0	6,760,000	0	6,760,000
33991	Health Dept Birches Sewage Collection System	14,959,931	12,167,393	2,792,538	0	0	0	0	0	0	0	0	14,959,931	0	14,959,931
33992	Hempstead Harbor Sewer Study	2,000,000	0	2,000,000	0	0	0	0	10,000,000	5,000,000	0	15,000,000	17,000,000	0	17,000,000
33993	Seacliff Sewers	0	0	0	4,000,000	0	0	4,000,000	0	0	0	4,000,000	0	4,000,000	4,000,000
35101	Lateral Sewer Repair	3,850,000	2,756,313	1,093,687	0	0	0	0	0	0	0	0	4,000,000	0	4,000,000
35107	East Hills Pump Station Improvements	3,250,000	2,434,091	815,909	0	0	0	0	0	0	0	0	3,250,000	0	3,250,000
35109	Force Mains/Pump Stations Long Beach	4,241,406	0	4,241,406	500,000	0	0	500,000	0	0	0	500,000	4,241,406	500,000	4,741,406
35110	Force Mains/Pump Stations Cedarhurst/Lawrenc	28,200,000	26,496,302	1,703,698	4,000,000	0	0	4,000,000	0	0	0	4,000,000	28,200,000	4,000,000	32,200,000
3P309	Ray Street Pump Station Improvement	7,750,000	6,600,042	1,149,958	0	0	0	0	0	0	0	0	7,750,000	0	7,750,000
3P311	Pump Station Rehabilitation	76,000,000	11,476,089	64,523,911	0	0	20,500,000	20,500,000	0	0	0	20,500,000	76,000,000	20,500,000	96,500,000

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3P312	Pump Station Upgrades	1,000,000	0	1,000,000	21,250,000	0	0	21,250,000	19,000,000	16,000,000	0	56,250,000	54,000,000	3,250,000	57,250,000
98041	SSW Motorized Equipment Replacement	4,700,000	2,452,239	2,247,761	250,000	0	0	250,000	250,000	250,000	250,000	1,000,000	5,450,000	250,000	5,700,000
98042	SSW Motorized Equipment Refurbishment	250,000	0	250,000	250,000	0	0	250,000	250,000	250,000	0	750,000	1,000,000	0	1,000,000
Disposal		**1,109,923,565**	**379,733,428**	**730,190,137**	**47,800,000**	**0**	**132,000,000**	**179,800,000**	**63,050,000**	**59,550,000**	**11,250,000**	**313,650,000**	**1,576,283,565**	**56,350,000**	**1,632,633,565**
35100	Bay Park & Cedar Creek Digester Rehabilitation	40,000,000	17,050,736	22,949,264	0	0	0	0	0	0	0	0	40,000,000	0	40,000,000
35102	SSW Buildings Roof Repair	3,500,000	1,087,850	2,412,150	0	0	0	0	500,000	0	0	500,000	4,500,000	0	4,500,000
35108	SSW Building Improvements	4,300,000	2,648,980	1,651,020	250,000	0	0	250,000	250,000	250,000	250,000	1,000,000	5,050,000	250,000	5,300,000
35114	Wastewater Facilities Improvements	43,155,000	37,947,091	5,207,909	13,000,000	0	0	13,000,000	12,000,000	11,800,000	10,000,000	46,800,000	58,155,000	31,800,000	89,955,000
35115	Wastewater Facilities Master Plan Design Improvements	750,000	112,283	637,717	0	0	0	0	0	0	0	0	750,000	0	750,000
35116	Wastewater Facilities Odor Control Improvement	29,000,000	29,499,389	-499,389	2,300,000	0	0	2,300,000	0	0	0	2,300,000	30,000,000	1,300,000	31,300,000
35117	Wastewater Facilities Security Improvements	10,500,000	737,824	9,762,176	0	0	0	0	6,250,000	6,250,000	0	12,500,000	10,500,000	12,500,000	23,000,000
35118	Water/Wastewater Facilities Requirements	1,500,000	983,139	516,861	250,000	0	0	250,000	250,000	1,000,000	1,000,000	2,500,000	3,000,000	1,000,000	4,000,000
35121	Wastewater Facilities Storm Restoration	150,745,000	67,223,379	83,521,621	0	0	132,000,000	132,000,000	0	0	0	132,000,000	449,255,000	0	449,255,000
35123	Superstorm Sandy Repair and Mitigation - Bay P STP and Countywide Collection	463,726,221	79,367,119	384,359,102	0	0	0	0	0	0	0	0	463,726,221	0	463,726,221
35124	Sandy Mitigation and Hardening Phase II	150,000,000	0	150,000,000	0	0	0	0	0	0	0	0	150,000,000	0	150,000,000
35130	Countywide Collection and Disposal System Upg	0	0	0	**3,500,000**	**0**	**0**	**3,500,000**	**3,500,000**	**0**	**0**	**7,000,000**	**0**	**7,000,000**	**7,000,000**
3B116	Bay Park Outfall District Structure Pipeline Rehabilitation	52,038,393	304,758	51,733,635	0	0	0	0	0	0	0	0	52,038,393	0	52,038,393
3B117	Bay Park Influent Pumping System Upgrade	11,505,000	11,277,936	227,064	0	0	0	0	0	0	0	0	11,505,000	0	11,505,000
3B119	Bay Park Various Buildings and Equipment Modifications	28,749,719	27,393,920	1,355,799	0	0	0	0	0	0	0	0	28,749,719	0	28,749,719
3B120	Bay Park Preliminary Treatment Modifications	35,060,411	35,100,355	-39,944	8,000,000	0	0	8,000,000	0	0	0	8,000,000	43,060,411	0	43,060,411
3C057	Cedar Creek Sludge Dewatering Facility Improve	41,167,298	40,646,742	520,556	0	0	0	0	0	0	0	0	41,167,298	0	41,167,298
3C067	Cedar Creek Equipment Replacement	44,226,523	28,351,927	15,874,596	20,500,000	0	0	20,500,000	10,000,000	5,000,000	0	35,500,000	77,226,523	2,500,000	79,726,523
99999	Undetermined SSW Project Improvements	0	0	0	0	0	0	0	30,300,000	35,250,000	0	65,550,000	107,600,000	0	107,600,000

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Storm Water		67,688,117	37,478,757	30,209,360	5,370,809	0	10,515,575	15,886,384	12,450,000	7,250,000	2,250,000	37,836,384	94,073,117	12,886,384	106,959,501
35103	Various County Parks Pond/Bulkhead Replaceme	1,187,500	766,709	420,791	0	0	0	0	0	0	0	0	1,837,500	0	1,837,500
35104	Whitney Drain Rehabilitation	3,300,000	313,925	2,986,075	0	0	0	0	0	0	0	0	3,300,000	0	3,300,000
35106	Rehabilitation of Various Public Works Waterbod	11,758,467	7,830,499	3,927,968	0	0	0	0	0	0	0	0	11,758,467	0	11,758,467
35112	Mosquito Control Plan	1,075,000	250,932	824,068	0	0	0	0	200,000	0	0	200,000	1,275,000	0	1,275,000
60046	Fencing at Drainage Facilities Replacement	600,000	599,999	1	0	0	0	0	0	0	0	0	600,000	0	600,000
80014	Massapequa Creek Stream Flow Improvement	10,251,641	9,738,229	513,412	0	0	0	0	0	0	0	0	10,251,641	0	10,251,641
80016	Stream and Wetlands Restoration	3,715,000	442,205	3,272,795	0	0	0	0	0	0	0	0	4,500,000	0	4,500,000
80019	Storm Water Pump Stations Construction	6,100,000	590,117	5,509,883	0	0	0	0	0	0	0	0	6,100,000	0	6,100,000
80042	Groundwater Studies	1,125,000	0	1,125,000	0	0	0	0		0	0		1,125,000	0	1,125,000
82001	Drainage Stream Corridors Reconstruction	7,798,734	5,323,295	2,475,439	0	0	0	0	1,000,000	1,000,000	1,000,000	3,000,000	9,798,734	1,000,000	10,798,734
82008	Rehabilitation of Storm Water Basins	11,465,326	6,241,782	5,223,544	0	0	0	0	1,000,000	1,000,000	1,000,000	3,000,000	13,465,326	1,000,000	14,465,326
82009	Drainage Facilities Sidewalk Rehabilitation	1,600,000	656,844	943,156	0	0	0	0	0	0	0	0	1,600,000	0	1,600,000
82010	Implementation of Storm Water Management Pro	5,711,449	4,724,221	987,228	250,000	0	0	250,000	250,000	250,000	250,000	1,000,000	6,461,449	250,000	6,711,449
82014	Horse Brook Drainage Improvements	2,000,000	0	2,000,000	5,000,000	0	0	5,000,000	10,000,000	5,000,000	0	20,000,000	22,000,000	0	22,000,000
82015	Five Towns Drainage Improvements	0	0	0	120,809	0	1,085,575	1,206,384	0	0	0	1,206,384	0	1,206,384	1,206,384
82016	Barnum Island/Harbor Isle Drainage Improvemen	0	0	0	0	0	5,900,000	5,900,000	0	0	0	5,900,000	0	5,900,000	5,900,000
82017	Bay Park/ East Rockaway Drainage Improvement	0	0	0	0	0	3,380,000	3,380,000	0	0	0	3,380,000	0	3,380,000	3,380,000
82018	Lawson Avenue, East Rockaway Backflow Prever	0	0	0	0	0	150,000	150,000	0	0	0	150,000	0	150,000	150,000
Environmental Bond Act		153,671,500	144,398,188	9,273,312	0	0	0	0	0	0	0	0	153,671,500	0	153,671,500
Environmental Bond Act		153,671,500	144,398,188	9,273,312	0	0	0	0	0	0	0	0	153,671,500	0	153,671,500
9E100	Environmental Bond Act - 2004	51,525,000	47,957,221	3,567,779	0	0	0	0	0	0	0	0	51,525,000	0	51,525,000

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9E200	Environmental Bond Act - 2006	102,146,500	96,440,967	5,705,533	0	0	0	0	0	0	0	0	102,146,500	0	102,146,500

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6

54-16

Nassau County

Department of Public Works

Staff Summary

Subject 2016 – 2019 Capital Plan Resolution	Date: January 25, 2016
Department Public Works	Vendor Name N/A
Department Head Name Shila Shah-Gavnoudias	Contract Number N/A
Department Head Signature	Contract Manager Name N/A
Project Manager Name Chris Yansick	

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
SS 1/25/16	Dept. Head	1/29/16	Counsel to C.E.
	Budget		County Atty.
1/29/16	Deputy C.E.		County Exec.

Purpose:

This 2016 Capital Budget Ordinance and 2016-2019 Capital Plan resolution is being submitted pursuant to the provisions of Section 310 of the County Government law of Nassau County

Discussion:

This submission highlights the projects that are contained in the 2016 Capital Budget and 2016-2019 Capital Improvement Plan. The proposed 2016 Capital Budget has a general fund county debt total of $115,344,482. Including non-county funding there is an additional $13,508,337 which brings the total 2016 general fund budget to $128,852,819. There are no new general capital fund projects in the 2016 Capital Budget.

The proposed 2016 Capital Budget for the Sewer and Storm Water District has a total budget of $74,700,000, all of which will be funded via bond proceeds. There are no new sewer and storm water fund projects in the 2016 Capital Budget.

Bond Ordinance:

Not applicable

Impact on Funding:

The 2016 Capital Budget is as follows:

General fund debt total is $115,344,482.
General fund non county total is $13,508,337.
Sewer and Storm Water District debt is $74,700,000.

Recommendation:

Approve as submitted.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 29 P 1:41

Revised 2/20/02

County of Nassau
Inter-Departmentai Memo

To: **Clerk of the County Legislature**

From: **County Attorney**

Date: **January 28, 2016**

Subject: **RESOLUTION - ORIG. DEPT. – Public Works**

A RESOLUTION to adopt the four-year capital plan for the County of Nassau, to commence on January 1, 2016, pursuant to the provisions of section 310 of the County Government Law of Nassau County.

The above-described document attached hereto is forwarded for your review and approval and subsequent transmittal to the County Legislature for inclusion upon its calendar.

CARNELL T. FOSKEY
County Attorney

By: Samantha A. Goetz
Deputy County Attorney
Appeals

Attachments

RESOLUTION NO. - 2016

A RESOLUTION to adopt the four-year capital plan for the County of Nassau, to commence on January 1, 2016, pursuant to the provisions of section 310 of the County Government Law of Nassau County.

APPROVED AS TO FORM
Deputy County Attorney

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 29 P 1:41

WHEREAS, section 310 of the County Government Law of Nassau County requires the County Executive to submit to the Nassau County Legislature ("County Legislature") a proposed four-year Capital Plan ("Capital Plan"), the first year of which shall be referred to as the Proposed Capital Budget ("Proposed Capital Budget"); and

WHEREAS, on the_____ day of _____, 2016, the County Executive filed with the Clerk of the County Legislature three (3) copies of such Capital Plan and Proposed Capital Budget, together with his capital budget message ("Capital Budget Message") including a summary and explaining the main features of the Proposed Capital Budget; and

WHEREAS, the County Executive subsequently filed with the Clerk of the County Legislature the instant amendment in the nature of substitution to the Capital Plan and Proposed Capital Budget; and

WHEREAS, such Capital Plan includes, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, details, descriptions and projections of proposed capital programs, projects and activities, as well as descriptions and projections regarding all of the proposed funding sources for each capital program, project or activity contained in the Capital Plan; and

WHEREAS, such Capital Plan also includes, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, a report on the outstanding indebtedness of the County and of the Nassau County Interim Finance Authority, a report on previously approved capital programs, projects and activities which have not been completed, a report on authorized but unissued serial bonds, and projections of the County's outstanding indebtedness assuming completion of pending capital programs, projects and activities and assuming authorization and financing of all proposed capital programs, projects and activities included in such Capital Plan; and

WHEREAS, the County Executive has, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, submitted along with such Capital Plan a Proposed Capital Budget, including a listing of the capital programs, projects and activities, other than judgments and settlements, which are proposed to be authorized in the first year of the four-year capital plan and the cost estimates associated therewith; and

WHEREAS, the County Legislature has, pursuant to subdivision b of section 310 of the County Government Law of Nassau County, made such Capital Plan and Capital Budget Message relating to the Proposed Capital Budget available for public inspection and purchase; now, therefore, be it

RESOLVED, in accordance with the proposed four-year Capital Plan and Capital Budget filed by the County Executive with the Clerk of the County Legislature on the_____ day of _____, 2016, and such changes as have been recommended by the County Legislature, that the capital programs, projects and activities, other than judgments and settlements, identified in Appendix A attached hereto and incorporated herein, are hereby approved and adopted by the County Legislature as the Capital Plan of the County of Nassau for the fiscal years beginning January 1, 2016, and ending December 31, 2019; and be it further

RESOLVED that this resolution, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said resolution without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said resolution is passed by the affirmative vote of a majority of said Legislature.

APPENDIX A

		Proposed												
		FY 2015 Carry Forward			FY 2015 New Budget				Capital Plan				Capital Authorization		
		Cumulative Budget (Pre 2016 Budget)	Expenditures Through 2015	Carry Forward*	2016 County Debt	2016 County Self-Funding	2016 Non-County	2016 TOTAL	2017	2018	2019	FY 2016 - FY 2019	Previously Authorized	New Auth Required	Total Authorization
General Capital		2,110,573,155	1,469,379,942	641,193,213	115,344,482	0	13,508,337	128,852,819	105,569,272	73,467,478	65,325,000	373,234,569	2,608,394,813	107,942,926	2,716,337,739
Buildings		306,776,502	199,480,559	107,295,943	11,704,482	0	0	11,704,482	13,269,272	14,037,478	7,850,000	46,861,232	382,405,276	7,600,000	390,005,276
90023	Various County Buildings Backflow Prevention	5,365,781	3,420,273	1,945,508	0	0	0	0	0	0	0	0	5,365,782	0	5,365,782
90025	Rehabilitation of Aquatic Center Building	49,000,000	19,236,425	29,763,575	0	0	0	0	0	0	0	0	54,000,000	0	54,000,000
90026	Exterior Renovation of 240 Old Country	1,250,000	421	1,249,579	0	0	0	0	0	0	0	0	4,750,000	0	4,750,000
90027	240 Old Country Road HVAC Improvements	4,850,000	588,881	4,261,119	0	0	0	0	0	0	0	0	6,350,000	0	6,350,000
90031	Records Center Renovation	0	0	0	1,354,482	0	0	1,354,482	5,169,272	5,937,478	0	12,461,232	12,461,232	0	12,461,232
90033	BOE Building Upgrades	2,100,000	51,818	2,048,182	0	0	0	0	0	0	0	0	2,100,000	0	2,100,000
90375	Emergency Work at DPW Garages	2,845,000	1,446,186	1,398,814	0	0	0	0	0	0	0	0	2,845,000	0	2,845,000
90400	Various County Facilities - General Construction	17,450,000	11,664,580	5,785,420	1,000,000	0	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	20,450,000	1,000,000	21,450,000
90401	Various County Facilities - Electrical Construction	8,400,000	7,445,960	954,040	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	9,900,000	500,000	10,400,000
90402	Various County Facilities - HVAC Construction	10,050,000	7,135,440	2,914,560	750,000	0	0	750,000	750,000	750,000	750,000	3,000,000	12,300,000	750,000	13,050,000
90403	Various County Facilities - Plumbing Construction	4,750,000	3,069,162	1,680,838	250,000	0	0	250,000	250,000	250,000	250,000	1,000,000	5,500,000	250,000	5,750,000
90404	Various County Facilities – Fire Alarm/Protection Security Systems	3,000,000	1,910,747	1,089,253	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	4,500,000	500,000	5,000,000
90405	Various County Facilities - Demolition	3,000,000	1,289	2,998,711	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	4,500,000	500,000	5,000,000
90406	Various County Facilities - Design	500,000	279,883	220,117	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	2,000,000	500,000	2,500,000
90611	Various County Court Facilities Renovation	16,038,239	4,177,752	11,860,487	0	0	0	0	0	0	0	0	16,038,239	0	16,038,239
90612	Generator Upgrade - Various Buildings	3,800,000	2,554,299	1,245,701	0	0	0	0	0	0	0	0	3,800,000	0	3,800,000
90617	Various County Buildings Electric Service & Engineering Upgrade	6,275,023	5,770,390	504,633	0	0	0	0	0	0	0	0	8,275,023	0	8,275,023
90618	Various County Buildings Roof Renovation	16,400,000	14,283,267	2,116,733	2,000,000	0	0	2,000,000	2,000,000	2,000,000	2,000,000	8,000,000	24,400,000	2,000,000	26,400,000
90622	Hempstead Garage Improvements	21,000,000	19,912,185	1,087,815	750,000	0	0	750,000	0	0	0	750,000	23,950,000	0	23,950,000
90625	Various Asbestos & Lead Abatement	5,870,000	5,137,228	732,772	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	7,370,000	500,000	7,870,000
90629	Various County Fuel Station Upgrades	3,000,000	0	3,000,000	0	0	0	0	250,000	250,000	0	500,000	3,500,000	0	3,500,000

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****New Projects that are proposed to be part of the 2016 Capital Budget and 2016 - 2019 CIP are bolded.**

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90632	Family & Matrimonial Court	94,000,000	71,541,879	22,458,121	0	0	0	0	0	0	0	0	112,000,000	0	112,000,000
90634	Nassau Coliseum Emergency Repairs	5,650,000	4,201,368	1,448,632	0	0	0	0	0	0	0	0	6,800,000	0	6,800,000
90636	Warehouse and Staging Area	6,250,000	4,229,655	2,020,345	0	0	0	0	0	0	0	0	6,250,000	0	6,250,000
90637	Nassau County Department of Public Works Mat Testing Laboratory	1,200,000	148,128	1,051,872	1,300,000	0	0	1,300,000	0	0	0	1,300,000	4,300,000	0	4,300,000
90638	Nassau County Housing Improvements	0	0	0	1,800,000	0	0	1,800,000	1,100,000	1,100,000	1,100,000	5,100,000	4,000,000	1,100,000	5,100,000
90639	Data Center Fire Suppression System	850,000	0	850,000	0	0	0	0	0	0	0	0	850,000	0	850,000
90981	Americans/Disabilities Act - Phase II (Constructio	11,882,456	9,273,343	2,609,116	0	0	0	0	250,000	250,000	250,000	750,000	13,850,000	0	13,850,000
Equipment		82,003,884	47,794,043	34,209,841	6,600,000	0	1,335,119	7,935,119	7,350,000	7,100,000	7,125,000	29,510,119	105,236,884	8,210,119	113,447,003
11511	Health Department Equipment Replacement	1,408,924	1,259,411	149,513	0	0	0	0	250,000	0	0	250,000	1,658,924	0	1,658,924
98060	Road Maintenance Equipment Replacement	19,300,000	15,844,660	3,455,340	1,600,000	0	0	1,600,000	1,600,000	1,600,000	1,600,000	6,400,000	24,100,000	1,600,000	25,700,000
98062	Automation of Fuel Sites and Vehicles	1,250,000	1,156,612	93,388	0	0	0	0	0	0	0	0	1,250,000	0	1,250,000
98063	DPW Fleet Service Equipment	1,250,000	225,643	24,357	0	0	0	0	0	0	250,000	250,000	250,000	250,000	500,000
98064	Road Maintenance Equipment Refurbishment	250,000	0	250,000	0	0	0	0	0	0	0	0	500,000	0	500,000
98092	Snow Removal Truck Replacement	13,150,000	10,676,461	2,473,539	1,000,000	0	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	16,150,000	1,000,000	17,150,000
98105	Fleet Management Life Cycle Vehicle Replaceme	19,060,237	11,210,443	7,849,794	3,750,000	0	1,335,119	5,085,119	3,750,000	3,750,000	3,750,000	16,335,119	30,310,237	5,085,119	35,395,356
98180	Mosquito Control Equipment	3,001,098	2,361,382	639,716	250,000	0	0	250,000	250,000	250,000	250,000	1,000,000	3,751,098	250,000	4,001,098
98340	Printing Equipment Replacement Project	2,010,000	994,198	1,015,802	0	0	0	0	250,000	250,000	25,000	525,000	2,510,000	25,000	2,535,000
98341	Office Equipment Replacement Program	2,850,000	2,747,417	102,583	0	0	0	0	250,000	250,000	250,000	750,000	4,500,000	0	4,500,000
98342	Field Data Inspection Modernization	450,000	0	450,000	0	0	0	0	0	0	0	0	650,000	0	650,000
98343	BOE Voting Machine Upgrade	18,773,625	1,152,631	17,620,994	0	0	0	0	0	0	0	0	19,356,625	0	19,356,625
98344	Public Works Lab Equipment	250,000	165,185	84,815	0	0	0	0	0	0	0	0	250,000	0	250,000
Infrastructure		414,737,759	280,610,851	134,126,908	16,650,000	0	7,063,218	23,713,218	19,150,000	8,250,000	8,250,000	59,363,218	528,974,680	24,513,218	553,487,898

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63029	Bridge Rehabilitation Program	20,850,000	6,016,956	14,833,044	0	0	0	0	0	0	0	0	22,350,000	8,500,000	30,850,000
63031	Bridge Painting Program	12,571,795	3,338,106	9,233,689	0	0	0	0	0	0	0	0	18,971,795	0	18,971,795
63400	Civil Site Studies	4,000,000	1,173,099	2,826,901	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	5,500,000	500,000	6,000,000
66016	Countywide Tree Management Program	4,100,000	3,238,463	861,537	300,000	0	0	300,000	300,000	300,000	300,000	1,200,000	5,000,000	300,000	5,300,000
66017	Countywide Fencing Improvements	1,300,000	115,592	1,184,408	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	5,800,000	0	5,800,000
66050	Requirements Contract Curbs and Sidewalks	5,369,436	2,616,891	2,752,545	100,000	0	0	100,000	100,000	100,000	100,000	400,000	5,669,436	100,000	5,769,436
66051	Pedestrian Accessibility	0	0	0	0	0	0	0							
66302	Requirements Contract Roads/Drainage/Bridge/J	21,750,000	16,226,404	5,523,596	0	0	163,218	163,218	500,000	500,000	500,000	1,663,218	22,750,000	663,218	23,413,218
66305	Long Beach Parking Mall Improvements	1,750,000	1,732,511	17,489	0	0	0	0	0	0	0	0	1,750,000	0	1,750,000
66306	Various County Parking Lot Refurbishment	1,000,000	928,766	71,234	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	3,000,000	0	3,000,000
70040	NCC Life Science Building	40,000,000	39,781,782	218,218	0	0	0	0	0	0	0	0	40,000,000	0	40,000,000
70042	NCC Master Plan Construction	62,630,430	64,227,739	-1,597,309	0	0	0	0	0	0	0	0	80,900,351	0	80,900,351
70050	NCC Master Plan Phase II Construction	5,973,500	5,009,804	963,696	0	0	0	0	0	0	0	0	11,310,500	0	11,310,500
70060	NCC Energy Initiative	12,000,000	6,322,059	5,677,941	0	0	0	0	0	0	0	0	12,310,000	0	12,310,000
70065	NCC Refurbishment of Plaza	9,400,000	9,398,752	1,248	0	0	0	0	0	0	0	0	9,400,000	0	9,400,000
70071	NCC Tennis Courts	0	0	0	0	0	0	0	0	0	0	0	400,000	0	400,000
70073	NCC Fire Alarm Upgrade	6,885,000	2,717,025	4,167,975	0	0	0	0	0	0	0	0	6,885,000	0	6,885,000
70074	NCC Rehabilitation Water Damaged Buildings Ph	5,306,000	3,855,050	1,451,950	0	0	0	0	0	0	0	0	5,328,000	0	5,328,000
70080	NCC Security System Expansion	1,500,000	1,030,247	469,753	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
70084	NCC Health & Safety	3,870,000	2,986,978	883,022	0	0	0	0	0	0	0	0	3,870,000	0	3,870,000
70086	NCC West/South Campus Parking Lot Rehab	14,550,000	11,593,816	2,956,184	0	0	0	0	0	0	0	0	14,550,000	0	14,550,000
70087	NCC Renovation of Building V	650,000	0	650,000	0	0	0	0	0	0	0	0	650,000	0	650,000
70088	NCC Renovation of Cluster C	8,950,000	968,548	7,981,452	4,000,000	0	4,000,000	8,000,000	0	0	0	8,000,000	16,950,000	0	16,950,000

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70089	NCC Space Consolidation	11,000,000	9,223,387	1,776,613	0	0	0	0	0	0	0	0	11,000,000	0	11,000,000
70091	NCC Public Safety Offices	1,000,000	774,913	225,087	0	0	0	0	0	0	0	0	1,000,000	0	1,000,000
70092	NCC Road and Parking Paving	5,400,000	2,820,171	2,579,829	0	0	0	0	0	0	0	0	5,400,000	0	5,400,000
70093	NCC Window Replacement	7,200,000	1,678,863	5,521,137	0	0	0	0	0	0	0	0	7,200,000	0	7,200,000
70094	NCC Performing Arts Center	2,250,000	186,390	2,063,610	2,000,000	0	2,000,000	4,000,000	10,000,000	0	0	14,000,000	45,100,000	0	45,100,000
70095	NCC Library Renovation (Design)	4,000,000	1,033,579	2,966,421	0	0	0	0	500,000	0	0	500,000	4,500,000	0	4,500,000
70096	NCC Infrastructure and Master Plan	2,500,000	675,621	1,824,379	0	0	0	0	0	0	0	0	2,500,000	0	2,500,000
70097	NCC Elevator Restorations	4,000,000	1,144,122	2,855,878	0	0	0	0	0	0	0	0	4,000,000	0	4,000,000
70098	NCC Information Technology Infrastructure	6,200,000	927,201	5,272,799	900,000	0	900,000	1,800,000	0	0	0	1,800,000	8,000,000	0	8,000,000
70099	NCC Physical Plant Vehicles	600,000	202,875	397,125	0	0	0	0	0	0	0	0	600,000	0	600,000
70100	NCC Foundation House	120,000	2,349	117,651	0	0	0	0	0	0	0	0	120,000	0	120,000
70101	NCC IT Infrastructure and Equipment Upgrades	1,000,000	0	1,000,000	0	0	0	0	0	0	0	0	1,000,000	0	1,000,000
70102	NCC Various Security Upgrades	1,400,000	0	1,400,000	0	0	0	0	0	0	0	0	1,400,000	0	1,400,000
70103	NCC Various Facility Upgrades	760,000	0	760,000	0	0	0	0	0	0	0	0	760,000	0	760,000
70104	NCC Infrastructure Repair	1,500,000	745,643	754,357	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
70105	NCC Various Facility Upgrades Phase II	500,000	0	500,000	0	0	0	0	0	0	0	0	500,000	0	500,000
70106	NCC Academic Department Renovations	1,500,000	0	1,500,000	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
70107	NCC Concrete Repair	1,200,000	0	1,200,000	0	0	0	0	0	0	0	0	1,200,000	0	1,200,000
70108	NCC ADA Compliance	1,200,000	0	1,200,000	0	0	0	0	0	0	0	0	1,200,000	0	1,200,000
70109	NCC - Property Transfer	2,000,000	0	2,000,000	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
70110	NCC Medical Technologies	500,000	0	500,000	0	0	0	0	0	0	0	0	500,000	0	500,000
70111	NCC Building Improvements	5,000,000	2,463,696	2,536,304	0	0	0	0	0	0	0	0	5,000,000	0	5,000,000
81011	Hazardous Waste Response Fund Phase II	23,077,817	17,284,156	5,793,661	0	0	0	0	150,000	0	0	150,000	23,227,817	6,600,000	29,827,817

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81060	County Storage Tank Replacement Program	18,846,840	14,678,650	4,168,190	2,150,000	0	0	2,150,000	150,000	150,000	150,000	2,600,000	19,296,840	2,150,000	21,446,840
91077	Pedestrian and Bicycle Pathway	6,307,500	4,636,055	1,671,445	0	0	0	0	0	0	0	0	6,307,500	0	6,307,500
91078	Westbury/New Castle Shared Multi Use Path Acc Eisenhower Park and Active Transportation	2,000,000	0	2,000,000	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
91079	Motor Parkway Multi-Use Trail	2,275,000	0	2,275,000	0	0	0	0	0	0	0	0	2,275,000	0	2,275,000
92026	Veterans Memorial Coliseum Committee Study	500,000	397,229	102,771	0	0	0	0	0	0	0	0	500,000	0	500,000
92030	Nassau Hub Energy Study	130,000	240	129,760	0	0	0	0	0	0	0	0	830,000	0	830,000
92036	Disparity Study	0	0	0	0	0	0	0							
99205	Community Revitalization Program	3,060,951	2,937,084	123,867	0	0	0	0	0	0	0	0	3,060,951	0	3,060,951
99206	Various County Projects	47,600,000	32,864,580	14,735,420	5,700,000	0	0	5,700,000	5,700,000	5,700,000	5,700,000	22,800,000	64,700,000	5,700,000	70,400,000
99300	Engineering Documents Record Consolidation	200,000	114,212	85,788	0	0	0	0	0	0	0	0	200,000	0	200,000
99502	Countywide Green Initiative	5,501,490	2,540,247	2,961,243	0	0	0	0	250,000	0	0	250,000	5,751,490	0	5,751,490
Parks		**176,181,064**	**122,384,833**	**53,796,231**	**10,250,000**	**0**	**350,000**	**10,600,000**	**3,500,000**	**2,250,000**	**2,250,000**	**18,600,000**	**205,946,952**	**4,741,500**	**210,688,452**
41006	Various Park Athletic Fields	28,400,000	9,554,006	18,845,994	0	0	350,000	350,000	0	0	0	350,000	31,400,000	0	31,400,000
41008	Museum & Educational Facilities	250,000	0	250,000	3,500,000	0	0	3,500,000	0	0	0	3,500,000	5,750,000	0	5,750,000
41334	Nickerson Beach Improvements	13,391,905	13,041,144	350,761	0	0	0	0	0	0	0	0	13,391,905	0	13,391,905
41402	Batting Cages Refurbishment and Construction	1,000,000	997,230	2,770	0	0	0	0	0	0	0	0	1,062,107	0	1,062,107
41410	Battlerow Campground Improvement	200,000	0	200,000	0	0	0	0	0	0	0	0	800,000	0	800,000
41420	Roslyn Grist Mill Restoration	2,266,460	134,313	2,132,147	0	0	0	0	0	0	0	0	4,650,000	0	4,650,000
41482	Mitchel Field - Rifle Range Improvements	2,500,000	148,906	2,351,094	0	0	0	0	0	0	0	0	2,500,000	0	2,500,000
41501	Cedar Creek Park Feasibility Study	200,000	0	200,000	0	0	0	0	0	0	0	0	200,000	0	200,000
41802	Various County Parks Pond Dredging and Desilti	2,042,189	2,174,669	-132,480	0	0	0	0	0	0	0	0	2,400,000	0	2,400,000
41811	Various County Parks Restroom Rehabilitation	4,750,000	4,473,938	276,062	0	0	0	0	0	0	0	0	5,500,000	0	5,500,000
41814	Various County Parks Fencing Repair	3,418,000	3,073,365	344,635	0	0	0	0	0	0	0	0	3,668,000	0	3,668,000

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41815	Various County Parks Ice Rink Modernization	4,076,070	7,005,348	-2,929,278	0	0	0	0	500,000	0	0	500,000	9,330,000	0	9,330,000
41820	Various County Parks Playground & Picnic Area Rehabilitation	13,714,000	12,816,824	897,176	0	0	0	0	0	0	0	0	13,714,000	0	13,714,000
41826	Various Parks Preserve Buildings Rehabilitation	9,421,940	8,036,608	1,385,332	0	0	0	0	250,000	250,000	250,000	750,000	9,930,440	241,500	10,171,940
41829	Various Parks Outdoor Lighting Rehabilitation	13,187,000	13,056,348	130,652	0	0	0	0	0	0	0	0	13,437,000	0	13,437,000
41834	Various Parks Path/Roadways/Parking Resurfac	7,920,000	6,334,099	1,585,901	0	0	0	0	0	0	0	0	7,920,000	0	7,920,000
41844	Various Parks Athletic Field & Court Rehabilitatio Phase II	4,875,000	4,752,156	122,844	0	0	0	0	0	0	0	0	4,875,000	0	4,875,000
41851	Various Parks Golf Course Renovation Phase II	3,385,000	3,376,730	8,270	0	0	0	0	0	0	0	0	3,385,000	0	3,385,000
41855	Parks Equipment Replacement	2,800,000	2,537,778	262,222	500,000	0	0	500,000	0	0	0	500,000	2,800,000	500,000	3,300,000
41858	County Pools Improvements and Code Compliani	5,200,000	4,277,665	922,335	0	0	0	0	250,000	0	0	250,000	5,800,000	0	5,800,000
41860	Various County Parks - Irrigation System Installat	1,200,000	1,117,668	82,332	0	0	0	0	0	0	0	0	1,700,000	0	1,700,000
41861	Various County Park Buildings - Infrastructure Improvements	16,508,500	10,215,572	6,292,928	0	0	0	0	250,000	0	0	250,000	16,758,500	0	16,758,500
41862	Various Parks - Pool Improvements	500,000	494,479	5,521	0	0	0	0	0	0	0	0	500,000	0	500,000
41863	Dutch Broadway Park Improvements	225,000	0	225,000	0	0	0	0	0	0	0	0	225,000	0	225,000
41864	Park Furnishings	500,000	456,292	43,708	250,000	0	0	250,000	250,000	0	0	500,000	1,000,000	0	1,000,000
41865	Inwood Bulkhead	4,000,000	243,941	3,756,059	0	0	0	0	0	0	0	0	4,000,000	0	4,000,000
41869	Various Park Improvements	10,250,000	5,812,170	4,437,830	4,000,000	0	0	4,000,000	2,000,000	2,000,000	2,000,000	10,000,000	16,250,000	4,000,000	20,250,000
41870	Various County Beaches Restoration and Mitigat	2,000,000	157,175	1,842,825	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
41871	Various County Dock and Bulkheads	2,500,000	141,025	2,358,975	0	0	0	0	0	0	0	0	2,500,000	0	2,500,000
41872	Wantagh Park Improvements	2,000,000	1,760,530	239,470	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
41873	Milburn Park Improvements	4,000,000	3,939,528	60,472	0	0	0	0	0	0	0	0	4,000,000	0	4,000,000
41874	Eisenhower Park Improvements	6,000,000	3,254,502	2,745,498	0	0	0	0	0	0	0	0	6,000,000	0	6,000,000
41875	Cantiague Park Improvements	4,500,000	824	4,499,176	0	0	0	0	0	0	0	0	4,500,000	0	4,500,000
41876	Centennial Park Improvements	0	0	0	2,000,000	0	0	2,000,000	0	0	0	2,000,000	2,000,000	0	2,000,000

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Property		52,804,241	35,002,974	17,801,267	0	0	0	0	500,000	0	0	500,000	53,804,241	0	53,804,241
9B480	Land Acquisition	52,804,241	35,002,974	17,801,267	0	0	0	0	500,000	0	0	500,000	53,804,241	0	53,804,241
Public Safety		339,195,477	263,607,373	75,588,104	23,500,000	0	1,600,000	25,100,000	16,200,000	7,750,000	7,750,000	56,800,000	406,760,477	11,800,000	418,560,477
14003	Med Exam Equipment 3 Year Program	4,659,583	3,943,954	715,629	100,000	0	0	100,000	100,000	0	0	200,000	4,859,583	0	4,859,583
14004	Med Exam DNA Laboratory	1,425,000	1,295,151	129,849	0	0	0	0	0	0	0	0	1,425,000	0	1,425,000
14007	Med Exam Crime Lab Equipment	750,000	0	750,000	100,000	0	0	100,000	100,000	0	0	200,000	950,000	0	950,000
14008	Nassau County Crime Lab	44,400,000	29,826,636	14,573,364	3,600,000	0	0	3,600,000	0	0	0	3,600,000	48,000,000	0	48,000,000
50210	Live Scan Replacement	450,000	284,109	165,891	0	0	0	0	0	0	0	0	450,000	0	450,000
50320	Marine Bureau Repower Vessels	400,000	306,898	93,102	0	0	0	0	0	0	0	0	600,000	0	600,000
50404	Police Department Renovation of Outdoor Pistol	8,720,000	8,352,095	367,905	0	0	0	0	0	0	0	0	10,200,000	0	10,200,000
50570	Police Department Computer Aided Dispatch Sys	15,700,000	11,226,339	4,473,661	1,500,000	0	0	1,500,000	0	0	0	1,500,000	15,700,000	1,500,000	17,200,000
50590	Police Department Interoperable Radio System	51,050,000	46,867,578	4,182,422	0	0	0	0	0	0	0	0	53,000,000	0	53,000,000
50617	Police Department and other Agencies Bullet Pro Vests	7,537,382	6,175,710	1,361,672	400,000	0	0	400,000	400,000	400,000	400,000	1,600,000	9,487,382	400,000	9,887,382
50619	Police Department Ambulance Replacement	11,600,000	8,874,428	2,725,572	500,000	0	0	500,000	3,500,000	0	0	4,000,000	15,500,000	100,000	15,600,000
50622	Police Department Specialty Vehicle Replacemer	10,291,342	8,202,337	2,089,005	500,000	0	0	500,000	850,000	850,000	850,000	3,050,000	12,841,342	500,000	13,341,342
50627	AED Replacement	300,000	299,106	894	0	0	0	0	0	0	0	0	450,000	0	450,000
50628	Police Department Dual Engine Helicopter	18,000,000	17,207,281	792,719	0	0	0	0	0	0	0	0	18,000,000	0	18,000,000
50680	Police Department Precincts & Auxiliary Precincts Renovation and Modernization	78,715,135	52,409,991	26,305,144	6,700,000	0	1,600,000	8,300,000	0	0	0	8,300,000	85,415,135	1,600,000	87,015,135
50685	Police Department - Ambulance Medical Control Upgrade	1,600,000	1,048,103	551,897	0	0	0	0	0	0	0	0	1,600,000	0	1,600,000
50686	Police Fleet Replacement	22,625,000	16,103,140	6,521,860	3,500,000	0	0	3,500,000	3,500,000	3,500,000	3,500,000	14,000,000	33,125,000	3,500,000	36,625,000
50687	Village Police 911 Upgrade	3,800,000	0	3,800,000	1,000,000	0	0	1,000,000	2,000,000	2,000,000	2,000,000	7,000,000	7,600,000	3,200,000	10,800,000
50688	Fire Police EMS Academy	15,000,000	51,596	4,948,404	4,500,000	0	0	4,500,000	4,500,000	0	0	9,000,000	19,490,000	0	19,490,000
50689	Police Department Firearms	1,750,000	1,213,500	536,500	0	0	0	0	0	0	0	0	1,750,000	0	1,750,000

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50695	Police Department Fuel Management System	1,500,000	659,339	840,661	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
50696	Local Municipality Interoperable Radio System	1,000,000	0	1,000,000	0	0	0	0	0	0	0	0	1,000,000	0	1,000,000
51037	Jail Six Year Master Plan	5,800,000	4,464,526	1,335,474	500,000	0	0	500,000	500,000	250,000	250,000	1,500,000	8,050,000	250,000	8,300,000
51457	Jail Building 832 HVAC Upgrade	1,500,000	108,491	1,391,509	0	0	0	0	0	0	0	0	1,500,000	0	1,500,000
51459	Jail High Energy Efficient Lighting	2,900,000	2,892,254	7,746	0	0	0	0	0	0	0	0	2,900,000	0	2,900,000
52028	Hazmat Vehicle Purchase	1,400,000	544,000	856,000	0	0	0	0	0	0	0	0	1,400,000	0	1,400,000
52031	Fire Comm Radio Project	1,400,000	199,999	200,001	100,000	0	0	100,000	250,000	250,000	250,000	850,000	1,000,000	250,000	1,250,000
53001	First Responder Personal Protection Equipment	500,000	0	500,000	0	0	0	0	0	0	0	0	500,000	0	500,000
72490	Fire Service Academy, Various Improvements	16,750,000	15,831,602	918,398	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	18,250,000	500,000	18,750,000
72491	Fire Service Academy, Admin Building	300,000	23,042	276,958	0	0	0	0	0	0	0	0	600,000	0	600,000
98130	Countywide Radio System	18,372,035	25,196,368	6,824,333	0	0	0	0	0	0	0	0	29,617,035	0	29,617,035
Roads		341,055,670	229,985,151	111,070,519	31,650,000	0	1,000,000	32,650,000	30,500,000	23,500,000	23,500,000	110,150,000	435,087,558	37,550,000	472,637,558
60039	Wheatley Road Drainage Improvements, Old We	5,500,000	5,385,982	114,018	0	0	0	0	0	0	0	0	5,900,000	0	5,900,000
60042	Middle Neck Road Drainage Improvement	6,280,000	3,522,430	2,757,570	0	0	0	0	0	0	0	0	6,280,000	0	6,280,000
60045	Park Street Drainage Improvements, Atlantic Bea	1,050,000	64,224	985,776	0	0	0	0	0	0	0	0	3,800,000	0	3,800,000
60049	Floral Park Drainage Improvements	750,000	0	750,000	1,000,000	0	0	1,000,000	0	0	0	1,000,000	1,750,000	0	1,750,000
60050	Sheridan Avenue, Mineola Drainage Improveme	2,000,000	881,835	1,118,165	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
61025	Ocean Ave at Merrick Road, Lynbrook	5,235,352	678,653	4,556,699	0	0	0	0	0	0	0	0	7,235,352	0	7,235,352
61078	Guide Rail Replacement Roadways and Bridges	1,284,000	850,129	433,871	0	0	0	0	0	0	0	0	1,684,000	0	1,684,000
61082	Brookside Avenue Improvements, Roosevelt	9,984,210	684,618	9,299,592	0	0	0	0	0	0	0	0	9,984,210	0	9,984,210
61083	Horse Hollow Road, Lattingtown	4,560,000	933,706	2,626,294	0	0	0	0	0	0	0	0	4,560,000	0	4,560,000
61090	Cedar Swamp Road Improvements	4,950,000	4,342,170	607,830	0	0	0	0	0	0	0	0	4,950,000	0	4,950,000
61091	Grand Avenue, Baldwin	2,000,000	172,504	1,827,496	1,500,000	0	0	1,500,000	0	0	0	1,500,000	6,972,000	0	6,972,000

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61100	Long Beach Road Improvement - South Hempste	300,000	172,207	127,793	0	0	0	0	0	0	0	0	300,000	0	300,000
61101	Uniondale Avenue/Front Street Improvements	3,500,000	90,852	3,409,148	0	0	0	0	0	0	0	0	3,500,000	0	3,500,000
61102	Bellmore Ave Rehabilitation	4,250,000	57,818	4,192,182	0	0	0	0	0	0	0	0	4,250,000	0	4,250,000
61103	Austin Blvd Road Improvement, Island Park	6,900,000	687,093	6,212,907	4,650,000	0	1,000,000	5,650,000	7,000,000	0	0	12,650,000	7,000,000	12,550,000	19,550,000
61105	Merrick Avenue, Merrick Road Improvements	500,000	272,382	227,618	0	0	0	0	0	0	0	0	500,000	0	500,000
61106	Stewart Avenue, Bethpage Road Improvements	7,305,000	0	7,305,000	0	0	0	0	0	0	0	0	7,705,000	0	7,705,000
61107	Farmingdale Road Improvements	2,000,000	974,944	1,025,056	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
61111	Wantagh Avenue, Wantagh Road Improvements	500,000	13,188	486,812	0	0	0	0	0	0	0	0	500,000	0	500,000
61570	Remove and Replace Curbs and Sidewalks	5,490,112	3,369,147	2,120,965	1,000,000	0	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	11,000,000	0	11,000,000
61587	Resurfacing Various County Roads	213,150,000	178,880,034	34,269,966	22,500,000	0	0	22,500,000	22,500,000	22,500,000	22,500,000	90,000,000	280,650,000	25,000,000	305,650,000
61682	North Main Street, Freeport	5,600,000	279,191	5,320,809	1,000,000	0	0	1,000,000	0	0	0	1,000,000	7,600,000	0	7,600,000
6179A	West Shore Road, Mill Neck	54,966,996	26,672,044	28,294,952	0	0	0	0	0	0	0	0	54,966,996	0	54,966,996
Technology		176,764,379	148,695,450	28,068,929	6,050,000	0	0	6,050,000	3,350,000	3,350,000	3,350,000	16,100,000	208,014,379	2,850,000	210,864,379
97008	DPW Management Information System	1,450,000	1,168,827	281,173	0	0	0	0	100,000	100,000	100,000	300,000	1,650,000	100,000	1,750,000
97013	Integrated Financial System	10,897,000	10,896,258	742	0	0	0	0	0	0	0	0	10,897,000	0	10,897,000
97101	HR, Payroll, and Benefit System	15,000,000	12,406,886	2,593,114	0	0	0	0	0	0	0	0	15,000,000	0	15,000,000
97102	Assessment Cluster Workflow System	1,600,000	1,202,533	397,467	0	0	0	0	0	0	0	0	2,600,000	0	2,600,000
97103	eGovernment	5,250,000	4,723,202	526,798	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	7,300,000	0	7,300,000
97104	Disaster Recovery Plan	3,515,000	1,225,604	2,289,396	0	0	0	0	0	0	0	0	3,515,000	0	3,515,000
97105	Case Management	4,145,000	2,551,774	1,593,226	0	0	0	0	0	0	0	0	4,145,000	0	4,145,000
97108	Vehicle Management Inventory System	270,000	247,964	22,036	0	0	0	0	0	0	0	0	270,000	0	270,000
97109	NIFS Upgrade / ERP System	39,900,000	40792,650	-892,650	0	0	0	0	0	0	0	0	50,000,000	0	50,000,000
97112	Student Registration System	6,477,475	6,088,180	389,295	0	0	0	0	0	0	0	0	6,477,475	0	6,477,475

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97113	Departmental Technology Equipment Replaceme	10,550,000	6,695,363	3,854,637	1,000,000	0	0	**1,000,000**	1,000,000	1,000,000	1,000,000	4,000,000	13,550,000	1,000,000	14,550,000
97114	Traffic Parking Violations Agency Computer Syst Replacement	2,050,000	1,746,908	303,092	0	0	0	**0**	0	0	0	0	2,050,000	0	2,050,000
97117	CAMDR	2,950,000	1,904,377	1,045,623	0	0	0	**0**	500,000	500,000	500,000	1,500,000	3,950,000	500,000	4,450,000
97118	Server and Equipment Consolidation	1,635,000	1,083,725	551,275	0	0	0	**0**	0	0	0	0	1,635,000	0	1,635,000
97119	Network Infrastructure	12,205,000	10,590,934	1,614,066	500,000	0	0	**500,000**	500,000	500,000	500,000	2,000,000	13,705,000	500,000	14,205,000
97120	Data Center Storage	1,200,000	1,191,736	8,264	0	0	0	**0**	0	0	0	0	1,200,000	0	1,200,000
97121	ADAPT	6,500,000	6,850,097	-350,097	0	0	0	**0**	0	0	0	0	9,000,000	0	9,000,000
97123	Jail Management System	3,150,000	2,083,666	1,066,334	0	0	0	**0**	0	0	0	0	3,750,000	0	3,750,000
97124	Integrated Information Management System	2,300,000	1,026,715	1,273,285	0	0	0	**0**	0	0	0	0	5,500,000	0	5,500,000
97126	Countywide Document Management Program	2,750,000	1,891,225	858,775	0	0	0	**0**	0	0	0	0	3,000,000	0	3,000,000
97127	No Wrong Door Expansion	6,250,000	1,531,488	4,718,512	0	0	0	**0**	0	0	0	0	6,250,000	0	6,250,000
97129	Probation Caseload Explorer	750,000	694,925	55,075	0	0	0	**0**	0	0	0	0	750,000	0	750,000
97130	OSCAR	715,000	2,665	712,335	0	0	0	**0**	0	0	0	0	715,000	0	715,000
97131	First Responder Support	180,000	0	180,000	0	0	0	**0**	0	0	0	0	180,000	0	180,000
97132	County Attorney - E-mail Storage	450,000	0	450,000	0	0	0	**0**	0	0	0	0	750,000	0	750,000
97134	Integrated Voice Response System	500,000	95,429	404,571	0	0	0	**0**	0	0	0	0	500,000	0	500,000
97135	VOIP Implementation	3,500,000	1,998,159	1,501,841	0	0	0	**0**	0	0	0	0	3,500,000	0	3,500,000
97136	HHS Technology Development and Efficiency Pr	3,600,000	1,868,494	1,731,506	750,000	0	0	**750,000**	750,000	750,000	750,000	3,000,000	5,850,000	750,000	6,600,000
97530	GeoBased Mapping & Information System	15,830,000	15,828,699	1,301	0	0	0	**0**	0	0	0	0	15,830,000	0	15,830,000
97531	Tax Base Growth Management	6,494,904	6,494,893	11	0	0	0	**0**	0	0	0	0	6,494,904	0	6,494,904
97532	Systematic Review County Assessment System	4,700,000	3,812,074	887,926	3,300,000	0	0	**3,300,000**	0	0	0	3,300,000	8,000,000	0	8,000,000
Traffic		175,341,827	114,246,251	61,095,576	6,240,000	0	2,160,000	**8,400,000**	7,250,000	4,250,000	4,250,000	24,150,000	207,738,827	10,678,089	218,416,916
62017	Traffic Signal Construction & Modification	55,433,892	46,690,961	8,742,931	3,250,000	0	0	**3,250,000**	3,250,000	3,250,000	3,250,000	13,000,000	65,183,892	6,228,089	71,411,981

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62023	South Shore Traffic Signal Improvements	4,200,000	1,888	4,198,112	0	0	0	0	0	0	0	0	4,200,000	0	4,200,000
62153	Federal Aid Durable Marking Program	13,824,000	12,043,711	1,780,289	1,000,000	0	0	1,000,000	500,000	500,000	500,000	2,500,000	15,824,000	500,000	16,324,000
62160	Traffic Computerized Signal System Update	10,413,689	6,598,644	3,815,045	0	0	0	0	0	0	0	0	10,413,689	0	10,413,689
62161	Old Country Road Signal Heads Phase I	8,150,000	7,162,647	987,353	0	0	0	0	0	0	0	0	8,150,000	0	8,150,000
62162	Old Country Road Signal Heads Phase II	5,172,000	1,405,344	3,766,656	540,000	0	2,160,000	2,700,000	0	0	0	2,700,000	7,872,000	0	7,872,000
62175	Variable Message Signs Phase I	5,242,500	270,974	4,971,526	0	0	0	0	0	0	0	0	5,242,500	0	5,242,500
62181	Traffic Signal Communications Phase II	7,860,000	214,701	7,645,299	0	0	0	0	0	0	0	0	7,860,000	0	7,860,000
62190	Traffic Peninsula Boulevard Signal Head Replace	6,580,000	6,368,954	211,046	0	0	0	0	0	0	0	0	6,580,000	0	6,580,000
62191	Merrick Road Signal Head Replacement	1,500,000	80	1,499,920	0	0	0	0	0	0	0	0	8,250,000	0	8,250,000
62194	Traffic Management Center Upgrades	225,000	39,088	185,912	0	0	0	0	0	0	0	0	425,000	0	425,000
62201	Traffic Calming Improvements	450,000	20,276	429,724	0	0	0	0	0	0	0	0	450,000	0	450,000
62202	Elmont Road Traffic Safety Improvements	275,000	0	275,000	0	0	0	0	0	0	0	0	275,000	0	275,000
62203	Central Avenue, Valley Stream Traffic Safety Improvements	200,000	4,988	195,012	0	0	0	0	0	0	0	0	200,000	0	200,000
62204	Long Beach Road, Island Park Traffic Safety Improvements	200,000	0	200,000	0	0	0	0	0	0	0	0	200,000	0	200,000
62207	Jerusalem Avenue, Uniondale Safety Improveme	250,000	0	250,000	0	0	0	0	0	0	0	0	250,000	0	250,000
62208	Roslyn Road and Old Country Road Traffic Modifications	0	0	0	300,000	0	0	300,000	3,000,000	0	0	3,300,000	0	3,300,000	3,300,000
62271	Signal System Operation Phase I	1,025,000	875,547	149,453	0	0	0	0	0	0	0	0	1,025,000	0	1,025,000
62272	Signal System Operation Phase II	1,450,800	1,083,267	367,533	0	0	0	0	0	0	0	0	1,450,800	0	1,450,800
62313	Traffic Sign Replacement - Phase V	2,525,000	2,342,770	182,230	500,000	0	0	500,000	0	0	0	500,000	4,225,000	0	4,225,000
62454	Traffic Computerized Signal (Central Ave/Rockaw Turnpike)	25,926,946	21,881,711	4,045,235	0	0	0	0	0	0	0	0	26,126,946	0	26,126,946
62455	Traffic Signal Expansion Phase V	6,835,000	451,273	6,383,727	0	0	0	0	0	0	0	0	7,368,000	0	7,368,000
62456	Traffic Signal Expansion Phase VI	5,419,000	257,224	5,161,776	0	0	0	0	0	0	0	0	6,189,000	0	6,189,000
62457	Traffic Signal Expansion Phase IX	450,000	0	450,000	150,000	0	0	150,000	0	0	0	150,000	450,000	150,000	600,000

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62459	Traffic Signal Expansion Phase III	0	0	0	0	0	0	0	0	0	0	0	5,000,000	0	5,000,000
62500	Traffic Studies	2,750,000	2,246,190	503,810	500,000	0	0	500,000	500,000	500,000	500,000	2,000,000	4,250,000	500,000	4,750,000
62550	Traffic Signal Management System	1,930,000	1,265,087	664,913	0	0	0	0	0	0	0	0	1,930,000	0	1,930,000
62562	Incident Management Phase II	2,080,000	1,623,509	456,491	0	0	0	0	0	0	0	0	2,080,000	0	2,080,000
62563	Incident Management Phase III	2,080,000	1,216,008	863,992	0	0	0	0	0	0	0	0	2,080,000	0	2,080,000
62564	Incident Management Phase IV	2,094,000	181,409	1,912,591	0	0	0	0	0	0	0	0	2,094,000	0	2,094,000
62900	Baldwin Complete Streets	800,000	0	800,000	0	0	0	0	0	0	0	0	2,094,000	0	2,094,000
Transportation		45,712,351	27,572,457	18,139,894	2,700,000	0	0	2,700,000	4,500,000	3,000,000	1,000,000	11,200,000	74,425,538	0	74,425,538
91051	MTALIB 2006 FTA Grant Sect 5307 NY90-XX	2,030,000	1,495,691	534,309	0	0	0	0	0	0	0	0	2,030,000	0	2,030,000
91056	MTALIB 2008 FTA Grant Sect 5307 NY90-XX	2,125,500	1,371,235	754,265	0	0	0	0	0	0	0	0	2,125,500	0	2,125,500
91058	MTALIB 2009 FTA Grant Sect 5307 NY90-XX	2,027,500	1,989,874	37,626	0	0	0	0	0	0	0	0	2,027,500	0	2,027,500
91060	MTALIB 2010 FTA Grant Sect 5307 NY90-XX	2,120,000	818,441	1,301,559	0	0	0	0	0	0	0	0	2,120,000	0	2,120,000
91080	NICE - Alternative Fuel Buses	3,479,442	2,062,522	1,416,920	0	0	0	0	0	0	0	0	3,479,442	0	3,479,442
91081	NICE - Grant Match	1,000,000	1,000,000	0	0	0	0	0	0	0	0	0	1,000,000	0	1,000,000
91082	NICE - Grant Match	655,313	476,250	179,063	0	0	0	0	0	0	0	0	1,002,000	0	1,002,000
91083	NICE - Grant Match	5,000,000	1,222,100	3,777,900	0	0	0	0	0	0	0	0	5,000,000	0	5,000,000
91084	NICE - Grant Match	2,150,000	2,150,000	0	0	0	0	0	0	0	0	0	5,806,500	0	5,806,500
91086	NICE - Grant Match	0	0	0	2,700,000	0	0	2,700,000	0	0	0	2,700,000	6,930,000	0	6,930,000
91087	NICE - Grant Match	1,750,000	0	1,750,000	0	0	0	0	0	0	0	0	4,980,000	0	4,980,000
91088	NICE - Matching Grant	0	0	0	0	0	0	0	1,500,000	0	0	1,500,000	7,000,000	0	7,000,000
91091	Nassau Hub Study	10,074,596	8,737,871	1,336,725	0	0	0	0	0	0	0	0	10,074,596	0	10,074,596
91092	County Wide Planning Initiative and Study	2,150,000	1,105,239	1,044,761	0	0	0	0	0	0	0	0	2,450,000	0	2,450,000
91200	Bus Fleet Refurbishment	250,000	0	250,000	0	0	0	0	0	0	0	0	500,000	0	500,000

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92029	Hub Reuse EIS	8,100,000	5,143,174	2,956,826	0	0	0	0	0	0	0	0	8,100,000	0	8,100,000
92033	Hub Development Fund	2,000,000	0	2,000,000	0	0	0	0	0	0	0	0	2,000,000	0	2,000,000
92034	Baldwin Downtown Corridor Resiliency Study	800,000	0	800,000	0	0	0	0	0	0	0	0	800,000	0	800,000
92035	Nassau Hub Transit Initiative - Final Design	0	0	0	0	0	0	0	3,000,000	3,000,000	1,000,000	7,000,000	7,000,000	0	7,000,000
Building Consolidation Program		195,160,795	185,103,456	10,057,339	0	0	0	0	0	0	0	0	198,160,795	0	198,160,795
BCP		195,160,795	185,103,456	10,057,339	0	0	0	0	0	0	0	0	198,160,795	0	198,160,795
90230	County Office Campus Construction	119,400,000	111,232,281	8,167,719	0	0	0	0	0	0	0	0	121,400,000	0	121,400,000
90230P	Police and Fire Communications Center	75,760,795	73,871,175	1,889,620	0	0	0	0	0	0	0	0	76,760,795	0	76,760,795
Sewer and Storm Water Resource District		1,409,209,403	788,977,712	620,231,691	74,700,000	0	0	74,700,000	88,300,000	13,750,000	13,750,000	190,500,000	1,668,155,852	281,150,000	1,949,305,852
Collection		171,211,337	108,766,609	62,442,728	29,500,000	0	0	29,500,000	21,500,000	250,000	250,000	51,500,000	234,911,337	50,250,000	285,161,337
30051	SD2 Interceptor Corrosion Survey & Rehabilitatio	6,510,000	5,048,720	1,461,280	0	0	0	0	0	0	0	0	6,760,000	0	6,760,000
33991	Health Dept Birches Sewage Collection System	14,959,931	12,165,524	2,794,407	0	0	0	0	0	0	0	0	14,959,931	0	14,959,931
33992	Hempstead Harbor Sewer Study	2,000,000	487,908	1,512,092	10,000,000	0	0	10,000,000	5,000,000	0	0	15,000,000	17,000,000	0	17,000,000
33993	Seacliff Sewers	0	0	0	0	0	0	0							
35101	Lateral Sewer Repair	3,850,000	2,828,687	1,021,313	0	0	0	0	0	0	0	0	4,000,000	0	4,000,000
35107	East Hills Pump Station Improvements	3,250,000	2,594,773	655,227	0	0	0	0	0	0	0	0	3,250,000	0	3,250,000
35109	Force Mains/Pump Stations Long Beach	4,241,406	425,000	3,816,406	0	0	0	0	0	0	0	0	4,741,406	0	4,741,406
35110	Force Mains/Pump Stations Cedarhurst/Lawrence	28,200,000	26,645,070	1,554,930	0	0	0	0	0	0	0	0	32,200,000	0	32,200,000
3P309	Ray Street Pump Station Improvement	7,750,000	6,612,487	1,137,513	0	0	0	0	0	0	0	0	7,750,000	0	7,750,000
3P311	Pump Station Rehabilitation	76,000,000	48,776,227	27,223,773	0	0	0	0	0	0	0	0	76,000,000	50,000,000	126,000,000

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3P312	Pump Station Upgrades	19,000,000	731,974	18,268,026	19,000,000	0	0	**19,000,000**	16,000,000	0	0	35,000,000	57,250,000	0	57,250,000
98041	SSW Motorized Equipment Replacement	4,950,000	2,452,239	2,497,761	250,000	0	0	**250,000**	250,000	250,000	250,000	1,000,000	5,700,000	250,000	5,950,000
98042	SSW Motorized Equipment Refurbishment	500,000	0	500,000	250,000	0	0	**250,000**	250,000	0	0	500,000	5,300,000	0	5,300,000
Disposal		**1,154,423,565**	**640,938,501**	**513,485,064**	**32,750,000**	**0**	**0**	**32,750,000**	**59,550,000**	**11,250,000**	**11,250,000**	**114,800,000**	**1,326,285,014**	**228,500,000**	**1,554,785,014**
35100	Bay Park & Cedar Creek Digester Rehabilitation	40,000,000	31,619,350*	8,380,650	0	0	0	**0**	0	0	0	0	40,000,000	0	40,000,000
35102	SSW Buildings Roof Repair	3,500,000	1,064,791	2,435,209	500,000	0	0	**500,000**	0	0	0	500,000	4,000,000	0	4,000,000
35108	SSW Building Improvements	4,550,000	2,634,606	1,915,394	250,000	0	0	**250,000**	250,000	250,000	250,000	1,000,000	7,000,000	0	7,000,000
35114	Wastewater Facilities Improvements	56,155,000	44,536,475	11,618,525	12,000,000	0	0	**12,000,000**	11,800,000	10,000,000	10,000,000	43,800,000	89,955,000	10,000,000	99,955,000
35115	Wastewater Facilities Master Plan Design Improvements	750,000	86,744	663,256	0	0	0	**0**	0	0	0	0	6,711,449	0	6,711,449
35116	Wastewater Facilities Odor Control Improvement	30,500,000	29,461,783*	1,038,217	0	0	0	**0**	0	0	0	0	31,300,000	0	31,300,000
35117	Wastewater Facilities Security Improvements	10,500,000	772,978	9,727,022	6,250,000	0	0	**6,250,000**	6,250,000	0	0	12,500,000	10,500,000	12,500,000	23,000,000
35118	Water/Wastewater Facilities Requirements	1,750,000	894,824	855,176	250,000	0	0	**250,000**	1,000,000	1,000,000	1,000,000	3,250,000	4,000,000	1,000,000	5,000,000
35121	Wastewater Facilities Storm Restoration	150,745,000	126,022,503	24,722,497	0	0	0	**0**	0	0	0	0	150,745,000	200,000,000	350,745,000
35123	Superstorm Sandy Repair and Mitigation - Bay P STP and Countywide Collection	463,726,221	244,312,008	219,414,213	0	0	0	**0**	0	0	0	0	463,726,221	5,000,000	468,726,221
35124	Sandy Mitigation and Hardening Phase II	150,000,000	136	149,999,864	0	0	0	**0**	0	0	0	0	150,000,000	0	150,000,000
35130	Countywide Collection and Disposal System Upg	3,500,000	0	3,500,000	3,500,000	0	0	**3,500,000**	0	0	0	3,500,000	7,000,000	0	7,000,000
3B116	Bay Park Outfall District Structure Pipeline Rehabilitation	52,038,393	5,504,758	46,533,635	0	0	0	**0**	0	0	0	0	52,038,393	0	52,038,393
3B117	Bay Park Influent Pumping System Upgrade	11,505,000	11,325,007	179,993	0	0	0	**0**	0	0	0	0	11,505,000	0	11,505,000
3B119	Bay Park Various Buildings and Equipment Modifications	28,749,719	32,518,260	3,768,541	0	0	0	**0**	0	0	0	0	28,749,719	0	28,749,719
3B120	Bay Park Preliminary Treatment Modifications	43,060,411	35,191,209	7,869,202	0	0	0	**0**	0	0	0	0	43,060,411	0	43,060,411
3C057	Cedar Creek Sludge Dewatering Facility Improve	41,167,298	40,646,784	520,514	0	0	0	**0**	0	0	0	0	41,167,298	0	41,167,298
3C067	Cedar Creek Equipment Replacement	62,226,523	34,345,285	27,881,238	10,000,000	0	0	**10,000,000**	5,000,000	0	0	15,000,000	77,226,523	0	77,226,523
99999	Undetermined SSW Project Improvements	0	0	0	0	0	0	**0**	35,250,000	0	0	35,250,000	107,600,000	0	107,600,000

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Storm Water		83,574,501	39,270,602	44,303,899	12,450,000	0	0	12,450,000	7,250,000	2,250,000	2,250,000	24,200,000	106,959,501	2,400,000	109,359,501
35103	Various County Parks Pond/Bulkhead Replacem	1,187,500	709,858	477,642	0	0	0	0	0	0	0	0	1,837,500	0	1,837,500
35104	Whitney Drain Rehabilitation	3,300,000	228,814	3,071,186	0	0	0	0	0	0	0	0	3,300,000	0	3,300,000
35106	Rehabilitation of Various Public Works Waterbod	11,758,467	7,553,159	4,205,308	0	0	0	0	0	0	0	0	11,758,467	0	11,758,467
35112	Mosquito Control Plan	1,075,000	259,703	815,297	200,000	0	0	200,000	0	0	0	200,000	1,275,000	0	1,275,000
60046	Fencing at Drainage Facilities Replacement	600,000	598,380	1,620	0	0	0	0	0	0	0	0	600,000	0	600,000
80014	Massapequa Creek Stream Flow Improvement	10,251,641	9,807,483	444,158	0	0	0	0	0	0	0	0	10,251,641	0	10,251,641
80016	Stream and Wetlands Restoration	3,715,000	442,205	3,272,795	0	0	0	0	0	0	0	0	4,500,000	0	4,500,000
80019	Storm Water Pump Stations Construction	6,100,000	928,281	5,171,719	0	0	0	0	0	0	0	0	6,100,000	0	6,100,000
80042	Groundwater Studies	1,125,000	0	1,125,000	0	0	0	0	0	0	0	0	1,125,000	0	1,125,000
82001	Drainage Stream Corridors Reconstruction	7,798,734	6,513,375	1,285,359	1,000,000	0	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	10,798,734	1,000,000	11,798,734
82008	Rehabilitation of Storm Water Basins	11,465,326	6,508,828	4,956,498	1,000,000	0	0	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	14,465,326	1,000,000	15,465,326
82009	Drainage Facilities Sidewalk Rehabilitation	1,600,000	656,844	943,156	0	0	0	0	0	0	0	0	1,600,000	0	1,600,000
82010	Implementation of Storm Water Management Pro	6,961,449	5,063,672	897,777	250,000	0	0	250,000	250,000	250,000	250,000	1,000,000	6,711,449	250,000	6,961,449
82014	Horse Brook Drainage Improvements	7,000,000	0	7,000,000	10,000,000	0	0	10,000,000	5,000,000	0	0	15,000,000	22,000,000	0	22,000,000
82015	Five Towns Drainage Improvements	1,206,384	0	1,206,384	0	0	0	0	0	0	0	0	1,206,384	0	1,206,384
82016	Barnum Island/Harbor Isle Drainage Improvemen	5,900,000	0	5,900,000	0	0	0	0	0	0	0	0	5,900,000	50,000	5,950,000
82017	Bay Park/ East Rockaway Drainage Improvement	3,380,000	0	3,380,000	0	0	0	0	0	0	0	0	3,380,000	50,000	3,430,000
82018	Lawson Avenue, East Rockaway Backflow Preve	150,000	0	150,000	0	0	0	0	0	0	0	0	150,000	50,000	200,000
Environmental Bond Act		153,671,500	145,291,940	8,379,560	0	0	0	0	0	0	0	0	153,671,500	0	153,671,500
Environmental Bond Act		153,671,500	145,291,940	8,379,560	0	0	0	0	0	0	0	0	153,671,500	0	153,671,500
9E100	Environmental Bond Act - 2004	51,525,000	49,670,549	2,854,451	0	0	0	0	0	0	0	0	51,525,000	0	51,525,000

***ITD Expenditures includes encumbrances. When the Carry Forward for a project is negative, this indicates that there is no carried over budget authority and the encumbrance includes authorized funds that, would require additional budgeting in future years.**

****New Projects that are proposed to be part of the 2016 Capital Budget and 2016 - 2019 CIP are bolded.**

		Proposed													
		FY 2015 Carry Forward			FY 2015 New Budget				Capital Plan				Capital Authorization		
		Cumulative Budget (Pre 2016 Budget)	Expenditures Through 2015	Carry Forward*	2016 County Debt	2016 County Self-Funding	2016 Non-County	2016 TOTAL	2017	2018	2019	FY 2016 - FY 2019	Previously Authorized	New Auth Required	Total Authorization
9E200	Environmental Bond Act - 2006	102,146,500	96,621,391	5,525,109	0	0	0	0	0	0	0	0	102,146,500	0	102,146,500

*ITD Expenditures includes encumbrances. When the Carry Forward for a project is negative, this indicates that there is no carried over budget authority and the encumbrance includes authorized funds that, would require additional budgeting in future years.
**New Projects that are proposed to be part of the 2016 Capital Budget and 2016 - 2019 CIP are bolded.

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
Presiding Officer

FINANCE COMMITTEE

RICHARD NICOLELLO, Chairman

1550 Franklin Avenue
Mineola, New York

Monday, February 1, 2016
2:31 P.M

A P P E A R A N C E S:

RICHARD NICOLELLO,
Chairman

VINCENT MUSCARELLA,
Vice Chairman

ROSE MARIE WALKER

DONALD MACKENZIE

DELIA DERIGGI-WHITTON
Ranking

LAURA CURRAN

SIELA A. BYNOE

WILLIAM J. MULLER, III
Clerk of the Legislature

INSERTS

Incorporated
Public Works Minutes
-by reference, Page 4, Line 23
Through Page 11, Line 10.
Pertaining to Clerk Items 49-54.....6

Finance Committee/2-1-16

CHAIRMAN NICOLELLO: Calling the Finance Committee to order. I would ask Mr. Muller to please call the roll.

CLERK MULLER: Legislator Bynoe?

LEGISLATOR BYNOE: Here.

CLERK MULLER: Legislator Curran?

LEGISLATOR CURRAN: Here.

CLERK MULLER: Ranking Member DeRiggi-Whitton?

LEGISLATOR DeRIGGI-WHITTON: Here.

CLERK MULLER: Legislator MacKenzie?

LEGISLATOR MACKENZIE: Here.

CLERK MULLER: Legislator Walker?

LEGISLATOR WALKER: Here.

CLERK MULLER: Vice Chairman Muscarella?

LEGISLATOR MUSCARELLA: Here.

CLERK MULLER: And Chairman Nicolello?

CHAIRMAN NICOLELLO: Here.

CLERK MULLER: We have a quorum.

CHAIRMAN NICOLELLO: Thank you.

We have an amended addendum. Motion to suspend the rules.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator MacKenzie. All those in favor of suspending the rules signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The rules are suspended.

Item 48 of 2016 is a resolution to authorize the transfer of appropriations heretofore made within the budget for the year 2016.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella. Do we have any discussion on this item?

(No verbal response.)

Is there any public comment?

Finance Committee/2-1-16

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

That item carries unanimously. Items 49, 50, 51, 52, 53, 54 of 2016, actually, these were just called in Public Works. Do we have consent to waive the reading of these items from the minority? Okay. We will incorporate by reference the minutes of the last committee, the Public Works committee.

(Whereupon, please refer to the minutes of the Public Works Committee dated February 1, 2016 pertaining to Clerk Items 49-54 at pages 4-11.)

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator Walker. The item is before the committee. As Legislator Muscarella just

indicated, the point of this is to tee these up for a full hearing before the Full Legislature. Both the minority and majority have questions regarding these items.

Obviously we all received them late but, at the same time, the point is to put them into a position where they can be approved by the Full Legislature.

Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: Thank you. With that hearing, I would also just like to incorporate the fact that, although we were told there were numerous errors in the capital budget which have to be addressed, we also are still asking for some type of contract procurement reform.

We need to feel comfortable voting for these and, as Legislator Birnbaum expressed, we do support many of these projects and personally want to see many of them go through, but as a Legislature we have to also be brought to the point where we all feel comfortable.

I'm asking prior to the next

hearing that we at least take the basic recommendations that were offered by the Zar Committee or at least make some attempt to make sure by us voting for this capital that we are also making that money available and therefore contracts will be coming, and we just have to again make sure that we are all in a place where we can have absolutely no question that the procurement process was done correctly.

CHAIRMAN NICOLELLO: Any other discussion?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries by a vote of four to three. Motion to adjourn.

LEGISLATOR MACKENZIE: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: By Legislator MacKenzie, seconded by Legislator Muscarella. All those in favor of adjourning signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The committee is adjourned.

(Whereupon, the Finance Committee adjourned at 2:36 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of February, 2016.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
Presiding Officer

PUBLIC WORKS AND PARKS COMMITTEE

VINCENT MUSCARELLA, Chairman

1550 Franklin Avenue
Mineola, New York

Monday, February 1, 2016
2:25 P.M

A P P E A R A N C E S:

VINCENT MUSCARELLA,
Chairman

STEVEN RHOADS,
Vice Chairman

DONALD MACKENZIE

C. WILLIAM GAYLOR, III

ELLEN BIRNBAUM,
Ranking

JUDITH JACOBS

LAURA CURRAN

WILLIAM J. MULLER, III
Clerk of the Legislature

LIST OF SPEAKERS

KENNETH ARNOLD, Public Works.....8

CHAIRMAN MUSCARELLA: Public Works and Parks Committee is hereby called to order. I will call the roll. I am here.

Vice Chairman Rhoads?

LEGISLATOR RHOADS: Here.

CHAIRMAN MUSCARELLA: Donald MacKenzie?

LEGISLATOR MACKENZIE: Present.

CHAIRMAN MUSCARELLA: Bill Gaylor?

LEGISLATOR GAYLOR: Here.

CHAIRMAN MUSCARELLA: Ranking Member Birnbaum?

LEGISLATOR BIRNBAUM: Here.

CHAIRMAN MUSCARELLA: Judy Jacobs?

LEGISLATOR JACOBS: Here.

CHAIRMAN MUSCARELLA: Laura Curran?

LEGISLATOR CURRAN: Here.

CHAIRMAN MUSCARELLA: We have a quorum. At this time we have an addendum to the committee. I would ask for a motion to suspend the rules.

LEGISLATOR RHOADS: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN MUSCARELLA: By Mr. Rhoads, seconded by Mr. MacKenzie. All those in favor of suspending the rules please say aye.

(Aye.)

Any opposed?

(No verbal response.)

The rules are suspended. I'm going to call all of these items at once and block vote them. We have Clerk Item 49-16, a bond ordinance providing for a capital expenditure to finance a capital project specified herein within the County of Nassau authorizing $74,986,552 of bonds of the County of Nassau to finance said expenditure and making certain determinations pursuant to SEQRA and pursuant to the Local Finance Law of New York and the County Government Law of Nassau County;

Item 50 of '16, a bond ordinance providing for a capital expenditure to finance a capital project identified herein

within the County of Nassau authorizing $164,283,342.78 of bonds of the County of Nassau to finance said expenditure pursuant to the Local Finance Law of New York and the County Government Law of Nassau County;

Item 51 of '16 is an ordinance to adopt the capital budget for the County of Nassau for the first year of the four year capital plan, to commence on January 1st, 2014 pursuant to the provisions of Section 310 of the County Government Law of Nassau County;

Item 52 of 2016 is an ordinance to adopt the capital budget for the County of Nassau for the first year of the four year capital plan to commence on January 1st, 2016, pursuant to the provisions of Section 310 of the County Government Law of Nassau County;

Item 53 of '16 is a resolution to adopt the four year capital plan for the County of Nassau to commence on January 1st, 2015 pursuant to the provisions of Section 310 of the County Government Law of Nassau

County;

And Item 54 of 2016 is a resolution to adopt the four year capital plan for the County of Nassau to commence on January 1st, 2016 pursuant to the provisions of Section 310 of the County Government Law of Nassau County.

LEGISLATOR GAYLOR: So moved.

LEGISLATOR RHOADS: Second.

CHAIRMAN MUSCARELLA: Motion by Mr. Gaylor, seconded by Mr. Rhoads. The items are before us. Normally at this time what we do is pass these along through to the Legislature, basically what we would call teeing it up.

I know the majority has a number of questions and concerns regarding these items and I would ask if anybody has anything else to say. Yes, Ms. Birnbaum.

LEGISLATOR BIRNBAUM: I would just like to say on behalf of the minority caucus that we received, I think we all received these items just on Friday and, because they are all very important and

contain significant projects for a lot of money, a lot of funding that's being asked for, I think at this point we need more time to review it.

I have been told there's some errors in some of the expenses, some of the funds being asked for, and I would like to see it corrected before we review it again.

So, at this point in time I don't believe any of us on the minority caucus will be voting in favor of it.

CHAIRMAN MUSCARELLA: Okay. Ms. Curran, do you have something to say?

LEGISLATOR CURRAN: I actually have a question if there is anyone here to answer it.

CHAIRMAN MUSCARELLA: Is there anyone here to answer?

MR. ARNOLD: Kenneth Arnold, Public Works.

LEGISLATOR CURRAN: So I don't know if this is a finance question or a Public Works question but I will pose it anyway since you're standing there, but I

don't expect you to have the answer but, maybe, in the meantime, someone could come who does know the answer.

So, according to the official statement from the county dated this past January 15th, there are about 1.5 billion dollars in authorized but unissued bonds, so money that has been approved by this body but the county has not gone to actually get.

I guess my question would be, can we use some of this money for these projects that we're talking about?

Also, are all of these approved by NIFA, and is there sort of a time when that runs out, when that authorization runs out? Those would be my questions. I'm told it's ten years. So thank you for that.

MR. ARNOLD: Yes. Bonds do sunset in ten years.

LEGISLATOR CURRAN: So these would still be legitimate, yes?

MR. ARNOLD: Yes, but those bonds also are dedicated for a purpose, they cannot be used for other purposes.

LEGISLATOR CURRAN: Yes, that's true. There is a list of what they are for. But I'm wondering if there are any there that could be used for some of these other things or no?

MR. ARNOLD: No. If we could have, we would have used them.

LEGISLATOR CURRAN: Okay. And, also, do you know if they have all been approved by NIFA?

MR. ARNOLD: NIFA does not approve individual capital projects, they approve borrowing.

LEGISLATOR CURRAN: Right. I got my answer. Thank you very much.

CHAIRMAN MUSCARELLA: Just for the record, the majority also did not get any of these items until this past Friday.

So, without any further questions, any public comment?

(No verbal response.)

What I would like to do then, if we can, is pass this through. It will I believe be noticed for our next meeting but

I'm not quite so sure the items are going to be called until we have all the answers both on your side and ours.

All those in favor of passing these items through signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The items pass four to three.

There's no further business before us. A motion to adjourn?

LEGISLATOR MACKENZIE: So moved.

LEGISLATOR GAYLOR: Second.

CHAIRMAN MUSCARELLA: Motion by Mr. MacKenzie, seconded by Mr. Gaylor. All those in favor?

(Aye.)

Any opposed?

(No verbal response.)

We are adjourned. Next up is Finance.

(Whereupon, the Public Works Committee adjourned at 2:31 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of February, 2016.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

RULES COMMITTEE

NORMA GONSALVES, Chairwoman

1550 Franklin Avenue
Mineola, New York

Monday, February 1, 2016
1:10 P.M

A P P E A R A N C E S:

NORMA GONSALVES,
Chairwoman

RICHARD NICOLELLO,
Vice Chairman

DENNIS DUNNE

HOWARD KOPEL

KEVAN ABRAHAMS,
Ranking

JUDITH JACOBS

CARRIE SOLAGES

WILLIAM J. MULLER, III
Clerk of the Legislature

LIST OF SPEAKERS

BRIAN SCHNEIDER.....6
JAMES LUCIANO.....16
KENNETH ARNOLD.....28
LIEUTENANT GREG STEPHANOFF.....53
ROBERT SPETO.....55
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INSERTS

-Incorporated Public Works Committee Minutes; 2-1-16 Clerk Items 49-54.....Page 78 to Page 85

-Incorporated Finance Committee Minutes; 2-1-16 Clerk Items 48-54.....Page 85 to Page 89

CHAIRWOMAN GONSALVES: Will my colleagues please take their seats.

Legislator Dunne, would you please lead us in the Pledge of Allegiance?

(The Pledge of Allegiance was recited.)

CHAIRWOMAN GONSALVES: Thank you. The Rules Committee will meet to discuss the various contracts that have been put before us and, after the contract portion of the Rules Committee, we will recess so the remaining committees can do their items.

So we will begin with the roll call.

CLERK MULLER: Sure. Legislator Solages?

LEGISLATOR SOLAGES: Here.

CLERK MULLER: Legislator Jacobs?

LEGISLATOR JACOBS: Here.

CLERK MULLER: Ranking Member Abrahams?

LEGISLATOR ABRAHAMS: Here.

CLERK MULLER: Legislator Kopel?

LEGISLATOR KOPEL: Here.

Rules Committee/2-1-16

CLERK MULLER: Legislator Dunne?

LEGISLATOR DUNNE: Here.

CLERK MULLER: Vice Chairman Nicolello?

LEGISLATOR NICOLELLO: Here.

CLERK MULLER: Chairwoman Gonsalves?

CHAIRWOMAN GONSALVES: Present.

CLERK MULLER: We have a quorum.

CHAIRWOMAN GONSALVES: Okay. We begin with Item A-02, contract with various county departments and Watercraft Irrigation, Inc.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. Who is here to speak on this item?

MR. SCHNEIDER: Good afternoon. Brian Schneider from Public Works. This item is for irrigation maintenance and repair services for use by various county departments; DPW and the Parks Department

more exclusively.

This contract was advertised in 2013, but the contract has now reached an anticipated usage level and that would require oversight by the Legislature and that's why we are here today.

We are recommending awarding this contract to Watercraft Irrigation and, again, this is for maintenance and repair of existing systems.

CHAIRWOMAN GONSALVES: Any questions of Mr. Schneider? Minority Leader Kevan Abrahams.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer. How are you, Mr. Schneider?

MR. SCHNEIDER: Good, sir.

LEGISLATOR ABRAHAMS: We have had an opportunity to review the proposal and although we believe in the merits of the proposal, we still have questions obviously about the county procurement process at this time. But I do have some questions in regards to any outside communication, if

there was any, with the particular responder in this bid and anyone at DPW administration?

MR. SCHNEIDER: No, sir.

LEGISLATOR ABRAHAMS: Who drafted this particular RFP?

MR. SCHNEIDER: This RFP was actually drafted by the Office of Purchasing.

LEGISLATOR ABRAHAMS: Do you know who in that office?

MR. SCHNEIDER: I can't say specifically. I know that Michael Schlernoff signed off on it.

LEGISLATOR ABRAHAMS: The reason I ask then is because we would probably want to verify that there was no correspondence or any possible perceived influence of anyone from either the DPW administration or more importantly the county administration with that particular individual during the prior drafting the RFP.

MR. SCHNEIDER: I can only speak for the Department of Public Works. We have

had no communication during the drafting of this specific blanket purchase order.

LEGISLATOR ABRAHAMS: So we don't know? It's possible something could have taken place, but it's possible nothing took place?

MR. SCHNEIDER: Again, I can't speak for the purchasing department.

LEGISLATOR ABRAHAMS: I understand. Thank you, Mr. Schneider.

CHAIRWOMAN GONSALVES: Are there any other comments or questions from the legislators?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of Contract A-02 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Rules Committee/2-1-16

Four, zero, three.

The next item is A-03, a contract with DPW and United Concrete Products, Inc.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. And Brian?

MR. SCHNEIDER: Yes, Brian Schneider again from Public Works. This blanket purchase order is for prefabricated concrete transportable building structures which contain restroom facilities which can be used at any and all county facilities.

The RFP was drafted by engineers. The engineering staff at the Department of Public Works and the lowest responsible bidder was United Concrete Products who has done business with the county since 2011 on another contract. So we are recommending approval of the blanket purchase order to United Concrete Products from Yalesville, Connecticut.

Rules Committee/2-1-16

CHAIRWOMAN GONSALVES: Any questions or comments from the legislators? Legislator Kevan Abrahams.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer. Just really quickly, Brian. I assume these bathrooms will be used in county parks or facilities? You explain to me where because it wasn't that clear in the backup.

MR. SCHNEIDER: Well, the original specification that was written for this particular contract was for a rest room facility at the Veterans Memorial at Eisenhower Park which was supplied and installed as part of the original contract. This contract expired and has been rebid which is why we are here today.

We've also had a number of county rest room facilities that were constructed and fabricated by this company specifically for other county parks as well as other locations.

I'll give you an example, a rest room facility at a police precinct. A

bathroom facility, actually a shell of a building was used as a result of damage from Hurricane Sandy at the North Woodmere golf courses, used for irrigation, an RPZ building. So the building was actually fabricated by United Concrete. It didn't have a bathroom in it, but we were able to use this contract for that purpose as well.

LEGISLATOR ABRAHAMS: Okay. I understand and, granted, we want the county facilities to have top notch bathrooms and, that's not the case, but as I stated before in A-2, we are going to vote to abstain because of the lack of the procurement process or a healthy one in this county. Thank you, Brian.

CHAIRWOMAN GONSALVES: Brian, I have a question. What do we anticipate the cost or the expenditures that will be involved with this contract?

MR. SCHNEIDER: For the year 2015, we are anticipating about $500,000. We do have a number of facilities that we have identified to be replaced which are

basically stick frame buildings which are very difficult to maintain in the long term.

Many other municipalities are going towards a pre-manufactured concrete building which is much more longer lasting and very easy to maintain. It withstands storms and will last many many more years than a stick frame construction building.

As of this particular year 2015, I think we anticipated three or four bathroom facilities will be replaced.

CHAIRWOMAN GONSALVES: Legislator Dunne.

LEGISLATOR DUNNE: Just real quick so I have it right. They're portable, you said?

MR. SCHNEIDER: They're transportable meaning they are --

LEGISLATOR DUNNE: They're not portable?

MR. SCHNEIDER: No. They are not portable. It's not like a mobile trailer that's set up at a wedding event where you would bring a trailer in and use it as a

bathroom facility. This is fabricated in a yard up in Connecticut and transported on the back of a trailer and then set in place on a foundation that is constructed on site.

LEGISLATOR DUNNE: Like you said, prefab, when you said there is three or four of them we're getting?

MR. SCHNEIDER: Correct.

LEGISLATOR DUNNE: So emergency management doesn't need something like that because it's not --

MR. SCHNEIDER: It's not portable.

LEGISLATOR DUNNE: Thank you.

CHAIRWOMAN GONSALVES: I just wanted to clarify. These are modules which will become permanent, correct?

MR. SCHNEIDER: They are permanent. They are permanent structures. When I said "transportable," it just means they were fabricated in one location, you're able to put them on the back of a trailer and then transport them to the ultimate final location. Once they're here, they are

installed, they're permanent, they're connected to the sanitary water, all the utilities, electric, once they're set in place, they're permanent. They're not moved.

CHAIRWOMAN GONSALVES: Thank you very much, Brian. Are there any other comments or questions from the legislators?

(No verbal response.)

Is there any public comment.

(No verbal response.)

There being none, all those in favor of Contract A-03 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four, zero, three.

The next one is A-5, a contract with DPW and Ultimate Power Corp.

Motion, please.

LEGISLATOR KOPEL: So moved.

Rules Committee/2-1-16

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Dunne.

MR. LUCIANO: James Luciano, DPW.

CHAIRWOMAN GONSALVES: Any questions for Mr. Luciano? Legislator Abrahams.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer. How are you, sir? If you could give us a general update of what this contract is for and why it's necessary then I will have some follow up questions afterwards.

MR. LUCIANO: Which company is it?

LEGISLATOR ABRAHAMS: I'm on Clerk Item A-5-16, Ultimate Power.

MR. LUCIANO: That's an air conditioning contract with split systems. We have very old systems in most of the buildings and they're called quite often when it's hot out, excessively sometimes. We can only do so much ourselves.

So the contract states split systems and window package units also.

LEGISLATOR ABRAHAMS: Okay. On the actual procurement process for this contract, based on our understanding, there was only one bid that was received; am I correct?

MR. SCHNEIDER: Yes, Legislator, that's correct.

LEGISLATOR ABRAHAMS: Was there any discussion within the department regarding rebidding this contract because we only received one bid?

MR. SCHNEIDER: No, sir.

LEGISLATOR ABRAHAMS: Is that customary? What would rule out a possible rebid? Was it the dollar amount within the specs of the project that you thought, I mean, I'm trying to get an understanding of why the discussion did not --

MR. SCHNEIDER: This is basically a time and material contract. Ultimate Power has done work for the county in the past. So we've been satisfied with their

service.

When there is an emergency, their response time is highly accurate. So, they are highly responsive to our needs and we don't feel in a rebidding the contract will result in any savings to the county.

LEGISLATOR ABRAHAMS: Mr. Schneider, how are you aware or how do you judge you're getting the best value for the county in one bid?

MR. SCHNEIDER: Again, it's a result of our historical background with Ultimate Power.

LEGISLATOR ABRAHAMS: Okay. Thank you.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: According to my backup, the bid was sent -- 43 vendors were notified electronically of the bid; is your understanding as well?

MR. SCHNEIDER: That's correct.

LEGISLATOR NICOLELLO: So you notified 43 but you only got one response?

Rules Committee/2-1-16

MR. SCHNEIDER: You know, we can't force bidders to submit a bid. Fortunately, bidders need to pay their employees, their subcontractors, and unfortunately the county is a little slow in paying their bills.

LEGISLATOR NICOLELLO: What's the time period of this agreement?

MR. SCHNEIDER: I believe it's a one year with the option to extend for I think three additional years.

LEGISLATOR NICOLELLO: Thank you.

CHAIRWOMAN GONSALVES: Legislator Dunne.

LEGISLATOR DUNNE: This was sent to -- and you made sure it was sent to minority owned companies, veteran owned companies, women owned companies, and they all had the opportunity to bid; is that right?

MR. SCHNEIDER: That's correct, legislators.

LEGISLATOR DUNNE: That's all thank you.

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MR. SCHNEIDER: We have our regular procurement process.

CHAIRWOMAN GONSALVES: Any public comment?

(No verbal response.)

There being none, all those in favor of Contract A-5 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

The item passes four, zero, three.

The next contract is A-6, a contract with various Nassau County departments and Maffucci & Sons, Inc.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. I guess you're going to talk to us about this one?

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MR. LUCIANO: James Luciano.

CHAIRWOMAN GONSALVES: You want to give us an overview of this contract?

MR. LUCIANO: Yes. This is the oil side of the contract, the oil burner side, like earlier. We're dealing with old equipment and buildings. So we have a lot of facilities that need a lot of attention and service. It's not a one fix thing for two years. They need maintenance and there is a lot of call backs also at nighttime too. Malfucci has been there for us for a lot of these facilities and he's handling all of them right now.

CHAIRWOMAN GONSALVES: Any questions from the legislators? Legislator Dunne.

LEGISLATOR DUNNE: As Legislator Nicolello mentioned earlier, 115 were sent out and only four responded. Again, my question is, it went to veteran and women owned and minority groups. You make sure of that because we have to have a certain percentage. We get beat up on this every

legislative day.

MR. SCHNEIDER: Understood. And, as part of the E procurement system, vendors need to register online in order to pick up and bid on a set of plans and specifications. So the Office of Minority Affairs has been working with the Department of Purchasing to try and marry all of the vendors that are local and can do the type of work that is listed in each individual RFP. Again, we can't force a vendor to bid on a contract if its outside of their comfort zone but we're trying our best to make sure that all local vendors are -- have access to all the most current bids.

LEGISLATOR DUNNE: So, of those four, were there any veteran owned or minority owned, or women owned businesses?

MR. SCHNEIDER: I don't know that, legislator. I can have the Office of Purchasing do a more detailed analysis of whether they are registered as an MWBE or not or veteran firm.

LEGISLATOR DUNNE: Can you check

that out and let us know.

MR. SCHNEIDER: Sure.

LEGISLATOR DUNNE: Thank you so much.

CHAIRWOMAN GONSALVES: Minority Leader Kevan.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer. I have a quick question to piggyback on what Legislator Dunne had mentioned. You had said it was sent to 115 vendors?

MR. SCHNEIDER: Connie, do you have that?

LEGISLATOR ABRAHAMS: Brian, not a big deal. Notified, yes. So, my question becomes that it seems like a lot of vendors and only four responded.

Is it possible, what is the county's ability to pay contracts? How long does it take us, after work is completed, or as per the specifications in the contract and when a vendor will be paid, what's the time frame in terms of how people are paid, is it 90 days, 60 days, 120 days?

MR. SCHNEIDER: Generally, my experience is, if we have a completed claim voucher that has all of the back up that is necessary for the comptroller to do their review and due diligence, within 30 to 45 days is a normal time for a vendor to receive a check. In recent times I'm seeing it could be 60 to 90 days, even 120 days before a vendor will see a payment.

LEGISLATOR ABRAHAMS: And I'm thinking, and I don't talk to every single vendor that you send proposals to, but I can tell you that just from the information that I have spoken -- gathered from vendors, it sounds like to me they have a problem with the county's procurement system in regards to their payment. They said that they have gone 120, sometimes even 180 days without being paid. This is going back some years. This is not recent as you probably well know.

But I find it that you're probably having a lot of people on that list that haven't responded to an RFP in years

because they just chose not to perform services and be paid 120 or even 90 days after services have been rendered.

MR. SCHNEIDER: I can't disagree with you. I mean, if I was a vendor and I have an opportunity to either work for -- do work for a small business or a resident as opposed to doing work for a large municipality, which way do you think I'd go?

LEGISLATOR ABRAHAMS: I mean, I don't want to take too much time from today, but that would definitely beg the question for a larger hearing in terms of the county's procurement process in terms of how we pay people and how we pay them in a timely manner and, I think, to me, that's the best service we can give to make sure we're getting the best price is to make sure we pay people in a timely manner. You'll get a lot more respondents, a lot more RFPs, and I think you'll get a lot more respondents to the RFPs, and I think it's a better way to go.

MR. SCHNEIDER: Well, I'm as

frustrated as you are, from a departmental standpoint, if we do our due diligence to make sure that the work was done in accordance with the plans and specifications, the claim voucher is complete, and all the supporting documents are submitted, and if there aren't any errors or omissions, and it gets submitted to the comptroller's office, then we are expecting that the payment will be forthcoming in a relatively short period of time.

LEGISLATOR ABRAHAMS: You would think, yes.

MR. SCHNEIDER: Unfortunately, we're not really seeing that at this point. In some cases, and I'm not saying in all cases, but --

LEGISLATOR ABRAHAMS: No, no. And, Brian, I'm not trying to make this to be the rule. As far as I know, these could be the exceptions, but I think it begs the question of having a hearing on the process so that we can find out the answers.

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CHAIRWOMAN GONSALVES: I think you hit the nail on the head when you said that once the vouchers are completed, all the paperwork that is necessary is submitted to the county comptroller's office, and that's where the payment is generated, correct?

MR. SCHNEIDER: Correct.

CHAIRWOMAN GONSALVES: So, therefore, maybe we should contact Mr. Maragos and ask how long does it take his office to generate payment for these contracts, rather than -- because there's a difference between procurement and payment.

In this particular case, some of this problem would be is that they wait too long to be reimbursed for the work done.

I think maybe we should contact the comptroller and find out how he can expedite payments once all the paperwork is done. I certainly will contact him on that in that regard.

Is there any other comments or questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of Contract A-6 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four, zero, three.

The next one is B-04, it's a contract with DPW and RJ Industries, Inc.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello. Mr. Arnold.

MR. ARNOLD: Good afternoon. B-04 is a construction contract for the installation of a sodium hypochlorite generation facility for Cedar Creek Sewage Treatment Plant.

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This facility is one of the energy efficiency projects that was identified in the Suez or the United contract. It allows the county to make their own hypochlorite which is a disinfectant material, an odor control material, for the sewage plant. It will reduce the truck traffic of this chemical being trucked into the plant and also would be a cost savings.

CHAIRWOMAN GONSALVES: Legislator Kopel.

LEGISLATOR KOPEL: Can you elaborate, please, on the cost savings?

MR. ARNOLD: Currently hypochlorite we spend about 3 to $4 million a year in hypochlorite. This contract is a $12 million construction contract which will, over the life of the contract, it will be a slight cost savings. That along with the reduction of the trucks, and moving that chemical around the plant with tankers will actually be more efficient.

LEGISLATOR KOPEL: So what kind

of cost savings annually will -- in other words, we're spending you say 3 or $4 million a year now.

Following this, what will our expenditure be, all in, with considering the various types of cost savings?

MR. ARNOLD: I don't have that with me today.

LEGISLATOR KOPEL: I would like to understand what the payback period is for this, whether it's totally --

MR. ARNOLD: The payback period is pretty close to what we are laying out for the construction facility.

LEGISLATOR KOPEL: What do you mean by that?

MR. ARNOLD: The payout period is over 20 years.

LEGISLATOR KOPEL: That's the question, I guess. It's not the capitalization period. I'm asking whether or not the return on the capital is sensible.

In other words, all in, if we are

saving $2 million a year, well, then, we have a six year payback period.

MR. ARNOLD: I'm going off the top of my head. I would have to get that information for you.

CHAIRWOMAN GONSALVES: Legislator Dunne.

LEGISLATOR DUNNE: Just quickly, we are spending 12 and a half million here, another $7 million coming up, and then every meeting we seem to have millions and millions of dollars going to the sewage treatment plants. For Cedar Creek alone, can you give me a break out of how much we have been approving for?

MR. ARNOLD: Yes. I know we are late getting our month report out. We've been backed up on stuff. I will get that organized for you.

LEGISLATOR DUNNE: Thanks. Because we are hearing complaints that nothing is being done.

MR. ARNOLD: Cedar Creek has a tremendous amount of work being done

currently.

LEGISLATOR DUNNE: Well, I want to see how much it was. And thank you again.

CHAIRWOMAN GONSALVES: Mr. Arnold, what's the term of this contract?

MR. ARNOLD: The construction contract, it's probably 24 to 36 months. I have to double check the backup.

CHAIRWOMAN GONSALVES: Is funding for this project available and where is it coming from?

MR. ARNOLD: It's coming from the capital program and it's available.

CHAIRWOMAN GONSALVES: Any other questions from the legislators?

MR. ARNOLD: 270 calendar days is the contract. I take that back. I was looking at a different item. 36 months is the period for this construction.

CHAIRWOMAN GONSALVES: Any other questions? Legislator Dunne.

LEGISLATOR DUNNE: Would there be any problems to the community in the event

of a leak with the trucking of this in and out?

MR. ARNOLD: We're no longer bringing that in. Right now we are bringing hypochlorite in and out of the plant. This will stop the hypochlorite into the plant. We'll be producing it on the plant property. The only thing that we would have to bring in is salt and there's one other material that's a non haz that has to be trucked in.

LEGISLATOR DUNNE: If there is a problem with it leaking into the community, manufacturing problem with it, and we --

MR. ARNOLD: We would follow the same protocol if we had a spill from trucking it in. Notify New York State DEC and our hotline and the community would be notified if they're registered on the website.

LEGISLATOR DUNNE: What kind of cause and effect, what would it have on the community?

MR. ARNOLD: It's a diluted material. I don't think there's any effect.

I wouldn't want to speak out of turn. I would want to go back and look, but it's diluted. It's actually pumped through the air for odor control so it's actually released through the odor control systems.

LEGISLATOR DUNNE: You let the fire departments know what you're doing there so you know how to fight in the event there is a --

MR. ARNOLD: I'm positive that our processes require us to have fire department notifications of all materials held on the property.

LEGISLATOR DUNNE: You're procurement, you're not the DPW --

MR. ARNOLD: I have seen documents in the past that we have all that. That would be a SOP that we would have to have taken care of.

LEGISLATOR DUNNE: Thank you.

CHAIRWOMAN GONSALVES: I want to ask, what are the benefits to the county in having this contract?

MR. ARNOLD: It's twofold. It's

slightly cheaper than trucking the material in, and it reduces the amount of trucks of hypochlorite that we have delivered at the plant. I want to say that we bring trucks in almost on a daily basis. We use a tremendous amount of hypochlorite for both disinfection and also odor control.

CHAIRWOMAN GONSALVES: Legislator Kopel.

LEGISLATOR KOPEL: Are we going to be able to use any of the hypochlorite which is manufactured here for the other sewage plants?

MR. ARNOLD: No. We won't be doing that. The current plan is to install a UV disinfection at Bay Park and also use hypochlorite for odor control.

LEGISLATOR KOPEL: In other words, Bay Park would still be buying it from outside vendors?

MR. ARNOLD: Yes, but at a much lower rate because they'd only be using it for odor control. We can go to UV disinfection which would not require that

type of chemical.

LEGISLATOR KOPEL: So why are we not going to UV for this one as well?

MR. ARNOLD: Because at Cedar Creek the long term plan is to produce its own power. When you produce your own power, there's a phasing issue and the UV lights is not a constant load and there could be brownouts, so we can't have that disinfection.

LEGISLATOR KOPEL: So, what I would like to see and I would make it as a general comment rather than specifically only on this contract is a far more robust financial analysis of the various costs that we have now, the various costs that we have later following the construction of this facility, as well as of course of the other benefits to the community such as you've mentioned.

But, in the end, I would need convincing as to why it's cheaper taking this in-house than purchasing this elsewhere and, so far, I'm not hearing any real

answers to that.

CHAIRWOMAN GONSALVES: I'm going to ask one more question and entertain another motion.

Mr. Arnold, how imminent is the need for this contract?

MR. ARNOLD: It's part of the Suez contract, that they get so much work done in the efficiency project. I have to go back to the Suez agreement that if there is a long delay, whether there is any compensation required to them. I don't think that there's an imminent thing that we couldn't wait to last session if we're looking for that information.

CHAIRWOMAN GONSALVES: Then I'm going to entertain a motion to table.

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Dunne. All those in favor of tabling this item signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is tabled. That was Item B-04. Thank you, Mr. Arnold.

The next one is B-06, contract with DPW and Hinck Electrical Contractors, Inc.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello.

MR. ARNOLD: B-6 is a construction contract associated with putting scata systems at the various pump stations in the county. Scata systems are a remote control that allow instrumentation to come back to a centralized monitoring point, and also allow operators to do certain things remotely at our pump stations.

Currently everything at our pump station is hand driven which requires our operators to visit the sites. While we do

have alarms, anything that has to get changed would require a visit. This is looking to increase our efficiency at the facilities and the reliability.

CHAIRWOMAN GONSALVES: Any questions from the legislators for Mr. Arnold?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of Contract B-06 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four, zero, three.

The next contract is B-7, a contract with DPW and RG Industries.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

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CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello. Mr. Arnold.

MR. ARNOLD: B-7 is the construction contract for the installation of new fuel dispensing tanks and its ancillary equipment at the Bay Park Sewage Plant maintenance garage. RJ Industries was the third lowest bidder. The lowest bidder, Adventura, their bids were rejected because they didn't have the proper apprenticeship program for the type of work we were undertaking. The second bidder, Gem Star, because of the period for the recommended award was over 45 days they asked for us to reject that bid, so the third bidder was RJ Industries. This project was part of the Sandy recovery as these fuel tanks were damaged during Sandy.

CHAIRWOMAN GONSALVES: I have a very serious issue. Hazen & Sawyer Arcadis evaluated the bids. While it believes the contractor should be capable of succeeding or being successful in completing the

project, it has concerns about the contract's apparent lack of experience with fuel dispensing concern projects and their apparent lack of bearing fuel storage tank experience within the county. How can you address that?

MR. ARNOLD: This is speaking about RJ?

CHAIRWOMAN GONSALVES: Yes.

MR. ARNOLD: I know that RJ has done other fuel tank work on the property and I also know that any work with regards to the installation of fuel dispensing tanks is oversight by our fire marshal office. So I believe with our oversight and the fire marshal we can have a successful project.

CHAIRWOMAN GONSALVES: Any other comments or questions regarding this item? Legislator Dunne.

LEGISLATOR DUNNE: I'm sorry. But this is a labor contract, so we have checked with CSEA to see if they can do the work for us?

LEGISLATOR DUNNE: CSEA does not

do installation of fuel tanks. You have to have a special license with the fire marshall's office for that work.

LEGISLATOR DUNNE: Good enough. Thank you.

CHAIRWOMAN GONSALVES: Any other comments or questions from the legislators?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of Contract B-7 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four, zero, three.

The next item is B-8, a contract with DPW and Welsbach Electric, Inc.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by

Legislator Kopel, seconded by Legislator Nicolello. Mr. Arnold.

MR. ARNOLD: B-8 is a construction contract for the installation of electrical outlets for all the voting machines in the Board of Election's office. The Board of Elections has requested that these devices be plugged in during their non use.

This contract, there were four bidders, and Welsbach was the lowest responsible bidder.

CHAIRWOMAN GONSALVES: Any questions of Mr. Arnold on this item?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of Contract B-08 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

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(Abstain.)

Four, zero, three.

The next contract is B-09, a contract with DPW and Banker Construction Corp.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. Mr. Arnold.

MR. ARNOLD: B-9 is the construction contract for the hardening and storm mitigation of the dechlorination vault that's located in Bay Park. It's outside the berm area. It's actually located by the shoreline by the golf course. This will protect the vault from storm surge in the future.

CHAIRWOMAN GONSALVES: Any questions or comments from the legislators?

(No verbal response.)

Is there any public comment?

(No verbal response.)

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There being none, all those in favor of B-09 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four, zero, three.

B-10, a contract with DPW and Grace Industries, L.L.C.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. Mr. Arnold.

MR. ARNOLD: B-10 is a contract amendment. This is associated with the emergency contract to deal with the concrete in the drainage pipe from the supposed concrete plant in New Cassel.

Once the contractor began his work, it was obvious that the concrete was more hardened than initially anticipated

during our proposal phase. In addition, there was an additional length of pipe north of the railroad tracks that required a cleaning. We had issues with water coming into the system beyond what we thought we could anticipate to control in the original contract. So this is an amendment for the contractor to complete the work.

CHAIRWOMAN GONSALVES: Legislator Kopel.

LEGISLATOR KOPEL: Ken, was this contract, was this a fixed price contract, time and materials?

MR. ARNOLD: It was presented as a fixed contract initially.

LEGISLATOR KOPEL: So if it was a fixed contract, was there a specified state of amount of work, or was there something that the contractor had to go to investigate before making a bid?

MR. ARNOLD: The contractor took a look at the limits, the defined limits in this contract. The contractor looked at the limits but he could not get into the pipe to

see the condition of the material. It was presented in the proposal that it was a concrete slurry when in fact when we started doing the work the concrete was cured which is why its taking considerable more time to remove it.

LEGISLATOR KOPEL: So, in other words, it can be said that the scope of work that we originally had in the contract was not correct, is that what you're saying?

MR. ARNOLD: That is correct. We had the fast trackers. We put our proposal together very quickly because we needed to get somebody starting work and we did not have time.

LEGISLATOR KOPEL: Did the RFP require the contractor to do his own investigation and rely upon that?

MR. ARNOLD: This wasn't an RFP, this was a bid contract, but the bid contract did ask the contractor to do fielding and verify that.

LEGISLATOR KOPEL: It did require that?

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MR. ARNOLD: It did give them the opportunity to go out in the field but let's understand that you couldn't see what was in the pipe.

LEGISLATOR KOPEL: I quite understand that but my question is whether these changed circumstances under the terms of our contract legally require an additional payment.

MR. ARNOLD: We've consulted with the County Attorney's Office and my own counsel on this and they both believe that it does.

LEGISLATOR KOPEL: It does. Okay. Thank you.

CHAIRWOMAN GONSALVES: I have a question and the question is, is the county recovering damages for the harm that was done by the entity --

MR. ARNOLD: The county has ongoing work with the outside counsel and the County Attorney's Office looking to get reimbursement, yes.

CHAIRWOMAN GONSALVES: In other

words, they are being prosecuted?

MR. ARNOLD: I don't want to speak to exactly how we are doing what we are doing, you have to speak to the County Attorney, but there is ongoing work.

CHAIRWOMAN GONSALVES: But they are trying to recover?

MR. ARNOLD: Yes, trying to recover.

CHAIRWOMAN GONSALVES: Any other comments? Legislator Solages.

LEGISLATOR SOLAGES: Good afternoon. Thank you, Presiding Officer. Just, again, is the outside counsel conducting this investigation?

MR. ARNOLD: No. The outside counsel is working with in-house staff. I can't speak to exactly what they're doing but we're working through them on recovering our costs.

LEGISLATOR SOLAGES: Who is the specific counsel?

MR. ARNOLD: I believe it's Wilson Elser but don't quote me on that. I

will have to check with the County Attorney's Office.

LEGISLATOR SOLAGES: This is very concerning and I thought there would be a further understanding or more information on this and I feel we are still in the dark.

MR. ARNOLD: There's two pieces to it. My piece is, I have to get the drain pipe cleaned as quickly as possible. That's what I'm working towards, and the other piece, which is also important which is the recovery of costs, and that's on the County Attorney to question on that.

LEGISLATOR SOLAGES: I understand. Thank you. But when is it foreseeable when this will be completed?

MR. ARNOLD: I think we're looking at a June completion at this point. It's slow going and we're hoping that it does pick up as we get to some pipe areas that have less concrete in them but approaching about ten to 15 feet a day right now. It's like a mining operation. It's quite extensive.

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CHAIRWOMAN GONSALVES: Any public comment?

(No verbal response.)

There being none, all those in favor of Contract B-10 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four, zero, three.

The next item is E-29, contract with DPW and LK Mclean Associates, P.C.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. Mr. Arnold.

MR. ARNOLD: E-29 is a construction management professional services contract for the Phase 4 camera project. Phase 4 camera project is putting

up traffic monitoring cameras in various locations throughout the county.

The first three phases have been completed. There are cameras at Penninsula, Old Country and Merrick Road currently. This contractor, LK Mclean, was the highest technically ranked firm and one of the lowest bidders.

CHAIRWOMAN GONSALVES: Any questions or comments from the legislators?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of E-29 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four, zero, three.

I'm going to block five of the contracts, E-31, contract with the Department of Police, C&R Automotive, Inc.;

E-32m a contract with T&D Towing Corporation; E-33, a contract with A1 Grand Auto Body, Inc.; E-34, contract with North Shore Auto and Towing, Inc.; Contract E-35 with All County Hookup Towing, Inc. d/b/a All County Towing and Recovery.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. Go ahead, Lieutenant.

LIEUTENANT STEPHANOFF: Good afternoon. Lieutenant Stephanoff from the Police Department. I have Detective Robert Speto from administrative inspection here.

E-31 through and including E-35 are contracts to between tow companies in the Nassau County Police Department to perform impounds for the Nassau County Police Department.

They include North Shore Auto and Towing, Quadruple A1 Auto & Towing, A1 Grand Auto Body, All County Towing and Recovery,

T&D Towing Corporation.

These contracts were procured through a sealed bid process that was advertised in Newsday. The bids were received by a committee. The committee rated the companies and chose the highest responsible bidders that were able to perform the work for the impounds.

These contracts are revenue generating as well as we are encumbering money against them. When we impound a car for evidence, we pay the impound for that vehicle.

These contracts also are going to impound with the three new zones; the LIE, the Seaford Oyster Bay Expressway, and we are going to have a zone for big vehicles that require a tow truck with over 30,000 gross weight to tow a vehicle.

A committee was formed to evaluate all the companies to make sure that they were licensed for each zone, that they had the proper storage facility that is fenced in and lighted to keep the vehicles

safe that are impounded from the public. And also that they had the amount of tow trucks necessary to carry out the impounds.

CHAIRWOMAN GONSALVES: I have a question regarding E-33 with A1 Grand Auto Body. There were violations I believe from 2000. Have those violations been cleared? It's Contract E-33 with A1 Grand Auto Body, Inc. There were violations from the year 2000. Have they been cleared?

MR. SPETO: Yes. He initially cleared one earlier last year and just recently within the last two or three weeks he had the second one cleared up. So they're no longer --

CHAIRWOMAN GONSALVES: In other words, those violations don't exist anymore?

MR. SPETO: They don't exist any more. It's been taken care of.

CHAIRWOMAN GONSALVES: Any other questions? Minority Leader Kevan.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer. Just a quick question. In regards to E-31-16, from our

reading of the contract, the disclosure indicates -- we don't see, actually, Mr. Michael Schmeltzer, am I pronouncing that correct? I hope I am. We don't see his name mentioned on the disclosure form. But there is documentation in the back that indicates he's 49 percent owner.

MR. SPETO: Yes, he is.

LEGISLATOR ABRAHAMS: He's is a 49 percent owner?

MR. SPETO: I believe he is, yes.

LEGISLATOR ABRAHAMS: So I would think that he would fall under the requirements of filing disclosure since he is a principal of the business?

MR. SPETO: I believe the disclosure we have is for the other family member who I believe is a 51 percent owner.

LEGISLATOR ABRAHAMS: Yes. But we would need all of them. And then, also, we went through this, it's no fault of yours, we went through this in the committee meeting last week actually in regards to the responses or lack of responses to the

conflict of interest questions on 17A and 17B.

It also looks like, and this is from Mr. Arnold, we did receive, I guess, amendments to question 17 in regards to the conflict of interest on B-19, B-10, E-36, E-37 and E- 42. So it seems like this one kind of slipped through for some reason. But we did just receive this, this came today, February 1, so people are reading it.

CHAIRWOMAN GONSALVES: I'm going to make it easy, guess what, I'm going to take a motion to table this item.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. All those in favor of tabling E-31 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is tabled until we get the additional information. What is the

item? Did you agree to the tabling, Kevan?

LEGISLATOR ABRAHAMS: We agree to the tabling.

CHAIRWOMAN GONSALVES: So it's seven.

LEGISLATOR ABRAHAMS: Just for the record, it's also been brought to my attention that on all of these contracts the same issue in regard to the conflict of interest, I believe that's question 17A and B, it was not responded to in this particular, for any of these contracts that are up before us for today.

CHAIRWOMAN GONSALVES: I have a question. I think Mr. Podlesak is here. I think that your concern really should be addressed by whether or not these contracts indicate a conflict of interest. Would you be able to tell us whether or not that is so?

MR. PODLESAK: Gerry Podlesak. This is the first I've heard about there being an email. This is the first I've heard of it. I don't know if it's been

addressed by the police department. I can't answer it.

LEGISLATOR ABRAHAMS: If I may, Madam Presiding Officer.

CHAIRWOMAN GONSALVES: Hold on, Minority Leader. This question came up, I believe Mr. Podlesak, this question came up I believe in a previous meeting which raised the question of conflict of interest according to the disclosure form, Item 17, and we were going to get a clarification from the County Attorney's Office regarding whether or not the items demanded either a yes or no answer.

So, I'm going to at this point, guess what, sorry, I'm going to ask to table all of these items.

LEGISLATOR DUNNE: So moved.

CHAIRWOMAN GONSALVES: There's a motion on the table. He just made the motion to table. Hold on. Before a get a second on this.

LEGISLATOR ABRAHAMS: I rather present the question because we're going to

bring it up in two weeks.

CHAIRWOMAN GONSALVES: The question was already posed.

LEGISLATOR ABRAHAMS: No, no. We have another question that I don't want to pose and then suddenly they don't have an answer or maybe they do have an answer, and then it just comes up again. So I'd rather present the question now so they have the time to answer it.

CHAIRWOMAN GONSALVES: Go ahead.

LEGISLATOR ABRAHAMS: It has also come to our attention that one of the owners of the business in E-31, I believe, Thomas Schmeltzer, again, that he didn't answer the question 8A, in the past five years have you been convicted after trial or plea of a misdemeanor, convicted of a trial or plea of a misdemeanor, so just to put that on your radar as well that he can respond to that.

CHAIRWOMAN GONSALVES: In other words, we need some work done on the disclosures. Okay? Lieutenant, you have it?

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MR. PODLESAK: Is that E-31 or another one?

CHAIRWOMAN GONSALVES: E-31. Question 8.

LEGISLATOR ABRAHAMS: That was E-31.

MR. PODLESAK: You're talking about question eight, it's marked in the copy that I'm looking at, it's marked -- which one are you talking about, which number is it?

LEGISLATOR ABRAHAMS: I'm talking about --

CHAIRWOMAN GONSALVES: We just tabled that item.

LEGISLATOR ABRAHAMS: We tabled it.

CHAIRWOMAN GONSALVES: In the interest of getting as much information as we can, we need to go back and look at the disclosure form and are questionable, especially 17 when it comes to the conflict of interest because we did get the feeling that the County Attorney's Office would

address that question on the disclosure form. All right? Whether or not the contractor needs to say yes, no or just ignore it.

So I think this is what we need to do. I'm going to unfortunately table, and Legislator Dunne began the tabling motion.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: And seconded by Legislator Kopel. All those in favor of tabling E-32, 33, and 34 and 35 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

LEGISLATOR ABRAHAMS: We are in favor of tabling.

CHAIRWOMAN GONSALVES: Seven zero. Please get whatever information we need. That means from the County Attorney's Office as well to clarify Item 17.

LIEUTENANT STEPHANOFF: Yes, I will. Thank you very much.

Rules Committee/2-1-16

CHAIRWOMAN GONSALVES: 32, 33, 34, and 35 were tabled as well. Next one is E-36, contract with DPW and Dvirka and Bartilucci/Liro, Joint Venture.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. Go ahead, Mr. Arnold.

MR. ARNOLD: E-36 is a contract amendment to the Liro Dvirka Bartilucci construction management contract for miscellaneous improvements at Bay Park. It's for time only for additional 18 months. The project was delayed due to impacts from Hurricane Sandy.

CHAIRWOMAN GONSALVES: Any questions of Mr. Arnold on this contract?

LEGISLATOR ABRAHAMS: Mr. Arnold, you updated it. That was part of the ones that I read into the record.

MR. ARNOLD: Yes.

CHAIRWOMAN GONSALVES: Legislator

Nicolello.

LEGISLATOR NICOLELLO: You just indicated that it was delayed due to Hurricane Sandy, so these construction management contracts were in place before Hurricane Sandy?

MR. ARNOLD: That's correct.

LEGISLATOR NICOLELLO: So it was the ongoing project that was --

MR. ARNOLD: It was an ongoing project. Hurricane Sandy came and we put a hold while we reevaluated the plan.

LEGISLATOR NICOLELLO: Right. Okay. Thank you.

CHAIRWOMAN GONSALVES: Are there any other comments or questions from the legislators?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of E-36 signify by saying aye.

(Aye.)

Any opposed?

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(No verbal response.)

Any abstentions?

(Abstain.)

Four, zero, three.

The next item is contract E-37 with DPW and LKB Consulting Engineers.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. Mr. Arnold.

MR. ARNOLD: E-37 is a construction management for a professional services with Lockwood Kessler & Bartlett for our traffic expansion Phase 6 project. They will oversee all construction and make sure we do all construction activities and get reimbursed to the maximum extent possible which should be 80 percent.

CHAIRWOMAN GONSALVES: Any questions of Mr. Arnold on this contract?

(No verbal response.)

Is there any public comment?

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(No verbal response.)

There being none, all those in favor of E-37 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four, zero, three.

The next contract is E-38, a contract with CDM Smith, Liro Engineers, Inc.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. Mr. Arnold.

MR. ARNOLD: E-38 is a contract amendment for time only for Liro and CDM. They were our contract managers for the Step and the environmental cleanup, or the Clean & Seat Program. This is -- we're closing out that contract and there was some billing

that occurred that we needed to close out so we had to extend the contract accordingly to make them whole. There is no money involved in this. It was all within the existing cap.

CHAIRWOMAN GONSALVES: Any questions or comments of Mr. Arnold?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of E-38 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four, zero, three.

The next item is contract E-39, a contract with Liro Engineers, Inc.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by

Legislator Dunne, seconded by Legislator Kopel. Mr. Arnold.

MR. ARNOLD: E-39 is a construction management contract for professional services for traffic expansion Phase 5 project. Again, as in E-37, this contract will oversee all contract operations to make sure that we do everything to maximize our state reimbursement which should be 80 percent.

CHAIRWOMAN GONSALVES: Are there any questions of Mr. Arnold regarding this contract?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of E-39 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four, zero, three.

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The next contract is a contract with DPW and Simco Engineering, P.C.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. Mr. Arnold.

MR. ARNOLD: E-40 is another construction management contract for professional services associated with paving markings Phase 8.

Again, this contractor will oversee all contractor operations to make sure we maximize our state reimbursement which is at 80 percent.

CHAIRWOMAN GONSALVES: Any comments or questions for Mr. Arnold?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of E-40 signify by saying aye.

(Aye.)

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Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four, zero, three.

The next contract is E-41 with DPW Greenman - Pedersen, Inc.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. Mr. Arnold.

MR. ARNOLD: E-41 is a design contract for professional services with Greenman Pedersen, Inc. For the design of replacement traffic signal equipment on the Long Beach barrier island. There are three individual sub-tasks within this contract. Greenman Pedersen along with their sub will be designing all three. This will be all reimbursed 80 percent by state and federal money. It's Super Storm Sandy damage.

CHAIRWOMAN GONSALVES: Any

questions or comments for Mr. Arnold on this contract?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of E-41 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four, zero, three.

The next contract is E-42 with DPW and Haks Engineers, Architects and Land Surveyors, P.C.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. Mr. Arnold.

MR. ARNOLD: E-42 is a construction management contract associated

with the installation of new effluent pumps at the Bay Park Sewage Treatment Plant.

Again, it's a professional services contract. Haks was the highest technically ranked provider. This, again, is part of the Sandy reimbursement money.

CHAIRWOMAN GONSALVES: Any questions or comments for Mr. Arnold on E-42? Minority Leader Kevan.

LEGISLATOR ABRAHAMS: Mr. Arnold, can you just explain to us, this was done with the qualification base selection procedure for procurement that was used?

MR. ARNOLD: That's correct.

LEGISLATOR ABRAHAMS: Just explain that to us so we can have a general idea of what that is.

MR. ARNOLD: The department's technical review committee reviews all the technical proposals. We rank them on a number of factors, experience, the team, local preference, schedule.

LEGISLATOR ABRAHAMS: This sounds like the normal process.

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MR. ARNOLD: Yes. The regular process.

LEGISLATOR ABRAHAMS: I don't remember ever seeing that verbiage before. Then, after we get done with the technical ranking, if we have a clear highest technically ranked firm, we open core proposals and then we negotiate best value.

LEGISLATOR ABRAHAMS: Thank you.

CHAIRWOMAN GONSALVES: Legislator Dunne.

LEGISLATOR DUNNE: A quick question. They had a chart one time and they showed us how much was needed and what was going to be done in phases. Can we get some type of --

MR. ARNOLD: We owe you an update on our sewage treatment plan work.

LEGISLATOR DUNNE: You'll get that for us?

MR. ARNOLD: Mr. McCloy spoke to me earlier and we are working on that. We have just been covering a couple of different things.

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LEGISLATOR DUNNE: Thank you.

CHAIRWOMAN GONSALVES: Any other comments or questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of E-42 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four, zero, three.

Then we have an addendum. At this point I need a motion to suspend the rules.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello. All those in favor of suspending the rules signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The motion passes unanimously.

We have two personal services agreements; E-5, a resolution executing a personal services agreement between the County of Nassau acting on behalf of the Nassau County District Attorney Office and fund for the City of New York Center for Court Innovation; and a personal services agreement E-13, an agreement between the County of Nassau on behalf of the Department of Social Services and Berkshire Farm Center and Services for Youth.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. I don't know if there's anyone here to speak on these items. Motion to table, please. There is a reason.

We need additional information so we're going to table E-5 and E-13. Motion

to table.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. All those in favor of tabling E-5 and E-13 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The items are tabled. That concludes the contract portion of the Rules Committee. The next committee is Public Works.

(Whereupon, the Rules Committee recessed at 2:18 p.m. and reconvened at 2:39 p.m.)

CHAIRWOMAN GONSALVES: The committee is now reconvening.

We are calling the one on the addendum, that's it. The items we're calling now are on the addendum. I'm going to call 48 separately, Item 48, a resolution to authorize the transfer of appropriations

heretofore made within the budget for the year 2016.

Motion, please.

LEGISLATOR ABRAHAMS: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Abrahams, seconded by Legislator Kopel. Any questions, any comments regarding this item?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of 48 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

I'm going to block 49, 50, 51, 52, 53, and 54. All these items have gone through committee and, again, I ask we incorporate the testimony from the committees into the Rules Committee.

Any further questions on 49, 50,

51, 52, 53, 54? Yes, Minority Leader.

LEGISLATOR ABRAHAMS: Thank you. I just want to elaborate, obviously if we can adopt the record from both previous committees, including Legislator Birnbaum including Legislator DeRiggi-Whitton's comments, but I just wanted to elaborate --

CHAIRWOMAN GONSALVES: Hold on. I think I said to incorporate the testimony from the previous committees. I do that all the time.

(Whereupon, the following are the minutes of the Public Works Committee pertaining to Clerk Items 49-54; 2-1-16.)

CHAIRMAN MUSCARELLA: At this time we have an addendum to the committee. I would ask for a motion to suspend the rules.

LEGISLATOR RHOADS: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN MUSCARELLA: By Mr. Rhoads, seconded by Mr. MacKenzie. All those in favor of suspending the rules please say aye.

(Aye.)

Any opposed?

(No verbal response.)

The rules are suspended. I'm going to call all of these items at once and block vote them. We have Clerk Item 49-16, a bond ordinance providing for a capital expenditure to finance a capital project specified herein within the County of Nassau authorizing $74,986,552 of bonds of the County of Nassau to finance said expenditure and making certain determinations pursuant to SEQRA and pursuant to the Local Finance Law of New York and the County Government Law of Nassau County;

Item 50 of '16, a bond ordinance providing for a capital expenditure to finance a capital project identified herein within the County of Nassau authorizing $164,283,342.78 of bonds of the County of Nassau to finance said expenditure pursuant to the Local Finance Law of New York and the County Government Law of Nassau County;

Item 51 of '16 is an ordinance to

adopt the capital budget for the County of Nassau for the first year of the four year capital plan, to commence on January 1st, 2014 pursuant to the provisions of Section 310 of the County Government Law of Nassau County;

Item 52 of 2016 is an ordinance to adopt the capital budget for the County of Nassau for the first year of the four year capital plan to commence on January 1st, 2016, pursuant to the provisions of Section 310 of the County Government Law of Nassau County;

Item 53 of '16 is a resolution to adopt the four year capital plan for the County of Nassau to commence on January 1st, 2015 pursuant to the provisions of Section 310 of the County Government Law of Nassau County;

And Item 54 of 2016 is a resolution to adopt the four year capital plan for the County of Nassau to commence on January 1st, 2016 pursuant to the provisions of Section 310 of the County Government Law

of Nassau County.

LEGISLATOR GAYLOR: So moved.

LEGISLATOR RHOADS: Second.

CHAIRMAN MUSCARELLA: Motion by Mr. Gaylor, seconded by Mr. Rhoads. The items are before us. Normally at this time what we do is pass these along through to the Legislature, basically what we would call teeing it up.

I know the majority has a number of questions and concerns regarding these items and I would ask if anybody has anything else to say. Yes, Ms. Birnbaum.

LEGISLATOR BIRNBAUM: I would just like to say on behalf of the minority caucus that we received, I think we all received these items just on Friday and, because they are all very important and contain significant projects for a lot of money, a lot of funding that's being asked for, I think at this point we need more time to review it.

I have been told there's some errors in some of the expenses, some of the

funds being asked for, and I would like to see it corrected before we review it again.

So, at this point in time I don't believe any of us on the minority caucus will be voting in favor of it.

CHAIRMAN MUSCARELLA: Okay. Ms. Curran, do you have something to say?

LEGISLATOR CURRAN: I actually have a question if there is anyone here to answer it.

CHAIRMAN MUSCARELLA: Is there anyone here to answer?

MR. ARNOLD: Kenneth Arnold, Public Works.

LEGISLATOR CURRAN: So I don't know if this is a finance question or a Public Works question but I will pose it anyway since you're standing there, but I don't expect you to have the answer but, maybe, in the meantime, someone could come who does know the answer.

So, according to the official statement from the county dated this past January 15th, there are about 1.5 billion

dollars in authorized but unissued bonds, so money that has been approved by this body but the county has not gone to actually get.

I guess my question would be, can we use some of this money for these projects that we're talking about?

Also, are all of these approved by NIFA, and is there sort of a time when that runs out, when that authorization runs out? Those would be my questions. I'm told it's ten years. So thank you for that.

MR. ARNOLD: Yes. Bonds do sunset in ten years.

LEGISLATOR CURRAN: So these would still be legitimate, yes?

MR. ARNOLD: Yes, but those bonds also are dedicated for a purpose, they cannot be used for other purposes.

LEGISLATOR CURRAN: Yes, that's true. There is a list of what they are for. But I'm wondering if there are any there that could be used for some of these other things or no?

MR. ARNOLD: No. If we could

have, we would have used them.

LEGISLATOR CURRAN: Okay. And, also, do you know if they have all been approved by NIFA?

MR. ARNOLD: NIFA does not approve individual capital projects, they approve borrowing.

LEGISLATOR CURRAN: Right. I got my answer. Thank you very much.

CHAIRMAN MUSCARELLA: Just for the record, the majority also did not get any of these items until this past Friday.

So, without any further questions, any public comment?

(No verbal response.)

What I would like to do then, if we can, is pass this through. It will I believe be noticed for our next meeting but I'm not quite so sure the items are going to be called until we have all the answers both on your side and ours.

All those in favor of passing these items through signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The items pass four to three.

(Whereupon, the following are the minutes of the Finance Committee pertaining to Clerk Items 48-54; 2-1-16.)

CHAIRMAN NICOLELLO: We have an amended addendum. Motion to suspend the rules.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator MacKenzie. All those in favor of suspending the rules signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The rules are suspended.

Item 48 of 2016 is a resolution to authorize the transfer of appropriations heretofore made within the budget for the year 2016.

LEGISLATOR WALKER: So moved.

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LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella. Do we have any discussion on this item?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

That item carries unanimously. Items 49, 50, 51, 52, 53, 54 of 2016, actually, these were just called in Public Works. Do we have consent to waive the reading of these items from the minority? Okay. We will incorporate by reference the minutes of the last committee, the Public Works committee.

(Whereupon, please refer to the minutes of the Public Works Committee dated February 1, 2016 pertaining to Clerk Items

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49-54 at pages 4-11.)

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator Walker. The item is before the committee. As Legislator Muscarella just indicated, the point of this is to tee these up for a full hearing before the Full Legislature. Both the minority and majority have questions regarding these items.

Obviously we all received them late but, at the same time, the point is to put them into a position where they can be approved by the Full Legislature. Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: Thank you. With that hearing, I would also just like to incorporate the fact that, although we were told there were numerous errors in the capital budget which have to be addressed, we also are still asking for some type of contract procurement reform.

We need to feel comfortable

voting for these and, as Legislator Birnbaum expressed, we do support many of these projects and personally want to see many of them go through, but as a Legislature we have to also be brought to the point where we all feel comfortable.

I'm asking prior to the next hearing that we at least take the basic recommendations that were offered by the Zar Committee or at least make some attempt to make sure by us voting for this capital that we are also making that money available and therefore contracts will be coming, and we just have to again make sure that we are all in a place where we can have absolutely no question that the procurement process was done correctly.

CHAIRMAN NICOLELLO: Any other discussion?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries by a vote of four to three.

(Whereupon, the following is the continuation of the minutes of the Rules Committee, 2-1-16.)

LEGISLATOR ABRAHAMS: But I just wanted to elaborate on some of the comments that Legislator DeRiggi-Whitton made.

Obviously, as it pertains to the procurement process, we want to make sure that what we vote for protects the entire institution, all 19 of us as well as those that are part of the process as well.

CHAIRWOMAN GONSALVES: You got it. Any other comments or questions or any public comment?

(No verbal response.)

There being none, all those in favor of 49, 50, 51, 52, 53, and 54 signify by saying aye. There wasn't a motion. Thank you very much. A motion please on

those items.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello. Since there is no further comment from the legislators or the public, all those in favor of 49, 50, 51, 52, 53, 54 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

It's four three.

Motion to adjourn.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello. All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

We are now adjourned.

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(Whereupon, the Rules Committee adjourned at 2:44 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of February, 2016.

_____

FRANK GRAY

Contract No.: S3B119-03M

CLPW160000004

Department: Public Works

CF (Capital)

E-36-16 CF 1939

Contract Details

NIFS ID #: CFPW10000061 NIFS Entry Date: 1/22/16 Term: from Execution to 4/3/2016

Service: Construction Management

New ☐ Renewal ☒	
Amendment	☒ #2
Time Extension	☒
Addl. Funds	☐
Blanket Resolution ☐ RES#	

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

Agency Information

Vendor

Name
Dvirka & Bartilucci/Liro, a Joint Venture

Vendor ID#
90-0508408

Address
330 Crossways Park Dr
Woodbury, NY 11797

Contact Person
Steven Fangmann

Phone
(516) 364- 9892

County Department

Department Contact
Damon Urso

Address
3340 Merrick Road
Building R, 3rd Floor

Phone
516-571-7508

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	1/22/16		
	DPW (Capital Only)	*CF Capital Fund Approval* ☐	1/22/16		
	OMB	*NIFS Approval* ☐	1/25/16		Yes ☐ No ☐ Not required if Blanket Res
	County Attorney	*CA RE & Insurance Verification* ☐	01/25/16		
	County Attorney	*CA Approval as to form* ☐	01/25/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	1/25/16	Corinne A. Vetter	
	Rules ☐/ Leg. ☐	2016 JAN 25 P 2:28			
	County Attorney	*NIFS Approval* ☐ CLERK OF THE LEGISLATURE NASSAU COUNTY			
	Comptroller	*NIFS Approval* ☐ RECEIVED			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/25/16		

Contract No.: S3B119-03M

Department: Public Works

Contract Summary: AMENDMENT NO. 2 CFPW10000061

Description: Construction Management Services Agreement for the Bay Park Improvements to Various Buildings and Equipment.
Purpose: Agreement to provide Construction Management Services to the Department's Environmental Construction Group. These services will be needed to supplement our current staff of engineers and construction inspectors in the construction management efforts required for construction of the Bay Park STP Improvements to the Various Buildings and Equipment.
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No 1-1993.
Procurement History: A Request for Proposal (RFP) was advertised in Newsday and the County website in August 2010 with technical proposals received on August 30, 2010. Eleven (11) firms responded to this RFP. Eight (8) of the firms were considered local firms (firms having a main or significant branch office in Nassau or Suffolk County). Proposals were evaluated by NCDPW personnel on September 23, 2010.
Description of General Provisions: The Amendment No. 2 requests continued complete construction services including furnishing resident engineer, inspectors, schedulers, cost estimators, and evaluation of contractor claims.
Impact on Funding / Price Analysis: THERE WAS A DELAY TO THIS JOB DUE TO SUPERSTORM SANDY AND WE ARE REQUESTING AN EXTENSION OF TIME ONLY FOR EIGHTEEN (18) MONTHS. **NO ADDITIONAL FUNDING REQUESTED.**
Change in Contract from Prior Procurement: **EXTENSION OF TIME ONLY**
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information: CFPW10000061

BUDGET CODES	
Fund:	CSW
Control:	3B
Resp:	119
Object:	03
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	$ XXXXXX
County	$
Federal	$
State	$
Capital 3B117	$ 0.01
Other	$
TOTAL	$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCSW/000/00003	$ 0.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Damon Urso **Date** Jan. 4, 2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/25/16
Date	Date	*(For Office Use Only)* E #:

E-3616

RULES RESOLUTION NO. 39 - 2016

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 DVIRKA AND BARTILUCCI/LIRO, JOINT VENTURE

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2-1-16
(or Roll Call)
Ayes 4 Nayes 0 Abstained 3 Recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Dvirka and Bartilucci/LIRO, Joint Venture for construction management services associated with improvements to various buildings and equipment at the Bay Park Sewage Treatment Plant, 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 Dvirka and Bartilucci/LIRO, Joint Venture.

AMENDMENT NO. 2

AMENDMENT, dated as of _____ ___, 2015 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Dvirka and Bartilucci/Liro, Joint Venture, a consultant engineering firm having its principal office at 330 Crossway Park Drive, Woodbury, New York 11797 (the "Firm" or the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number S3B119-03M between the County and the Firm, executed on behalf of the County on January 4, 2011, and as extended by extension letter, executed on behalf of the County on April 10, 2013 (the "Original Agreement"), and as amended by an amendment executed on behalf of the County on August 20, 2014 (the "Amendment No. 1"), the Firm performed certain services for the County in connection with construction management services associated with the Improvements to Various Buildings and Equipment at the Bay Park Sewage Treatment Plant, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from January 4, 2011, through January 3, 2014 (the "Original Term"); and

WHEREAS, the term of the Original Agreement was extended by Amendment ("Amendment No. 1") for nine (9) months, so that the termination date of the Original Agreement is now October 3, 2014 (the "Amended Term No 1"); and

WHEREAS, the County and the Firm desire to extend the Amended Term in order to complete the Services.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment ("Amendment No. 2"), the parties agree as follows:

1. Term Extension. The Original Term, and as amended by Amended Term No. 1, shall be extended for eighteen (18) months so that the termination date as amended by this Amendment ("Amendment No. 2") shall be April 3, 2016. The Department, in its sole discretion, shall have the right to extend this Amended Term for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date.

2. Full Force and Effect. All the terms and conditions of the Original Agreement and Amendment No. 1 not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

DVIRKA AND BARTILUCCI CONSULTING ENGINEERS

By: _____

Name: Steven A. Fangmann, P.E.

Title: Executive Vice President

Date: 11/20/15

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the ____ day of November in the year 2015 before me personally came Steven A. Fangmann 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 Vice President of Dvirka and Bartilucci Consulting Engineers, 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

KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2018

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

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

NOTARY PUBLIC

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

LiRo ENGINEERS, INC

By: _____

Name: Lawrence A. Blood

Title: Sr Vice President

Date: 12/2/16

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 2nd day of December in the year 2015 before me personally came Lawrence H. Blond 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 Sr. Vice President of LiRO Engineers, Inc., 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

Joann Henzey

JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5057913
Qualified in Suffolk County
Commission Expires May 6, 2018

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

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

NOTARY PUBLIC

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: January 11, 2016

SUBJECT: Bay Park Modifications to the Various Process Equipment & Building Modifications
Extension of Time for Construction Management Services for
Dvirka & Bartilucci/LiRo, a Joint Venture
Agreement No. S3B119-03M

Dvirka & Bartilucci/LiRo, Joint Venture (D&B/LiRo), was procured to provide construction management services for the subject Bay Park project. It is the intent of this Department to amend the existing agreement to extend those services for eighteen (18) months from October 3, 2014 to April 3, 2016. No additional funds are requested, just an extension of time.

The Original Term of the Agreement was extended through an extension letter for one (1) year to January 3, 2014. Subsequently, this was again extended by nine (9) months to October 3, 2014 by Amendment No. 1. Super Storm Sandy related damage to this facility caused delays and additional Change Orders to this project. There is construction ending paperwork as well as Change Orders that need to be completed by the construction manager and D&B/LiRo cannot be reimbursed without an amendment to their agreement.

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

Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:JLD:rp

c: Shila Shah-Gavnoudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
✓Damon W. Urso, Sanitary Engineer III
Loretta V. Dionisio, Hydrogeologist II

APPROVED:

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

R. Webber

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Rob Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: September 30, 2010

SUBJECT: Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process Equipment and Building Modifications
Recommendation of Award for Construction Management Services
Project No. S3B119-03M

The Department of Public Works intends to procure construction management services for the Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process Equipment and Building Modifications.

The Department issued a Request for Proposals August 4, 2010 and responses were received from eleven (11) firms on August 30, 2010. Each of the firms submitted both a technical proposal, and a separately sealed cost proposal, as requested.

The technical proposals were evaluated by professional staff within the Department (Joseph L. Davenport, P.E., Richard A. Webber, P.E., James M. Gallagher, Assistant Superintendent of Sanitary Construction, and Joseph Amerigo, Civil Engineer II). The rating of technical proposals was completed on September 23, 2010. The technical rating results are tabulated below:

FIRM NAME	TECHNICAL SCORE	RANK
Dvirka and Bartilucci /LiRo Group(D&B/LiRo)	92.5	1st
Lockwood Kessler and Bartlett (LKB)	90.3	2nd
Hazen & Sawyer (H&S)	84.3	3rd

Following the completion of the technical ranking, the Department then opened the cost proposals. The cost proposals were reviewed and compared in detail. The proposed fees of the top ranked firms are indicated below (the complete rating summary and fee tabulation is attached):

FIRM NAME	TOTAL FEE
D&B/LiRo	$535,460
LKB	$1,045,291
Hazen & Sawyer	$466,928

D&B/LiRo's fee proposal, at $535,460 was approximately $500,000 less than the second ranked firm. D&B/LiRo provided a technical proposal which was in line with the effort we expect for a project this size.

SUBJECT: Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process Equipment and Building Modifications
Recommendation of Award for Construction Management Services
Project No. S3B119-03M

In our professional judgment, the D&B/LiRo team, having received the highest technical rating and proposing a reasonable cost, presents the best value to the County. Furthermore, it is the Department's recommendation that Dvirka and Bartilucci/LiRo Group, a Joint Venture, be retained to provide construction management services for the Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process Equipment and Building Modifications. There is a time sensitive issue with performing certain work during the early stages of construction. Should the award of this Construction Management Services Agreement not be in place by the time a construction begins, we will need to authorize Dvirka and Bartilucci to begin under the terms of their On-Call Agreement.

Funding for the professional services is available under project 3B119.

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

As these professional services exceed $100,000 and twelve months in duration, this Department upon your approval, shall begin the processing of a project specific agreement with Dvirka and Bartilucci/LiRo Group, a Joint Venture.

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

Shila Shah-Gavnoudias
Commissioner

SSG:RM:dmp

c: Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV
James M. Gallagher, Assistant Superintendent of Sanitary Construction
Joseph Amerigo, Civil Engineer II

APPROVED:

10/4/10
Rob Walker Date
Chief Deputy County Executive

DISAPPROVED:

Rob Walker Date
Chief Deputy County Executive

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

Mr Webber

TO: Civil Services Employees Association, Nassau Local 830 (fax 742-3801)

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

DATE: June 16, 2010

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract Number S3B119-03M
Project Number 3B119-03

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

1. DPW plans to recommend a Contract/Agreement for the following services:
   To provide the necessary Construction Management Services for the Bay Park Sewage Treatment Plant (BPSTP) Improvements and Replacements to Various Process Equipment and Building Modifications Project.

2. The work involves the following:
   Provide Resident Engineering, Inspection, and CPM Scheduling for the Improvements and Replacements to Various Process Equipment and Building Modifications Project at the BPSTP. The estimated cost for this construction project is $5,500,000.00.

3. An estimate of the cost is: $880,000.00

4. An estimate of the duration is: Twelve (12) months

Should you wish to propose an alternative to the proposed Contract/Agreement, please respond within ten (10) days to the Department of Public Works, Att: Raymond A. Ribeiro, Deputy Commissioner, Telephone 571-9611, Fax 571-9657.

Raymond A. Ribeiro
Deputy Commissioner

RAR:RM:lms
c: Jason Limson, Deputy Director, Office of Labor Relations
Rakhal Maitra, Assistant to the Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV
James M. Gallagher, Assistant Superintendent of Sanitary Construction
Jonathan Lesman, Management Analyst I

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

K:\Support Staff\Secunda\S3B119-03.doc

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

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

☐ RFQ ☒ RFP ☐ RFBC

Department: Public Works Date: June 2010

Service Requested: An Agreement with a qualified Firm to provide, on an as needed basis, Construction Management Services for the Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process Equipment and Building Modifications Project.

Justification: This agreement will provide additional staffing to supplement our current Construction Management Staff to ensure that the required Management and Inspection services are available during the construction phase of this project.

Estimated Construction Cost: $880,000.00 for Twelve (12) Month Agreement Date RFP Due: July 2010

Department Head Approval:	☒ YES	☐ NO	SIGNATURE
DCE/Vertical Approval:	☐ YES	☐ NO	6/15/10 SIGNATURE
DCE/Ops Approval:	☐ YES	☐ NO	SIGNATURE

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

	Vendor	Quote	Comment
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

DCE/Ops Approval: YES NO Signature _____

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Dvirka and Bartilucci/LiRo, a Joint Venture

CONTRACTOR ADDRESS: 330 Crossways Park Drive, Woodbury NY 11797

FEDERAL TAX ID #: 90-0508408

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 August 4, 2010. Potential proposers were made aware of the availability of the RFP by County Web Site and Newsday advertisement. Thirty-four potential proposers requested copies of the RFP. Proposals were due on August 30, 2010. Eleven (11) proposals were received and evaluated. The evaluation committee consisted of: Joseph Davenport, P.E, .Richard Webber, P.E. James Gallagher, Assistant Superintendent of Sanitary Construction, and Joseph Amerigo, Civil Engineer II. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 28, 2009. 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 evaluations of eight (8) proposals were received in response to our Request for Proposals. This amendment is to extend the period of the contract and does not change the dollar amount of the Agreement.

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. X 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.

VIII. X 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. X 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 the contract being submitted to the Comptroller.

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

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

Department Head Signature

1/22/16
Date

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

Compt. form Pers. /Prof. Services Contracts: Rev. 09/15

COUNTY OF NASSAU

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

1. Name of the Entity: D&B Engineers and Architects, P.C.

Address: 330 Crossways Park Drive

City, State and Zip Code: Woodbury, NY 11797

2. Entity's Vendor Identification Number: 11-2393559

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

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

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

Henry J. Chlupsa, President, [redacted]

Steven A. Fangmann, Executive Vice President, [redacted]

Robert L. Raab, Vice President, [redacted]

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

Henry J. Chlupsa, President, [redacted]

Steven A. Fangmann, Executive Vice President [redacted]

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

D&B Environmental Associates, LLC

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

None

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

None

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

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

Dated: 11/20/15

Signed:

Print Name: Steven A. Fangmann

Title: Executive Vice President

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

COUNTY OF NASSAU

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

1. Name of the Entity: D&B Environmental Associates, LLC

Address: 330 Crossways Park Drive

City, State and Zip Code: Woodbury, NY 11797

2. Entity's Vendor Identification Number: 20-2783675

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

✓ Ltd. Liability Co ____Closely Held Corp _____Other (specify)

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

Henry J. Chlupsa, President, [redacted]

Steven A. Fangmann, Executive Vice President, [redacted]

Robert L. Raab, Vice President, [redacted]

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

Henry J. Chlupsa, President, [redacted]

Steven A. Fangmann, Executive Vice President, [redacted]

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

D&B Engineers and Architects, P.C.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

None

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

None

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

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

Dated: 11/20/15

Signed: _____

Print Name: Steven A. Fangmann

Title: Executive Vice President

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

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Constructors, Inc.

Address: 3 Aerial Way (Corporate Headquarters)

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 27-3666134

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

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

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

Rocco L. Trotta, PE, [redacted]
Luis M. Tormenta, PE, [redacted]
Michal Burton, PE, [redacted]

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

Rocco L. Trotta, PE, [redacted]

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

**LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
**LiRo Engineers, Inc. – Common Ownership and Control
LiRo Architects + Planners, P.C. – Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) – Common Ownership and Control
LiRo Program and Construction Management, Inc. – Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Control

**Affiliated Company that may take part in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

N/A

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

N/A

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

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

Dated: 12-3-15

Signed: _____

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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.

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

N/A

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

N/A

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

N/A

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

N/A

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.

Dated: 12-3-15

Signed:

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Architects and Engineers, P.C. (CT)

Address: 3 Aerial Way (Corporate Headquarters)

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 41-2249341

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

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

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

Rocco L. Trotta, PE, [redacted]
Luis M. Tormenta, PE, [redacted]
Michal Burton, PE, [redacted]
Gilbert E. Balog, AIA; [redacted]

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

Rocco L. Trotta, PE, [redacted]
Gilbert E. Balog, AIA [redacted]

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

**LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
**LiRo Engineers, Inc. – Common Ownership and Control
LiRo Architects + Planners, P.C. – Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) – Common Ownership and Control
LiRo Program and Construction Management, Inc. – Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Control

**Affiliated Company that may take part in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

N/A

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

N/A

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

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

Dated: 12-3-15

Signed: _____

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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.

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

N/A

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

N/A

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

N/A

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

N/A

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.

Dated: 12-3-15

Signed: _____

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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.

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Architects and Engineers, P.C. (PA)

Address: 3 Aerial Way (Corporate Headquarters)

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 26-4196338

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

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

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

Rocco L. Trotta, PE, [redacted]
Luis M. Tormenta, PE, [redacted]
Michal Burton, PE, [redacted]
Gilbert E. Balog, AIA, [redacted]

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

Rocco L. Trotta, PE, [redacted]
Gilbert E. Balog, AIA, [redacted]

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

**LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
**LiRo Engineers, Inc. – Common Ownership and Control
LiRo Architects + Planners, P.C. – Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) – Common Ownership and Control
LiRo Program and Construction Management, Inc. – Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Control

**Affiliated Company that may take part in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

N/A

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

N/A

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

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

Dated: 12-3-15

Signed: _____

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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.

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

N/A

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

N/A

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

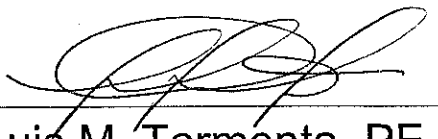
N/A

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

N/A

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.

Dated: 12-3-15

Signed: 

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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.

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Architects + Planners, P.C.

Address: 3 Aerial Way (Corporate Headquarters)

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 13-3119887

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

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

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

Rocco L. Trotta, PE, [redacted]
Luis M. Tormenta, PE, [redacted]
Michal Burton, PE, [redacted]
Gilbert E. Balog, AIA, [redacted]
Michael Rennard, PE, [redacted]

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

Rocco L. Trotta, PE, [redacted]
Gilbert E. Balog, AIA, [redacted]

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

**LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
**LiRo Engineers, Inc. – Common Ownership and Control
LiRo Architects + Planners, P.C. – Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) – Common Ownership and Control
LiRo Program and Construction Management, Inc. – Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Control

**Affiliated Company that may take part in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

N/A

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

N/A

---

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

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

Dated: 12-3-15

Signed: _____

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

N/A

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

N/A

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

N/A

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

N/A

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.

Dated: 12-3-15

Signed:

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Architects & Engineers West, P.C.

Address: 3 Aerial Way (Corporate Headquarters)

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 11-3579249

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __X__Closely Held Corp _____Other (specify)

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

Rocco L. Trotta, PE, [redacted]
Luis M. Tormenta, PE, [redacted]
Michal Burton, PE, [redacted]
Gilbert E. Balog, AIA, [redacted]
Michael Rennard, PE, [redacted]

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

Rocco L. Trotta, PE, [redacted]
Gilbert E. Balog, AIA, [redacted]

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

**LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
**LiRo Engineers, Inc. – Common Ownership and Control
LiRo Architects + Planners, P.C. – Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
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LiRo Architects & Engineers, P.C. (PA) – Common Ownership and Control
LiRo Program and Construction Management, Inc. – Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Control

**Affiliated Company that may take part in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

N/A

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

N/A

---

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

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

Dated: 12-3-15

Signed: _____

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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.

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

N/A

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

N/A

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

N/A

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

N/A

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.

Dated: 12-3-15

Signed:

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Engineers, Inc.

Address: 3 Aerial Way (Corporate Headquarters)

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 13-1974950

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __X__Closely Held Corp _____Other (specify)

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

Rocco L. Trotta, PE, [redacted]
Luis M. Tormenta, PE, [redacted]
Lawrence S. Roberts, [redacted]
Michael Burton, PE, [redacted]
Michael Bailey, PE, [redacted]
Richard Schmalz, PE, [redacted]
Peter Gerbasi, PE, [redacted]
Robert Kreuzer, [redacted]
Alfred C. Bereche, [redacted]
Lawrence Blond, PE, [redacted]
Michael Rennard, PE [redacted]

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

Rocco L. Trotta, PE, [redacted]

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

**LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
**LiRo Engineers, Inc. – Common Ownership and Control
LiRo Architects + Planners, P.C. – Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) – Common Ownership and Control
LiRo Program and Construction Management, Inc. – Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Control

**Affiliated Company that may take part in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

N/A

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

N/A

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

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

Dated: 12-3-15

Signed: _____

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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.

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. 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.

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

N/A

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

LiRo Engineers, Inc.
3 Aerial Way, Syosset, NY 11560
516-938-5476

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

While not employed specifically for such purpose, employees of LiRo regularly interact with Nassau County officials and/or employees in a manner that may be viewed as "lobbying" under the attached definition. These interactions include discussions concerning technical issues associated with existing contracts, presentations in response to requests for proposals for new contracts and general discussions regarding the firms capabilities and expertise.

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

Nassau County officials and employees.

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.

Dated: 12-3-15

Signed:

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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.

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Program and Construction Management, Inc.

Address: 3 Aerial Way (Corporate Headquarters)

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 27-0705040

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __X__Closely Held Corp _____Other (specify)

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

Rocco L. Trotta, PE, [redacted]
Luis M. Tormenta, PE, [redacted]
Michal Burton, PE, [redacted]
Lawrence H. Blond, PE, [redacted]
Lawrence S. Roberts, [redacted]
Alfred C. Bereche, [redacted]

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

Rocco L. Trotta, PE, [redacted]

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

**LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
**LiRo Engineers, Inc. – Common Ownership and Control
LiRo Architects + Planners, P.C. – Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) – Common Ownership and Control
LiRo Program and Construction Management, Inc. – Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Control

**Affiliated Company that may take part in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

N/A

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

N/A

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

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

Dated: 12-3-15

Signed: _____

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 11/20/2015

1) Bidder's/Proposer's Legal Name: D&B Engineers and Architects, P.C.

2) Address of Place of Business: 330 Crossways Park Drive, Woodbury, NY 11797

List all other business addresses used within last five years:
See Attached

3) Mailing Address (if different): _____

Phone : 516-364-9890

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 06-592-9325

5) Federal I.D. Number: 11-2393559

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ✓ No ___ If Yes, please provide details: D&B/Guarino Engineers, LLC, 8 Neshaminy Interplex, Suite 291, Trevose, PA 19053

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, provide details. See Attached

10) Has the bidder/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 bidder/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. _____

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. _____

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? No ✓ Yes ___ If Yes, provide details for each such charge._____

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such

occurrence. _____

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? No ✓ Yes ___; If Yes, provide details for each such instance. _____

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

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

17) Conflict of Interest:

a) Please disclose:

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

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

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.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

   Should the bidder/proposer be other than an individual, the bid/proposal should include:

   i) Date of formation;

   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

   iii) Name, address and position of all officers and directors of the company;

   iv) State of incorporation (if applicable);

   v) The number of employees in the firm;

   vi) Annual revenue of firm;

   vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company Suffolk County DPW

Contact Person Gilbert Anderson, Commissioner

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone 631-852-4011

Fax # 631-852-4165

E-Mail Address gilbert.anderson@suffolkcountyny.gov

Company Westchester County Dept. of Environmental Facilities

Contact Person Thomas Lauro

Address 270 North Avenue
New Rochelle, NY 10801

City/State

Telephone 914-813-5450

Fax # 914-813-5460

E-Mail Address tj11@westchestergov.com

Company Great Neck Water Pollution Control District

Contact Person Christopher D. Murphy

Address 236 East Shore Road

City/State Great Neck, NY 11023

Telephone 516-482-0238

Fax # 516-482-8713

E-Mail Address cmurphy@gnwpcd.net

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 20 day of NOV. 2015

Notary Public

KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2018

Name of submitting business: D&B Engineers and Architects, P.C.

By: Steven A. Fangmann
Print name

Signature

Executive Vice President
Title

11 / 20 / 2015
Date

2) List all other business addresses used within last five years:

D&B Engineers and Architects, P.C.
3000 Hadley Road
So. Plainfield, NJ 07080
908-668-4747
908-668-4658 (Fax)

D&B Engineers and Architects, P.C.
4 West Red Oak Lane
White Plains, NY 10604
914-467-5300
914-467-6103 (Fax)

D&B Engineers and Architects, P.C.
PO Box 56
5879 Fisher Road
East Syracuse, NY 13057
315-437-1142
315-437-1282 x)

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

D&B Engineers and Architects, P.C. is not a subsidiary of, or controlled by another business. Following is a list of D&B Engineers and Architects, P.C.'s affiliate companies:

D&B/Guarino Engineers, LLC (Subsidiary)
8 Neshaminy Interplex
Trevose, PA 19053

D&B Environmental Associates (Affiliate)
330 Crossways Park Drive
Woodbury, NY 11797

D&B Engineers, LLC (Affiliate)
330 Crossways Park Drive
Woodbury, NY 11797

Business History Form

i Date of formation:	1965
ii Name, address and position of all persons having a financial interest in the company, (including any shareholders having 10% or more of the firm's outstanding shares), members, general or limited partner:	Henry J. Chlupsa, P.E. President and Director [redacted] Steven A. Fangmann, P.E. Executive Vice President and Director [redacted]
iii Name, address and position of all officers and directors of the company.	Henry J. Chlupsa, P.E. President and Director [redacted] Steven A. Fangmann, P.E. Executive Vice President and Director [redacted] Robert L. Raab, P.E. Vice President and Director [redacted]
iv State of Incorporation:	New York
v The number of employees in the firm:	200
vi Annual revenue of firm:	$38 Million (2014 Gross Revenue)
vii Summary of relevant accomplishments:	See proposal.
viii Copies of all relevant state and local licenses and permits.	See attached.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Steven A. Fangmann
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 330 Crossways Park Drive
   City/state/zip Woodbury, NY 11797
   Telephone 516-364-9890
   Other present address(es) n/a
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ____/____/____ Treasurer ____/____/____
   Chairman of Board ____/____/____ Shareholder 01/01/97
   Chief Exec. Officer ____/____/____ Secretary 01/01/08
   Chief Financial Officer ____/____/____ Partner ____/____/____
   Vice President ____/____/____ Exec. VP 01/01/08
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. S. Fangmann holds 20% ownership interest in the submitting vendor.

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? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES ✓ ; If Yes, provide details.
   S. Fangmann is an Officer and principal owner (20%) of D&B Environmental Associates and D&B Engineers, LLC, both located at 330 Crossways Park Drive, Woodbury, NY, and Past President of the New York Water Environment Association (not-for-profit organization)

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? NO ✓ YES ___ 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? NO ✓ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 20 day of NOV. 2015

Notary Public

KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2018

D&B Engineers and Architects, P.C.
Name of submitting business

Steven A. Fangmann
Print name

Signature

Executive Vice President
Title

11 / 20 / 15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Henry J. Chlupsa
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 330 Crossways Park Drive
   City/state/zip Woodbury, NY 11797
   Telephone 516-364-9890
   Other present address(es) n/a
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 01/01/08 Treasurer 01/01/08
   Chairman of Board 01/01/08 Shareholder 07/01/86
   Chief Exec. Officer ____/____/____ Secretary ____/____/____
   Chief Financial Officer ____/____/____ Partner ____/____/____
   Vice President ____/____/____ _____ ____/____/____
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. H. Chlupsa holds 80% ownership interest in the submitting vendor.

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? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES ✓; If Yes, provide details.
   H. Chlupsa is an Officer and principal owner (80%) of D&B Environmental Associates and D&B Engineers, LLC, both located at 330 Crossways Park Drive, Woodbury, NY

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? NO ✓ YES ___ 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? NO ✓ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

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

Sworn to before me this 19 day of NOV. 2015

Notary Public

KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2018

D&B Engineers and Architects, P.C.
Name of submitting business

Henry J. Chlupsa
Print name

Signature

President
Title

11 / 19 / 15
Date

PRINCIPAL QUESTIONNAIRE FORM

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

1. Principal Name Robert L. Raab
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 330 Crossways Park Drive
   City/state/zip Woodbury, NY 11797
   Telephone 516-364-9890
   Other present address(es) n/a
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ____/____/____ Treasurer ____/____/____
   Chairman of Board ____/____/____ Shareholder ____/____/____
   Chief Exec. Officer ____/____/____ Secretary ____/____/____
   Chief Financial Officer ____/____/____ Partner ____/____/____
   Vice President 07/01/2010 _____ ____/____/____
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ✓ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; 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? NO ✓ YES ___ 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? NO ✓ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

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

Sworn to before me this 19 day of NOV. 2015

Notary Public

KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2018

D&B Engineers and Architects, P.C.
Name of submitting business

Robert L. Raab
Print name

Signature

Vice President
Title

11 / 19 / 15
Date

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: November 20, 2015

1) Bidder's/Proposer's Legal Name: LiRo Engineers, Inc.

2) Address of Place of Business: 3 Aerial Way, Syosset, NY 11791

List all other business addresses used within last five years:
N/A

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

Phone : 516-938-5476

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 00-716-7914

5) Federal I.D. Number: 13-1974950

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) _____

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

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

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

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

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

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

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 X No ____ If Yes, provide details for each such investigation. See attached.

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

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

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction

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

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

occurrence. _____

_____

_____

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? No X Yes ___; If Yes, provide details for each such instance. _____

_____

_____

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

_____

_____

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

17) Conflict of Interest:

a) Please disclose:

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

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

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.

We are not aware of any matter that is or may become a conflict of interest preventing LiRo Engineers, Inc. from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact LiRo's ability to perform its services on this project, LiRo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, LiRo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact LiRo's ability to perform its services on the project.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

   Should the bidder/proposer be other than an individual, the bid/proposal should include:

   i) Date of formation;

   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

   iii) Name, address and position of all officers and directors of the company;

   iv) State of incorporation (if applicable);

   v) The number of employees in the firm;

   vi) Annual revenue of firm;

   vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company Town of Oyster Bay Department of Public Works

Contact Person Richard T. Betz

Address 150 Miller Place

City/State Syosset, NY 11791

Telephone 516-677-5127

Fax # N/A

E-Mail Address rbetz@oysterbay-ny.gov

Company Town of Hempstead

Contact Person William Rockensies

Address 350 Front Street

City/State Hempstead, NY 11550

Telephone 516-489-5000

Fax # 516-489-0024

E-Mail Address wrockensies@tohmail.org

Company Town of North Hempstead Department of Public Works

Contact Person Paul DiMaria

Address 285 Denton Avenue

City/State New Hyde Park, NY 11040

Telephone 516-739-6710

Fax # N/A

E-Mail Address dimariap@northhempsteadny.gov

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 3rd day of December 2015

Joann Henzey
Notary Public

JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5057913
Qualified in Suffolk County
Commission Expires May 6, 2018

Name of submitting business: LiRo Engineers, Inc.

By: Lawrence H. Blond, PE
Print name

Signature

Senior Vice President
Title

12 / 3 / 2015
Date

BUSINESS HISTORY FORM ATTACHMENTS

9.) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by any other business? Yes, affiliates are listed below:

LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
LiRo Architects + Planners, P.C. - Common Ownership and Control
LiRo Architects & Engineers West, P.C. (NJ) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. (CA) - Common Ownership and Control
LiRo Constructors, Inc. - Common Ownership and Control

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.

NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

ATTACHMENTS TO BUSINESS HISTORY FORM

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.

Established in 1983, The LiRo Group has grown from a local resident engineering and inspection company to a full-service program/construction management, engineering, architectural and environmental services firm. From the beginning, LiRo has placed a priority on direct, responsive communication with clients. Our commitment to working closely with clients at all project phases has played a significant role in our success – and that of our clients. It's also given us one of the industry's highest repeat business rates.

The LiRo Group is comprised of affiliate firms, which collectively offer our clients a comprehensive, multi-disciplined array of professional services covering a project from initial conceptual design through construction completion. The affiliate firms include: LiRo Program and Construction Management, PE, P.C., LiRo Engineers, Inc., and LiRo Architects + Planners, P.C. Together, The LiRo Group is one of New

York's largest privately held engineering, architectural and construction management firms. With offices in New York, New Jersey and Connecticut, LiRo primarily serves public sector clients throughout the tri-state area.

LiRo is unique in that we offer a broad range of services – construction management, architecture, civil, structural, mechanical, electrical, traffic, and environmental engineering - coupled with tight project controls and practical construction knowledge. Currently the firm is ranked among the nation's top 20 construction management firms (*Engineering News Record*).

i. **Date of formation:** 1925

ii. **Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner:**
Rocco L. Trotta, [redacted] Chairman and Sole Owner

iii. **Name, address and position of all officers and directors of the company:**
Rocco L. Trotta, [redacted] Chairman
Luis M. Tormenta, [redacted], CEO and Vice Chairman
Lawrence S. Roberts, [redacted] Senior Vice President, Chief Financial Officer
Michael Burton, [redacted] VP & National Operations Manager
Michael Bailey, [redacted] Senior Vice President
Richard Schmalz, [redacted], Vice President
Peter Gerbasi, [redacted] Vice President
Robert Kreuzer, [redacted], Vice President
Alfred C. Bereche, [redacted]1, General Counsel
Lawrence Blond, [redacted] Senior Vice President and General Manager
Michael Rennar[redacted] Vice President

iv. **State of incorporation:** New York

v. **The number of employees in the firm:** 487

vi. **Annual revenue of the firm:** LiRo Engineers, Inc. 2014 Gross Revenue = $112,597,000

vii. **Summary of relevant accomplishments:**
LiRo is headquartered in Syosset, NY, and continues to serve public and private sector clients ranging from villages and small companies to large state agencies. LiRo has the in-depth experience required to effectively address the requirements and concerns of this project, and is uniquely qualified to provide the expertise necessary to address the goals of this project.

LiRo has completed multiple projects that are the same or very similar to the proposed project. Below is a list of public sector clients for whom LiRo has provided similar work in the past five years.

- Nassau County Department of Public Works
- Town of Hempstead
- Town of Hempstead Department of Sanitation
- Town of Hempstead Department of Parks and Recreation
- Town of North Hempstead Department of Public Works
- Town of Oyster Bay Housing Authority
- Town of Oyster Bay Department of Public Works
- City of Long Beach Department of Public Works
- New York City Department of Transportation
- Suffolk County Department of Public Works
- New York City Police Department
- MTA – Bridges and Tunnels
- New York City Economic Development Corporation
- Westchester County Department of Public Works
- Port Authority of New York and New Jersey
- MTA – Long Island Rail Road
- New York City School Construction authority
- Dormitory Authority of the State of New York
- New York City Health & Hospitals Corporation
- New York City Housing Preservation and Development
- New York City Department of Design & Construction
- New York City Mayor's Office of Environmental Remediation
- New York State Department of Transportation
- New Jersey Turnpike Authority
- New York Public Library
- Empire State Development Corporation
- New York State Homes and Community Renewal
- New York State Thruway Authority
- MTA – New York City Transit
- New York City Housing Authority
- Rochester Housing Authority

B. Indicate the number of years in business: 90

C. Provide any other information indicating the Proposer's capacity and reliability to perform similar services.

The LiRo Group's staff of 750 professionals includes 96 licensed Professional Engineers and 18 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Lawrence H. Blond, PE
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 3 Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone (516) 938-5476
   Other present address(es) n/a
   City/state/zip n/a
   Telephone n/a
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Sr. Vice President 09 / 01 / 06 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; 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? NO X YES ___ 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? NO X YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 3rd day of December 2015

JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5057913
Qualified in Suffolk County
Commission Expires May 6, 2018

Joann Henzey
Notary Public

LiRo Engineers, Inc.
Name of submitting business

Lawrence H. Blond, PE
Print name

Signature

Senior Vice President
Title

12/03/2015
Date

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. 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.

n/a

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

n/a

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

n/a

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

n/a

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

n/a

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.

Dated: 11/20/15

Signed: _____

Print Name: Steven A. Fangmann, P.E., BCEE

Title: Executive Vice President

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

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

N/A

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

N/A

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

N/A

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

N/A

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.

Dated: 12-3-15

Signed: _____

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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.

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.

Steven A. Fangmann, P.E., Executive Vice President

Name and Title of Authorized Representative

m/d/yy

Signature

11/20/15

Date

D&B Engineers and Architects, P.C.

Name of Organization

330 Crossways Park Drive, Woodbury, NY 11797

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

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 voluntary 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.

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)

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(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.

Lawrence H. Blond, PE/ Senior Vice President

Name and Title of Authorized Representative

m/d/yy

Signature

12-3-2015

Date

LiRo Engineers, Inc.

Name of Organization

3 Aerial Way, Syosset, NY 11791

Address of Organization

CLPW14000023

Contract ID#: S3B11903M

Department: Public Works

E 176 F 14

CF (Capital)

Contract Details

SERVICE: Const Mgmt Bay Park

NIFS ID #: **CFPW10000061** NIFS Entry Date:____ Term: from 1/4/11 to 10/3/14

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

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

Agency Information

Vendor	
Name Dvirka & Bartilucci/Liro, a Joint Venture	Vendor ID# 90-0508408
Address 330 Crossways Park Dr Woodbury, NY 11797	Contact Person Steven Fangmann
	Phone 516-364-9892

County Department
Department Contact **Richard Webber**
Address **1194 Prospect Ave** **Westbury, NY 11590**
Phone 571-6811

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	6/14/14		
	DPW (Capital Only)	*CF Capital Fund Approval* ☑	6/14/14		
	OMB	*NIFS Approval* ☐	6/30/14		Yes ☐ No ☒ Not required if Blanket Res
7/2/14	County Attorney	*CA RE & Insurance Verification* ☑	7/2/14		
7/2/14	County Attorney	*CA Approval as to form* ☑	7/2/14		Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	7/11/14		
	Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐	07/31/2014		
	Comptroller	*NIFS Approval* ☒	8/13/14	TB 8/13/14	
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	7/17/14		

PR5254 (8/03)

Contract ID#: S3B11903M

Department: Public Works

Contract Summary: AMENDMENT#1 CFPW10000061

Description: Construction Management (CM) Services Agreement: Environmental Construction Group

Purpose: Agreement to provide Construction Management Services to the Department's Environmental Construction Group. These services will be needed to supplement our current staff of engineers and construction inspectors in the construction management efforts required for construction of the Bay Park Sewage treatment Plant Modifications to Miscellaneous Equipment and Building Modifications.

Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.

Procurement History: A Request For Proposal (RFP) was advertised in Newsday and the County website in August, 2010 with technical proposals received on August 29, 2010. Eleven (11) firms responded to this RFP. Eight (8) of the firms were considered local firms (firms having a main or significant branch office in Nassau or Suffolk County). Proposals were evaluated by NCDPW personnel on September 23, 2010.

Description of General Provisions: This AMENDMENT requests continued complete construction services including furnishing resident engineers, inspectors, schedulers, cost estimators, and evaluation of contractor claims.

Impact on Funding / Price Analysis: NONE. THERE WAS A DELAY TO THIS JOB DUE TO SUPERSTORM SANDY AND WE ARE REQUESTING AN EXTENSION OF TIME ONLY FOR NINE (9) MONTHS. **NO ADDITIONAL FUNDING REQUESTED**

Change in Contract from Prior Procurement: EXTENSION OF TIME ONLY

Recommendation: (approve as submitted)

Advisement Information: CFPW10000061

BUDGET CODES	
Fund:	CSW
Control:	3B119
Resp./Proj:	000
Object:	0003
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE		AMOUNT
Revenue Contract	☐	XXXXXX
County		$
Federal		$
State		$
Capital	3B119	$0.01
Other		$
	TOTAL	$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCSW/CSW/000/00003	$0.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$0.01

APPROVED
INDUSTRIAL WASTE SECTION
7/2/14

Document Prepared By: Richard Webber Date: 6/6/2014

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name: Michael S. Cohen	Name: Steven J. Feldish	Date
Date: 8/13/2014	Date: 8/13/14	(For Office Use Only) E #:

PR5254 (8/03)

E.176-14

RULES RESOLUTION NO 214 2014

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 DVIRKA & BARTILUCCI/LIRO, A JOINT VENTURE

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-28-14
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County of Nassau, on behalf of the Department of Public Works, has negotiated an amendment to a personal services agreement with Dvirka & Bartilucci/Liro, a Joint Venture for construction management services at the Bay Park Sewage Treatment Plant, 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 Dvirka & Bartilucci/Liro, a Joint Venture

RULES RESOLUTION NO. - 2014

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 DVIRKA & BARTILUCCI/LIRO, A JOINT VENTURE

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RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Dvirka & Bartilucci/Liro, a Joint Venture

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:	Dvirka and Bartilucci/LiRo, a Joint Venture
CONTRACTOR ADDRESS:	330 Crossways Park Drive Woodbury, NY 11797
FEDERAL TAX ID #:	900508408

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.

III. [X] This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 28, 2009. 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 evaluation of eight (8) proposals were received in response to our Request For Proposals. This amendment is to extend the period of the contract and does not change the dollar amount of the Agreement.

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.

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

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

Department Head Signature [signature]

6/19/14

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.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

Mr Webber

TO: Civil Services Employees Association, Nassau Local 830 (fax 742-3801)

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

DATE: June 16, 2010

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract Number S3B119-03M
Project Number 3B119-03

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

1. DPW plans to recommend a Contract/Agreement for the following services:
   To provide the necessary Construction Management Services for the Bay Park Sewage Treatment Plant (BPSTP) Improvements and Replacements to Various Process Equipment and Building Modifications Project.

2. The work involves the following:
   Provide Resident Engineering, Inspection, and CPM Scheduling for the Improvements and Replacements to Various Process Equipment and Building Modifications Project at the BPSTP. The estimated cost for this construction project is $5,500,000.00.

3. An estimate of the cost is: $880,000.00

4. An estimate of the duration is: Twelve (12) months

Should you wish to propose an alternative to the proposed Contract/Agreement, please respond within ten (10) days to the Department of Public Works, Att: Raymond A. Ribeiro, Deputy Commissioner, Telephone 571-9611, Fax 571-9657.

Raymond A. Ribeiro
Deputy Commissioner

RAR:RM:lms
c: Jason Limson, Deputy Director, Office of Labor Relations
Rakhal Maitra, Assistant to the Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV
James M. Gallagher, Assistant Superintendent of Sanitary Construction
Jonathan Lesman, Management Analyst I

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

K:\Support Staff\Secunda\S3B119-03.doc

Rich Webber

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: May 7, 2014

SUBJECT: Bay Park Improvements to Various Buildings and Equipment
Extension of Services
Dvirka and Bartilucci/LiRo, Joint Venture
Project No. 3B119

April 17 (typo)

Dvirka & Bartilucci/LiRo, Joint Venture (D&B/LiRo) was procured to provide construction management services for the subject project. It is the intent of this Department to amend the existing agreement to extend those services for nine (9) months from January 3, 2014 to October 3, 2014. No additional funds are requested, just an extension of time. See D&B/LiRo's attached April 14, 2014, letter where they ask for an extension of time as well as extra services. Please note that we are not requesting additional funds be encumbered as proper funds are presently in place. Superstorm Sandy caused delays to this contract. There are still some physical items remaining in the contract plus construction ending paperwork that needs to be completed by the construction manager and D&B/LiRo cannot be reimbursed without an amendment to their agreement.

Following your approval or disapproval, we will proceed accordingly.

Shila Shah-Gavnoudias
Commissioner

SSG:RM:pl
Attachment
c: Richard P. Millet, Chief Deputy Commissioner
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV
James Gallagher, Assistant Superintendent of Sanitary Construction
Loretta Dionisio, Hydrogeologist II

APPROVED:

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

K:\Support Staff\Author\Webber, Richard\rw memo to ce D&B Liro ext of time BP misc.doc

JOINT VENTURE
Dvirka and Bartilucci CONSULTING ENGINEERS
A DIVISION OF WILLIAM F. COSULICH ASSOCIATES, P.C.
The LiRo Group
330 Crossways Park Drive Woodbury New York 11797

April 17, 2014

Shila Shah-Gavnoudias, P.E.
Commissioner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590-2723

Re: Construction Management Services
Improvements and Replacement to Various Process Equipment and Building Modifications
Bay Park Sewage Treatment Plant
D&B/Liro Joint Venture – Agreement No. S3B119-03M
Extra Services and Extension of Time

Dear Commissioner Shah-Gavnoudias:

The above-referenced Agreement was extended, in accordance with the terms of the Agreement, to January 3, 2014. Through no fault of our own, the contract completion has extended beyond the original terms of our JV Agreement. The JV has not reached its contract limit and all of the work has not been completed. The present completion date is presently scheduled for June 30, 2014 per the most recent CPM update.

The JV requests a contract amendment to allow for an extension of time to September 30, 2014. In addition, the JV requests extra services from January 2014 through September 30, 2014 of $107,040 in accordance with page 1, paragraph 2(b) once the amendment is finalized. This brings the total contract amount up to the $642,500 ceiling of the contract.

D&B will continue to provide resident engineering on a part-time basis utilizing Paul Cimino, P.E., and LiRo Group will continue to provide CPM management services.

If you have any questions concerning this request, please contact the undersigned at (516) 364-9890, Ext. 3005.

Very truly yours,

Steven A. Fangmann, P.E., BCEE
Executive Vice President

SAF/kap
Attachments
cc: J. Davenport (NCDPW)
R. Webber (NCDPW)
J. Hurley (D&B/LiRo)
♦2972\SAF041714SSG.doc(R01)

THOMAS R. SUOZZI
COUNTY EXECUTIVE

RAYMOND A. RIBEIRO, P.E.
COMMISSIONER

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

April 10, 2013

D&B/LiRo Joint Venture
330 Crossways Park Drive
Woodbury, New York 11797

Att: Steven Fangmann

Re: Construction Management Services
Agreement Number S3B119-03M
Extension of Agreement

To Whom It May Concern:

The term of the subject agreement was two (2) years commencing January 4, 2011. By mutual agreement both Nassau County and Dvirka and Bartilucci, Consulting Engineers agree to extend the agreement for one (1) year. In accordance with Paragraph 1 of the subject agreement, this letter serves as formal approval to extend Agreement S3B119-03M one (1) year, with an expiration date of January 3, 2014. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Mr. Richard Webber at 516 571-6811.

Very truly yours,

Shila Shah-Gavnoudias, P.E.
Commissioner of Public Works

SSG:RM:lal
c: Rakhal Maitra, Deputy Commissioner of Public Works
William S. Nimmo, Deputy Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV
James M. Gallagher, Assistant Superintendent of Sanitary Construction
Janet Duncan, Claim Section, Comptroller's Office
Paul Cimino, Dvirka and Bartilucci, Consulting Engineers
Joseph Hurley, LiRo Group

JOINT VENTURE

Dvirka and Bartilucci CONSULTING ENGINEERS
A DIVISION OF WILLIAM F. COSULICH ASSOCIATES, P.C.

The LiRo Group

330 Crossways Park Drive Woodbury New York 11797

JOINT VENTURE

December 12, 2012

Shila Shah-Gavnoudias, P.E.
Commissioner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590-2723

Re: Construction Management Services
Improvements and Replacement to
Various Process Equipment and Building Modifications
Bay Park Sewage Treatment Plant
D&B/Liro Joint Venture – Agreement No. 10000061
Extension of Time

Dear Commissioner Shah-Gavnoudias:

In accordance with paragraph 1, Term of our Joint Venture Agreement with Nassau County referenced above, D&B/Liro, a Joint Venture, requests a one year extension of time to this Agreement as the project schedule has been modified. The original contract was executed on January 4, 2011 for a 2-year term which ends in January 2013.

If you have any questions concerning this request, please contact the undersigned.

Very truly yours,

Steven A. Fangmann, P.E., BCEE
Executive Vice President

SAF/kap
Attachments
cc: R. Maitra, Deputy Commissioner (NCDPW)
R. Webber (NCDPW)
J. Gallagher (NCDPW)
J. Hurley (D&B/LiRo)
♦2972\SAF121212SSG-Ltr

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

1. Name of Firm: D&B Engineers and Architects, P.C. (known as Dvirka and Bartilucci Consulting Engineers)

   Address: 330 Crossways Park Drive

   City and State: Woodbury, New York Zip Code 11797

2. Firm's Vendor Identification Number: 11-2393559

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company ___X___ Closely Held Corp. _____ Other (specify)

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

Henry J. Chlupsa, President, [redacted]

Steven A. Fangmann, Executive Vice President, [redacted]

Robert L. Raab, Vice President, [redacted]

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

Henry J. Chlupsa, President, [redacted]

Steven A. Fangmann, Executive Vice President, [redacted]

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

D&B Environmental Associates, LLC

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

Dated: June 17, 2014

Signed: _____

Print Name: Steven A. Fangmann

Title: Executive Vice President

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

1. Name of Firm: D&B Environmental Associates, LLC

   Address: 330 Crossways Park Drive

   City and State: Woodbury, New York Zip Code 11797

2. Firm's Vendor Identification Number: 20-2783675

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   __X__ Ltd Liability Company _____ Closely Held Corp. _____ Other (specify)

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

Henry J. Chlupsa, President, [redacted]

Steven A. Fangmann, Executive Vice President, [redacted]

Robert L. Raab, [redacted]

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

Henry J. Chlupsa, President, [redacted]

Steven A. Fangmann, Executive Vice President, [redacted]

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

Dvirka and Bartilucci Consulting Engineers (a Division of D&B Engineers and Architects, P.C.)

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

Dated: June 17, 2014

Signed: [signature]

Print Name: Steven A. Fangmann

Title: Executive Vice President

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

1. Name of Firm: LiRo Engineers, Inc.

   Address: 3 Aerial Way

   City and State: Syosset, NY Zip Code: 11791

2. Firm's Vendor Identification Number: 13-1974950

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company ___X___ Closely Held Corp. _____ Other (specify)

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

   Rocco L. Trotta, [redacted]
   Luis M. Tormenta, [redacted]
   Lawrence S. Roberts, [redacted]
   Michael Bailey, [redacted]
   Michael Burton, [redacted]
   Michael Rennard, [redacted]
   Peter Gerbasi, [redacted]
   Lawrence Blond, [redacted]

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

   Rocco L. Trotta, [redacted]

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

   LiRo Program and Construction Management, PE P.C. – Common Ownership and Control
   LiRo Architects + Planners, P.C. – Common Ownership and Control
   LiRo Architects & Engineers West, P.C. – Common Ownership and Control
   LiRo Architects and Engineers, P.C. – Common Ownership and Control
   LiRo Architects & Engineers, P.C. – Common Ownership and Control
   LiRo Program and Construction Management, Inc. – Common Ownership and Control
   LiRo Constructors, Inc. – Common Ownership and Control

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as 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 own knowledge, true.

   Dated: June 17, 2014

   Signed: _____

   Print Name: Lawrence H. Blond, PE

   Title: Senior Vice President

AMENDMENT NO. 1

AMENDMENT, dated as of _____, 2014 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Dvirka & Bartilucci/ Liro, a Joint Venture, a consulting engineering firm having its principal office at 330 Crossways Park Drive, Woodbury, New York, 11797 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number S3B119-03M between the County and the Firm, executed on behalf of the County on January 4, 2011, and as extended by extension letter, executed on behalf of the County on April 10, 2013 (the "Original Agreement"), the Firm performed certain services for the County in connection with construction management services associated with the Improvements to Various Buildings and Equipment at the Bay Park Sewage Treatment Plant, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from January 4, 2011, through January 3, 2014 (the "Original Term"); and

WHEREAS, the County and the Firm desire to extend the Original Term.

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

1. Term Extension. The Original Term shall be extended for nine (9) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be October 3, 2014.

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.

DVIRKA AND BARTILUCCI, CONSULTING ENGINEERS

By: _____
Name: STEVEN A. FANGMANN
Title: EXECUTIVE VICE PRESIDENT
Date: 6/17/14

NASSAU COUNTY

By: _____
Name: Richard D. Walker
Title: County Executive
X Deputy County Executive
Date: 8/20/14

PLEASE EXECUTE IN BLUE INK

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

On the 17 day of June in the year 2014 before me personally came Steven A. Fangmann 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 Pres. of Dvirka and Bartlucci, 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.

Kelly Pedone

NOTARY PUBLIC

KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2014

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

On the 20 day of August in the year 2014 before me personally came Richard K. 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.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

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

LiRo ENGINEERS, INC.

By: _____
Name: Lawrence H. Blond, PE
Title: Senior Vice President
Date: June 17, 2014

NASSAU COUNTY

By: _____
Name: Richard R. Nicolello
Title: County Executive
☒ Deputy County Executive
Date: 8/18/14

PLEASE EXECUTE IN BLUE INK

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

On the 17 day of June in the year 2014 before me personally came Lawrence H. Blond 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 Sr. Vice President of LiRo Engineers, Inc., 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

JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5067913 – Suffolk County
Commission Expires May 6, ~~2014~~ 2018

Joann Henzey

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

On the 18 day of August in the year 2014 before me personally came Richard K. 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

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: S3811903M

Department: CFPW10000061

E-176-10

Contract Details

SERVICE : Construction Mgmt Agreement

NIFS ID #: CFPW10000061 NIFS Entry Date: _____ Term: from Execution to Two Years

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

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

Agency Information

Vendor	
Name Dvirka and Bartilucci/LiRo, a Joint Venture	Vendor ID# 90-0508408
Address 330 Crossways Park Drive Woodbury, NY 11797	Contact Person Steven Fangmann
	Phone 1-516-364-9890

County Department
Department Contact: Richard Webber
Address 1194 Prospect Ave Westbury, N.Y. 11590
Phone 571-6811

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	11/16/10		
	OMB	*NIFS Approval* ☐	11/18/10		Yes ☑ No ☐
	~~Vertical DCE~~	~~*NIFS Approval*~~ ☐			
	Department	*Vendor Administration* ☐ *NIFS Appvl (Dept. Head)* ☐	11/19/10		
11/18/10	County Attorney	*CA RE&I Verification* ☑	11/18/10		
	County Attorney	*CA approval as to form* ☑	11/19/10		Yes ☑ No ☐
11/22	Legislative Affairs	*Fw'd Original K to CA* ☐	12/3/10	Gregory A. Meyer	

PR5254 (8/03)

Contract ID#: _____ Department: _____

	Rules ☐/ Leg. ☐	*Filed Resolution with*			
	County Attorney	*NIFS Approval*	☐		
	County Comptroller	*NIFS Approval*	☐	12/01/10	
12/2/10	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	12/2/10	

Contract Summary

Description: Construction Management (CM) Services Agreement: Environmental Construction Group

Purpose: Agreement to provide Construction Management Services to the Department's Environmental Construction Group. These services will be needed to supplement our current staff of engineers and construction inspectors in the construction management efforts required for construction of the Bay Park Miscellaneous Equipment and Building Modifications

Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.

Procurement History: A Request For Proposal (RFP) was advertised in Newsday and the County website in August, 2010 with technical proposals received on August 29, 2010. Eleven (11) firms responded to this RFP. Eight (8) of the firms were considered local firms (firms having a main or significant branch office in Nassau or Suffolk County). Proposals were evaluated by NCDPW personnel on September 23, 2010

Description of General Provisions: This Agreement provides for complete construction services including furnishing resident engineers, inspectors, schedulers, cost estimators, and evaluation of contractor claims

Impact on Funding / Price Analysis: Funding for the services to be provided under this agreement will come from capital project 3B119. Dvirka and Bartilucci/LiRo Inc. proposed a fee of $535,460. This fee was determined to be fair and reasonable. This three year agreement has a maximum payment limitation of ~~$643,000~~ $642,500

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	3B119
Resp./Proj:	000
Object:	0003
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE		AMOUNT
Revenue Contract ☐		XXXXXXX
County		$
Federal		$
State		$
Capital	3B119	$642,500
Other		$
	TOTAL	$642,500

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCSWCSW	$642,500
2		$
3		$
4	11/18/10	$
5		$
6		$
	TOTAL	$642,500

Document Prepared By: R. Webber Date: 11/15/10

PR5254 (8/03)

Contract ID#: _____ Department: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 12/2/10
Date 4/3/11	Date 12/3/10	*(For Office Use Only)* E #:

PR5254 (8/03)

E-17a10

RULES RESOLUTION NO. 240 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 DVIRKA AND BARTILUCCI CONSULTING ENGINEERS AND LIRO ENGINEERS,INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12/13/10
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present 7

WHEREAS, the County on behalf of the Department of Public Works has negotiated a personal services agreement with Dvirka and Bartilucci Consulting Engineers and LiRo Engineers, Inc., for construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Dvirka and Bartilucci Consulting Engineers and LiRo Engineers, Inc.

RULES RESOLUTION NO. - 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 DVIRKA AND BARTILUCCI CONSULTING ENGINEERS AND LIRO ENGINEERS,INC.

WHEREAS, the County on behalf of the Department of Public Works has negotiated a personal services agreement with Dvirka and Bartilucci Consulting Engineers and LiRo Engineers, Inc., for construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Dvirka and Bartilucci Consulting Engineers and LiRo Engineers, Inc.

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: Dvirka and Bartilucci/LiRo, a Joint Venture

CONTRACTOR ADDRESS: 330 Crossways Park Drive
Woodbury, NY 11797

FEDERAL TAX ID #: 900508408

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. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on August 4, 2010. Potential proposers were made aware of the availability of the RFP by___County Web Site and Newsday advertisement. Thirty four(34) potential proposers requested copies of the RFP. Proposals were due on August 30, 2010. Eleven (11) proposals were received and evaluated. The evaluation committee consisted of: Joseph Davenport, P.E. Richard Webber, P.E. James Gallagher, Assistant Superintnednet of Sanitary Construction, and Joseph Amerigo, Civil Engineer II. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

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

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

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

Department Head Signature

11/16/10
Date

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

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

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

☐ RFQ ☒ RFP ☐ RFBC

Department: Public Works Date: June 2010

Service Requested: An Agreement with a qualified Firm to provide, on an as needed basis, Construction Management Services for the Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process Equipment and Building Modifications Project.

Justification: This agreement will provide additional staffing to supplement our current Construction Management Staff to ensure that the required Management and Inspection services are available during the construction phase of this project.

Estimated Construction Cost: $880,000.00 for Twelve (12) Month Agreement Date RFP Due: July 2010

Department Head Approval:	☒ YES	☐ NO	SIGNATURE
DCE/Vertical Approval:	☐ YES	☐ NO	6/15/10 SIGNATURE
DCE/Ops Approval:	☐ YES	☐ NO	SIGNATURE

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

	Vendor	Quote	Comment
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

DCE/Ops Approval: YES NO Signature _____

R. Webber

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Rob Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: September 30, 2010

SUBJECT: Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process Equipment and Building Modifications
Recommendation of Award for Construction Management Services
Project No. S3B119-03M

The Department of Public Works intends to procure construction management services for the Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process Equipment and Building Modifications.

The Department issued a Request for Proposals August 4, 2010 and responses were received from eleven (11) firms on August 30, 2010. Each of the firms submitted both a technical proposal, and a separately sealed cost proposal, as requested.

The technical proposals were evaluated by professional staff within the Department (Joseph L. Davenport, P.E., Richard A. Webber, P.E., James M. Gallagher, Assistant Superintendent of Sanitary Construction, and Joseph Amerigo, Civil Engineer II). The rating of technical proposals was completed on September 23, 2010. The technical rating results are tabulated below:

FIRM NAME	TECHNICAL SCORE	RANK
Dvirka and Bartilucci /LiRo Group(D&B/LiRo)	92.5	1st
Lockwood Kessler and Bartlett (LKB)	90.3	2nd
Hazen & Sawyer (H&S)	84.3	3rd

Following the completion of the technical ranking, the Department then opened the cost proposals. The cost proposals were reviewed and compared in detail. The proposed fees of the top ranked firms are indicated below (the complete rating summary and fee tabulation is attached):

FIRM NAME	TOTAL FEE
D&B/LiRo	$535,460
LKB	$1,045,291
Hazen & Sawyer	$466,928

D&B/LiRo's fee proposal, at $535,460 was approximately $500,000 less than the second ranked firm. D&B/LiRo provided a technical proposal which was in line with the effort we expect for a project this size.

SUBJECT: Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process Equipment and Building Modifications
Recommendation of Award for Construction Management Services
Project No. S3B119-03M

In our professional judgment, the D&B/LiRo team, having received the highest technical rating and proposing a reasonable cost, presents the best value to the County. Furthermore, it is the Department's recommendation that Dvirka and Bartilucci/LiRo Group, a Joint Venture, be retained to provide construction management services for the Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process Equipment and Building Modifications. There is a time sensitive issue with performing certain work during the early stages of construction. Should the award of this Construction Management Services Agreement not be in place by the time a construction begins, we will need to authorize Dvirka and Bartilucci to begin under the terms of their On-Call Agreement.

Funding for the professional services is available under project 3B119.

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

As these professional services exceed $100,000 and twelve months in duration, this Department upon your approval, shall begin the processing of a project specific agreement with Dvirka and Bartilucci/LiRo Group, a Joint Venture.

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

Shila Shah-Gavnoudias
Commissioner

SSG:RM:dmp

c: Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV
James M. Gallagher, Assistant Superintendent of Sanitary Construction
Joseph Amerigo, Civil Engineer II

APPROVED:

10/4/10

Rob Walker Date
Chief Deputy County Executive

DISAPPROVED:

Rob Walker Date
Chief Deputy County Executive

Mr Webber

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO:	Civil Services Employees Association, Nassau Local 830	(fax 742-3801)
FROM:	Department of Public Works	(fax 571-9657)
DATE:	June 16, 2010	
SUBJECT:	CSEA Notification of a Proposed DPW Contract Proposed Contract Number S3B119-03M Project Number 3B119-03	

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

1. DPW plans to recommend a Contract/Agreement for the following services:
   To provide the necessary Construction Management Services for the Bay Park Sewage Treatment Plant (BPSTP) Improvements and Replacements to Various Process Equipment and Building Modifications Project.

2. The work involves the following:
   Provide Resident Engineering, Inspection, and CPM Scheduling for the Improvements and Replacements to Various Process Equipment and Building Modifications Project at the BPSTP. The estimated cost for this construction project is $5,500,000.00.

3. An estimate of the cost is: $880,000.00

4. An estimate of the duration is: Twelve (12) months

Should you wish to propose an alternative to the proposed Contract/Agreement, please respond within ten (10) days to the Department of Public Works, Att: Raymond A. Ribeiro, Deputy Commissioner, Telephone 571-9611, Fax 571-9657.

Raymond A. Ribeiro
Deputy Commissioner

RAR:RM:lms
c: Jason Limson, Deputy Director, Office of Labor Relations
Rakhal Maitra, Assistant to the Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV
James M. Gallagher, Assistant Superintendent of Sanitary Construction
Jonathan Lesman, Management Analyst I

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

K:\Support Staff\Secunda\S3B119-03.doc

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

1. Name of Firm: Dvirka and Bartilucci Consulting Engineers (a Division of William F. Cosulich Associates, P.C.)

   Address: 330 Crossways Park Drive

   City and State: Woodbury, New York Zip Code 11797

2. Firm's Vendor Identification Number: 11-2393559

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company ___X___ Closely Held Corp. _____ Other (specify)

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

Henry J. Chlupsa, President, [redacted]

Steven A. Fangmann, Executive Vice President, [redacted]

Robert L. Raab, Vice President, [redacted]

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

Henry J. Chlupsa, President, [redacted]

Steven A. Fangmann, Executive Vice President, [redacted]

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

D&B Environmental Associates, LLC

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

Dated: November 9, 2010

Signed: _____

Print Name: Steven A. Fangmann

Title: Executive Vice President

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

1. Name of Firm: D&B Environmental Associates, LLC

   Address: 330 Crossways Park Drive

   City and State: Woodbury, New York Zip Code 11797

2. Firm's Vendor Identification Number: 20-2783675

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   __X__ Ltd Liability Company _____ Closely Held Corp. _____ Other (specify)

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

Henry J. Chlupsa, President, [redacted]

Steven A. Fangmann, Executive Vice President, [redacted]

Robert L. Raab, [redacted]

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

Henry J. Chlupsa, President, [redacted]

Steven A. Fangmann, Executive Vice President, [redacted]

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

Dvirka and Bartilucci Consulting Engineers (a Division of William F. Cosulich Associates, P.C.)

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

Dated: November 9, 2010

Signed: _____

Print Name: Steven A. Fangmann

Title: Executive Vice President

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

1. Name of Firm: LiRo Engineers, Inc.

   Address: 3 Aerial Way

   City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Nnmber: 13-1974950

3. Type of Business:

   _____ Pnblic Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company ____X___ Closely Held Corp. _____ Other (specify)

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

Rocco Trotta, P.E., Chairman, [redacted]

Luis Tormenta, P.E., CEO and Vice Chairman, [redacted]

John Lekstutis, P.E., President and Vice Chairman [redacted]

Harvey Sands, Executive VP and Vice Chairman, [redacted]

Lawrence Roberts, Senior VP and CFO, [redacted]

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

Rocco Trotta, P.E., [redacted]

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

The following entities are affiliates through common ownership by Rocco Trotta: LiRo Architects + Planners, P.C.; LiRo Program and Construction Management, P.C.; LiRo Architects and Engineers West, P.C.; LiRo Architects & Engineers, P.C (CT); LiRo Architects & Engineers, P.C. (PA); LiRo Consulting Engineer, P.C., LiRo Program and Construction Management, Inc.

Common officers of all LiRo affiliates: Rocco Trotta, Chairman; Luis Tormenta, CEO & Vice Chairman; John Lekstutis, President & Vice Chairman; Harvey Sands, Executive Vice President & Vice Chairman; Lawrence Roberts, Senior Vice President & CFO

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

Dated: 10/12/10 Signed: [signature]

Print Name: John P. Lekstutis, P.E.

Title: President & Vice Chairman

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 (ii) Dvirka & Bartilucci/ Liro, a Joint Venture, a consulting engineering firm having its principal office at 330 Crossways Park Drive, Woodbury, New York, 11797 (the "Firm" or "Contractor")..

W I T N E S S E T H:

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

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

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

1. Term.

This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the two (2) year anniversary of the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement one year[n1] delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2.. Services.

(a) The services to be provided by the Firm under this Agreement for the Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process equipment and Building Modifications, shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

Commissioner. 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.

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

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

(2) Testing Laboratory Services.

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

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

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

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed Six Hundred Forty Two Thousand Five Hundred ($642,500) dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by

documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government

agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

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

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

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

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

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

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

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

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, 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"" 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, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) 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 the performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal

compulsion.

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

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

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

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, 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.

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a

minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) 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.

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

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the 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.

13. 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.

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

(a) Notice. At least thirty (30) days prior to seeking relief the 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.

15. 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.

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

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

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

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is

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

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

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

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

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

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

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22. 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.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

By: Dvirka and Bartilucci Consulting Engineers

Name: _____

Title: EXECUTIVE VICE PRESIDENT

Date: 11/9/10

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

By: LiRo Engineers, Inc.

Name: [signature]

Title: PRESIDENT

Date: 11/12/10

[n2]

NASSAU COUNTY

By: [signature]

Name: Richard R. Walker

Title: Deputy County Executive

Date: 1/4/11

PLEASE EXECUTE IN BLUE INK

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

On this 9th day of November in the year 2010 before me personally came Steven A. Fangmann to me known, and known to me to be the person described herein and who executed the above instrument; and he duly acknowledged that he executed the same.

NOTARY PUBLIC

KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2014

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

On the 4 day of January in the year 2011 before me personally came Edward Mangano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2014

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

On this 12th day of November in the year 2010 before me personally came John P. LeKstutis P. E. to me known, and known to me to be the person described herein and who executed the above instrument; and he duly acknowledged that he executed the same.

DENISE L MUXO
Notary Public, State of New York
No. 01MU6051939
Qualified in Suffolk County
Term Expires 12/11/2010

NOTARY PUBLIC

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

On the ____ day of _____ in the year 2010 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 a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

Exhibit "A"

DETAILED SCOPE OF SERVICES

The Firm shall provide comprehensive construction and post-construction phase services. The scope of services to be performed in the respective phases (which may overlap) is summarized below.

Construction Phase Services

Commencement and Duration - The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the Project in it's entirety by the County. The construction phase is scheduled for 24 months.

General Construction Administration - The FIRM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The FIRM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the Project, including scheduling of the Work and coordination of the Construction Contractor (CC). The FIRM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The FIRM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

Site Conditions - As portions of the Work become accessible, FIRM shall promptly and diligently investigate existing conditions and report to the County and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County and the Design Engineer to devise appropriate modifications to the Contract Documents.

Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the FIRM's routine observation of the Work of the CC with respect to conformance to the Construction Documents. The FIRM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The FIRM shall promptly notify the County, Design Engineer, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

Scheduling - The FIRM, with the cooperation of the CC, shall prepare the Master Construction Schedule. This Schedule shall be prepared using the critical path method and Primavera P3 (or later version) software, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The FIRM shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. Update the Master Schedule monthly to show progress. Compile 2-week look-ahead schedules from the Master Schedule and augment same with detail provided by the CC. Prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path

and completion milestones. Confer with the CC and prepare recovery schedules, as needed.

Cash Flow Forecast - With the cooperation of the CC, FIRM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast.

Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforce is sufficient and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution.

Information Management System - Implement an information management system to track and update the status of all pertinent project information, including FIRM's daily reports. Develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained for a period of six (6) years after completion of services. The FIRM shall track all drawings, CC submittals, meeting minutes, requests for information, bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents, which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. The FIRM shall receive the CC's submittals such as shop drawings, product data, and samples, promptly review them for completeness and responsiveness, log and finally distribute them to the Design Engineer for review and approval; within 48 hours of receipt by FIRM of CC's submittals. The FIRM shall return submittals to the CC within 24 hours of receipt from the Design Engineer, and shall update the submittal log accordingly. FIRM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC.

CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. FIRM shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The FIRM's recommendation for payment shall constitute a representation to the County, that, to the best of the FIRM's knowledge, information and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents.

Meetings – Schedule and conduct regular weekly meetings with the CC, the Design Engineer, the County, and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The FIRM shall also attend weekly meetings with the County and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the FIRM at these meetings shall be at no additional cost to the County.

Reporting – The FIRM shall prepare monthly written progress reports and deliver 5 copies of same to the County, no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

A. Executive Summary
B. Progress Narrative - supported by photographs and the project schedule updated to show progress
C. Issues Report - Report on all critical and important issues, which require the attention of the County
D. Change Orders - log the status of change orders (e.g., potential, proposed, pending, processed)
E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
F. Budget Report
G. Log of Non-conforming or deficient work
H. Attachments - attach photographs, logs, reports, etc. which are germane to the Issues Report.

Safety - The FIRM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC and the Nassau County Plant and Construction personnel. The FIRM shall not have control over or charge of the Work and the FIRM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. The FIRM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the FIRM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC.

Changes - The FIRM shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review CC's proposals; and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time; and assist the County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineer's error or omission, the FIRM shall confidentially inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders.

Partial Occupancy and Beneficial Use - The FIRM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County; and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction.

Field Office - The FIRM will be provided space within the Construction House and/or field trailer for use as temporary offices, during the construction phase. All FIRM's office equipment and supplies, including, but not limited to computers (with software and high speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained, and subsequently removed by the FIRM, and the cost of same is included in the FIRM's Fee. Telephone service and up to 2 lines and telephones will be provided to the FIRM for exclusive use on this project, by the County.

Construction and Post-Construction Phase Services

Contract Closeout - Conduct final inspections with Design Engineer and the County, at the completion of each phase of the project, and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement

with any information collected following occupancy. Review the as-built drawings provided by the CC and verify that the as-built drawings, to the best of the FIRM's knowledge, based upon the FIRM's observations during the progress of the project, document the actual construction of the project. The FIRM shall then transmit the verified as-built drawings to the Design Engineer for the preparation of record drawings. Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

CC Claims and Disputed Work - The FIRM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer for interpretation. Confer with the Design Engineer, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the FIRM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations, and advice furnished by the FIRM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Design Engineer.

Exhibit "B"

PAYMENT SCHEDULE

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

The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Six Hundred Forty Two Thousand Five Hundred dollars($642,500).

Compensation for services provided under the terms of this Agreement shall be on a monthly basis, the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two point two five (2.25).

Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.

The Firm shall be reimbursed for the actual cost of "out-of-Pocket" expenses that have been approved in writing by the Commissioner of Public Works.

The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy five dollars ($175.00)

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 by such title 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, upgrading, 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, upgrading, 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, including the 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) Reward of a County Contract alone shall not be deemed or interpreted as approval of all Contractors' 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.

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 Best Efforts 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 the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

Appendix L

Certificate of Compliance

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

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

HENRY J. CHLUPSA (Name)

[redacted] (Address)

[redacted] (Telephone Number)

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

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

_____

_____

_____

_____

_____

_____

_____

_____

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

_____

_____

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

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

NOVEMBER 10, 2010
Dated

Signature of Chief Executive Officer

HENRY J. CHLUPSA
Name of Chief Executive Officer

DVIRKA AND BARTOLUCCI CONSULTING ENGINEERS
(A DIVISION OF WILLIAM F. COSULICH ASSOCIATES, P.C.)

Sworn to before me this
10th day of November, 2010.

Notary Public

KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2014

Appendix L

Certificate of Compliance

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

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

John P. Lekstutis, P.E. (Name)

3 Aerial Way Syosset, NY 11791 (Address)

516-938-5476 (Telephone Number)

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

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

_____

_____

_____

_____

_____

_____

_____

_____

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

_____

_____

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

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

11/12/10
Dated

Signature of Chief Executive Officer

John P. Lekstuts, P.E.
Name of Chief Executive Officer

Sworn to before me this

12th day of November, 2010.

Notary Public

DENISE L MUXO
Notary Public, State of New York
No. 01MU6051939
Qualified in Suffolk County
Term Expires 12/11/2010

D&B/LiRo JOINT VENTURE

Maximum Wage Rate Schedule
Nassau County Department of Public Works
2010

JOB CLASSIFICATION	Direct Labor Maximum
Architect	48.10
Asbestos and Lead Monitor	27.20
Asbestos Services/Project Manager	45.66
Assistant Office Engineer	27.07
Assistant Project Manager	57.89
Assistant Resident Engineer	59.50
Associate	77.77
Associate Vice President	77.77
Asst. Director of Special Projects	58.00
CADD Drafter	31.67
CADD Operator	22.64
Certified Industrial Hygienist/Safety Professional	44.12
Chief Environmental Inspector	27.68
Chief Inspector	53.44
Civil Engineer	38.44
Civil Inspector	45.16
Community Liaison	29.21
Construction Inspector	45.00
Construction Manager	77.77
Director of Special Projects/Senior Director of Projects	77.77
Director, Construction Management/Resident Engineer/Asst. Resident Engineer	64.00
Drafter I	32.00
Drafter II	40.00
Electrical Engineer	51.00
Electrical Inspector	41.38
Engineer	33.07
Engineer I	36.00
Engineer II	43.00
Engineer III	46.00
Engineering Aide I/Tech. Aide I	26.00
Engineering Aide II	37.00
Engineering Technician I	28.00
Engineering Technician III/II/Inspector	41.00
Environmental Engineer	34.50
Environmental Inspector	40.43
Environmental Scientist	28.42
Estimator	51.25
Geologist	38.02
Geologist I	29.00
Geologist II	39.00
Geologist III/Senior Geologist	41.00
GIS Specialist	27.92
Industrial Hygienist	33.68

Inspector	45.40
Inspector Trainee	20.00
Intern	14.00
Intern Engineer	18.00
Intern/Trainee	18.00
Junior Architect	42.24
Junior Civil Engineer	28.51
Junior Engineer	27.00
Landscape Architect	57.70
Mechanical Engineer	42.82
Office Engineer	58.35
Principal Engineer	64.00
Program Manager	64.38
Project Architect	39.10
Project Controller	44.10
Project Engineer	54.11
Project Manager	75.00
Project Officer	54.14
Project Officer (Mechanical)	43.64
Resident Engineer	77.77
Resident Engineer/Senior Inspector	49.14
Scheduler	65.00
Scheduling/Cost Controls Engineer	53.14
Scientist I	30.00
Scientist II	39.00
Scientist III	49.00
Senior Associate	77.77
Senior CADD Operator	24.72
Senior Civil Engineer	57.79
Senior Coating Inspector	48.00
Senior Construction Inspector	42.23
Senior Cost Estimator	57.00
Senior Designer	46.00
Senior Electrical Engineer	64.00
Senior Engineer/Project Engineer	77.77
Senior Environmental Inspector	47.91
Senior Environmental Scientist	50.96
Senior Estimator	57.03
Senior Inspector	53.00
Senior Office Engineer	38.17
Senior Project Engineer	27.72
Senior Project Manager	72.83
Senior Safety Engineer	53.30
Senior Scheduler	60.84
Senior Scientist	52.00
Senior Traffic/Transportation Engineer	45.40
Senior Vice President	77.77
Sr. Architect	70.00
Sr. CADD Manager/CADD Manager	54.00
Sr. Technical Typist	34.00
Structural Engineer	58.00
Superintendent	51.84
Technical Assistant	15.53

Technical Principal, Senior V.P., Exec. V.P., Project Director	77.77
Technical Typist I	24.00
Technical Typist II	26.00
Traffic/Transportation Engineer	50.31
V.P. Project Manager	77.77
Vice President	77.77

*Based on $175/hour maximum @ 2.25 multiplier.

CFPW1600000 1

Contract ID#: _____

Department: DPW

E-37-16 CF R40

CF (Capital)
Contract Details

SERVICE Traffic Signal Expansion Phase VI – Construction Management Services

NIFS ID #: CFPW16 00000 NIFS Entry Date: 1/20/16 Term: from Execution to three years

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES# _____	

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

Agency Information

Vendor

Name LKB Consulting Engineers	Vendor ID# 111-015370
Address 1 Aerial Way Syosset, NY 11791	Contact Person Steven Hanuszek
	Phone 516-938-0600 Ext. 205

County Department

Department Contact
Kenneth Arnold

Address 1194 Prospect Avenue
Westbury, NY 11590

Phone
(516)-571-9607

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	1/21/16		
	DPW (Capital Only)	*CF Capital Fund Approval* ☐	1/22/16		
	OMB	*NIFS Approval (Contractor Registered)*	1/22/16		Yes ☐ No ☐ Not required if blanket resolution
1/25/16	County Attorney	*CA RE & Insurance Verification* ☑	1/25/16		
1/25/16	County Attorney	*CA Approval as to form* ☑	1/25/16		Yes ☐ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	1/25/16		
	County Attorney	*NIFS Approval*			
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/25/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 25 P 2:41

Contract ID#: _____

Department: DPW

Contract Summary

Description: Construction management Services associated with Traffic Signal Expansion Project Phase VI. The construction work associated with this contract is reimbursed at 80%.

Purpose: The purpose of this Agreement is to make available to the Department construction management services for the work referenced above. These services will ensure that the project is constructed according to the contract documents and the requirements mandated by the NYSDOT are adhered to so that the County receives the maximum reimbursement.

Method of Procurement: A formal Request For Proposals (RFP) process was conducted to procure the services.

Procurement History: An RFP was released on September 22, 2015 and was advertised in Newsday and on the County web site. In reply to the RFP we received proposals from nine firms. A team of four professionals, including one professional engineer conducted the selection process and established a technical ranking based on the proposals.

Description of General Provisions: The selected Firms will provide construction management services.

Impact on Funding / Price Analysis: Funding for this Agreement will come from capital project 62456. The construction associated with this contract will be reimbursed at 80%.

Change in Contract from Prior Procurement: N/A

Recommendation: Given the overall benefit of this project and the positive impact on public safety, it is recommended that this Agreement be approved as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	62
Resp:	456
Object:	00003
Transaction:	CF

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAP/CAP/62456/00003	$1,364,519
2		$
3		$
4		$
5		$
6		$
	TOTAL	$1,364,519

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Kenneth Arnold **Date:** 1/15/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/25/16
Date	Date	(For Office Use Only) E #:

PR5254 (11/09)

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: LKB Consulting Engineers

2. Dollar amount requiring NIFA approval: $ 1,364,519

Amount to be encumbered: $ 1,364,519 1/21

This is a ✓ New Contract ___ Advisement ___ Amendment

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

3. Contract Term: Execution- Three Years

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

If yes, please explain: ___

4. Funding Source:

___ General Fund (GEN)
✓ Capital Improvement Fund (CAP)
___ Other

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

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

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

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

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

This Department had identified the need traffic signal construction management services related to a Federal Funded traffic signal replacement. This project will rebuild and upgrade our older traffic signals along Roslyn Road, Main Street in Roslyn, Old Northern Blvd, Bryant Steet and West Shore Road, totaling 16 signals.

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

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

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

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

Exceeds $50K.

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.

Roseann Ballan — 1/25/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

E. 37-16

RULES RESOLUTION NO. 40 - 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT of PUBLIC WORKS AND LOCKWOOD, KESSLER & BARTLETT, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2-1-16
VOTING:
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Lockwood, Kessler & Bartlett, Inc. for construction management services in connection with a traffic signal expansion project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Lockwood, Kessler & Bartlett, Inc.

FAML6200 V4.2 NIFS PRODUCTION SYSTEM 01/22/2016
LINK TO: PROJECT SUMMARY INQUIRY 11:35 AM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 01 2016 JAN 2016 PROJECT END DATE:
PROJECT : 62456 TRAFFIC SIGNAL EXPANSION PHASE VI
PROJECT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	OA	CAPITAL PROCEEDS	3,219,000	1,219,000		-2,000,000
	FA	FEDERAL AID - REIM	2,440,000	17,414		-2,422,586
	SA	STATE AID - REIMB		3,265		3,265
		REVENUE TOTAL	5,659,000	1,239,679		-4,419,321
	00	CAPITAL PROJECTS	5,659,000	203,453	35,492	5,420,054
	AA	SALARIES, WAGES &		13,280		-13,280
	AB	FRINGE BENEFITS		4,999		-4,999

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

FAML6200 V4.2 NIFS PRODUCTION SYSTEM 01/22/2016
LINK TO: PROJECT SUMMARY INQUIRY 11:35 AM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 01 2016 JAN 2016 PROJECT END DATE:
PROJECT : 62456 TRAFFIC SIGNAL EXPANSION PHASE VI
PROJECT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
		EXPENDITURE TOTAL	5,659,000	221,732	35,492	5,401,776
		REVENUE LESS EXPE		1,017,947	-35,492	982,455

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

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 01/22/2016
LINK TO: VENDOR DETAIL 11:34 AM
ACTIVE
FISCAL MO/YEAR : 13 2015 ADADJ2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 111015370 LOCKWOOD, KESSLER & BARTLETT, INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE	DESCRIPTION							
	01/05/2016	136P	VGPW15001663 01	PWCSWCSW	00002			13 2015	-11,377.19
	01/05/2016	*5R-4435.01* EST 5R							
	01/08/2016	136P	VGPW15001710 01	PWCAPCAP	00003			13 2015	-17,780.17
	01/08/2016	*25-4434-02* EST 25							
	01/11/2016	136P	VGPW15001724 01	PWCSWCSW	00003			13 2015	-61,273.12
	01/11/2016	*19-4418.01* EST 19							
	01/15/2016	109	CLPW15000043 01	PWCSWCSW	00003			13 2015	565,813.00
		AMEND 3-CM-CONSOLID SEWR CEDARHST-LWRNCE,6-25-17							
	01/15/2016	136P	VGPW15001813 01	PWCAPCAP	00003			13 2015	-22,345.01
	01/15/2016	*25-4434-01* EST 25							
	01/19/2016	136P	VGPW15001800 01	PWCAPCAP	00003			13 2015	-12,033.54
	01/19/2016	*26-4434-02* EST 26							

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

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 01/22/2016
LINK TO: VENDOR DETAIL 11:34 AM
ACTIVE
FISCAL MO/YEAR : 11 2015 NOV 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 111015370 LOCKWOOD, KESSLER & BARTLETT, INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE	DESCRIPTION							
	11/02/2015	136P	VGPW15001374 01	PWCAPCAP	00002			11 2015	-12,917.88
	11/02/2015	*12-3407-01* EST 12							
	11/05/2015	136P	VGPW15001391 01	PWCAPCAP	00003			11 2015	-16,619.80
	10/08/2015	*10-4444-01* EST 10							
	11/10/2015	103	CFPW15000035 01	PWCAPCAP	00003		61587	11 2015	276,000.00
		CM SERVICES-HIGHWAY-BRIDGE CONSTRUCTION							
	11/13/2015	136P	VGPW15001437 01	PWCSWCSW	00003			11 2015	-31,881.20
	10/16/2015	*17-4418.01* EST 17							
	11/16/2015	136P	VGPW15001434 01	PWCAPCAP	00003			11 2015	-17,485.47
	10/16/2015	*23-4434-02* EST 23							
	11/16/2015	136P	VGPW15001435 01	PWCAPCAP	00003			11 2015	-30,946.96
	10/16/2015	*22-4434-01* EST 22							

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

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 01/22/2016
LINK TO: VENDOR DETAIL 11:34 AM
ACTIVE
FISCAL MO/YEAR : 07 2015 JULY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 111015370 LOCKWOOD, KESSLER & BARTLETT, INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE	DESCRIPTION							
	07/15/2015	136P	VGPW15000876 01	PWCSWCSWFS	00003			07 2015	-803.11
	06/25/2015	*62-9470-01*	EST 62						
	07/17/2015	136P	VGPW15000884 01	PWCSWCSW	00003			07 2015	-42,128.06
	06/30/2015	*13-4418.01*	EST 13						
	07/20/2015	136P	VGPW15000880 01	PWCSWCSW	00003			07 2015	-46,216.35
	06/29/2015	*14-4418.01*	EST 14						
	07/20/2015	136P	VGPW15000994 01	PWCAPCAP	00003			07 2015	-30,847.46
	07/16/2015	*163R-4434-01*	EST 17						
	07/27/2015	107	CAPW15000111 01	PWCAPCAP	00003		670008DK	07 2015	101,562.71
		CM SERVICES FOR RESURFACING VARIOUS COUNTY ROADS							
	07/31/2015	136P	VGPW15000950 01	PWCAPCAP	00003			07 2015	-3,452.54
	07/08/2015	*12-4434-02*	EST 18						

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
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FAML6161 V4.2 NIFS PRODUCTION SYSTEM 01/22/2016
LINK TO: VENDOR DETAIL 11:34 AM
ACTIVE
FISCAL MO/YEAR : 06 2015 JUNE 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 111015370 LOCKWOOD, KESSLER & BARTLETT, INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE	DESCRIPTION							
	06/04/2015	136P	VGPW15000467 01	PWCAPCAP	00002			06 2015	-11,986.36
	05/13/2015	*53-9407-01*	EST 53						
	06/09/2015	136P	VGPW15000665 01	PWCAPCAP	00003			06 2015	-30,640.17
	05/15/2015	*12-4434-01*	EST 15						
	06/09/2015	136P	VGPW15000667 01	PWCAPCAP	00003			06 2015	-15,563.92
	05/15/2015	*11-4434-02*	EST 16						
	06/12/2015	136F	VDPW15000612 01	PWCAPCAP	00002			06 2015	-42,548.92
	06/12/2015	DISENCUMBER EXPIRED CONTRACT							
	06/15/2015	136P	VGPW15000682 01	PWCSWCSWFS	00003			06 2015	-2,503.39
	05/19/2015	*61-9470-01*	EST 61						
	06/16/2015	109	CAPW15000094 01	PWCAPCAP	00003		670008DK	06 2015	398,124.48
		CM SERVICES FOR CIVIL/SITE REQUIREMENTS CONTRACT							

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

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 01/22/2016
LINK TO: VENDOR DETAIL 11:35 AM
ACTIVE
FISCAL MO/YEAR : 04 2015 APR 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 111015370 LOCKWOOD, KESSLER & BARTLETT, INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	04/02/2015	109	CLPW15000009	01 PWCSWCSW	00003			04 2015
		AMEND 2-CM SVCES-EXT TO 6-25-15						.01
	04/07/2015	109	CAPW15000055	01 PWCAPCAP	00002		6100103C	04 2015
		DESIGN REVISIONS RESURFACING PH. 21			BID DOCUMENT			64,000.00
	04/08/2015	109	CAPW15000054	01 PWCAPCAP	00002		6100103C	04 2015
		PROVIDE BID DOCUMENTS FOR RESURFACING PH. 46						122,000.00
	04/14/2015	136P	VGPW15000358	01 PWCAPCAP	00002			04 2015
	03/12/2015	*11R-1433-30* EST 11R						-56,000.00
	04/15/2015	136P	VGPW15000365	01 PWCSWCSW	00003			04 2015
	03/12/2015	*10-4418.01* EST 10						-43,718.53
	04/16/2015	136P	VGPW15000428	01 PWCAPCAP	00003			04 2015
	03/26/2015	*9-4434-02* EST 12						-13,949.08

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

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Lockwood, Kessler and Bartlett, Inc.

CONTRACTOR ADDRESS: One Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 111-015370

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 September 22, 2015. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on October 29, 2015. Nine (9) proposals were received and evaluated. The evaluation committee consisted of four (5) engineers from the Department of Public Works. 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.

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 the contract being submitted to the Comptroller.

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

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

Department Head Signature

1/21/11

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.*

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: December 16, 2015

SUBJECT: Traffic Signal Expansion Phase 6
Selection of Firm for Construction Management Services
Capital Project No. 62456

This Department had identified the need traffic signal construction management services related to a Federal Funded traffic signal replacement. This project will rebuild and upgrade our older traffic signals along Roslyn Road, Main Street in Roslyn, Old Northern Blvd, Bryant Steet and West Shore Road, totaling 16 signals. Capital project 62456 is an appropriate funding source with available funding.

Firms were requested to submit technical and cost proposals in accordance with the Department's Request for Proposal (RFP). The RFP was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications, and proposed project schedule. The RFP was posted on the County's website and advertised in *Newsday*.

Proposals from nine (9) firms were received on October 29, 2015. The technical proposals were evaluated by the Technical Review Committee (TRC), Richard P. Millet, Chief Deputy Commissioner, Kenneth G. Arnold, P.E., Assistant to Commissioner, Sheila Dukacz, Section Head, Traffic Signal Operations and Michael Kurpisz, Supervisor Traffic Signal Construction. Following the review, the technical rank was established and the cost proposals were then opened and reviewed. The results of the technical evaluation are summarized below, along with each firm's cost proposal.

Firm	Technical Score	Proposed Fee (not to exceed)
LKB Consulting Engineers (LKB)	86.3	$1,489,516 **$1,240,472 BAFO**
LiRo Engineering Inc. (LiRo)	84.8	$1,149,977 $1,269,352 REVISED
M&J Engineering (M&J)	84.0	$1,425,889
L.K. McLean Associates, P.C. (LKMA)	80.3	$1,183,655
HAKs	75.3	$1,303,946.96
Cameron	75.0	$1,445,185
Gibbons, Esposito & Boyce	73.5	$1,235,312
Haider Engineering P.C.	72.3	$1,184,320
Tectonic Engineering and Surveying Consultants P.C.	65.8	$1,321,616

The TRC found LKB to be the highest technically ranked firm. In an effort to get the best value for the County, the TRC requested from LKB a revised cost proposal. LKB submitted a revised cost proposal in the amount of $1,240,472. The TRC has reviewed this revised proposal and finds it acceptable. Additionally the TRC requested a revised cost proposal from the second technically ranked firm, LiRo. While LiRo had the lowest cost proposal the team proposed for this project was already assigned to the Phase 5 project which will happen simultaneously. LiRo submitted a revised cost proposal for $1,269,352. The fourth technically ranked firm, LKMA, does have a lower cost proposal than the two highest ranked firms but it is the opinion of the TRC that this firm does not have the adequate experience of the other highest ranked firms.

In our professional judgment, the revised proposal submitted by LKB, having the highest technical rating and proposing a reasonable fee, represents the best value to the County. **The Department is proposing a cap for this contract at $1,364,519 which includes both their proposed fee along with a contingency of ten percent.** Funding is available Capital Projects 62456.

Following your approval or disapproval, we will proceed accordingly.

Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:las
c: Kenneth G. Arnold, Assistant to Commissioner
Sheila Dukacz, Section Head, Traffic Signal Operations
Christopher Yansick, Management Analyst II
Jeff Lindgren, Project Manager

APPROVED:

12/30/15

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

REQUEST TO INITIATE RTI Number 15-0180

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

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

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

Project Title: Traffic Signal Expansion Phase 5 (H62455)

Department: Public Works Project Manager: Jeff Lindgren Date: February 20, 2015

Service Requested: Authorization to let a Construction Management Contract to supervise the construction of traffic signals included in the Traffic Signal Expansion Phase 5 contract.

Justification: This project will result in the improvement of signals and communications along Lakeville Road and Middle Neck Road. 80% of this construction project will be paid for using Federal Funding.

Requested by: Public Works / Traffic Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) ~~$300,000~~ 400,000
Circle appropriate phase

Total Project Cost: $4,300,000
Includes, design, construction and CM

Date Start Work: April 2015
Phase being requested

Duration: 18 Months
Phase being requested

Capital Funding Approval: YES ☒ NO ☐ _____ SIGNATURE _____ DATE

Funding Allocation (Capital Project): 62455
See Attached Sheet if multiyear ☐

NIFS Entered: _____ SIGNATURE _____ DATE

AIM Entered: N/A SIGNATURE _____ DATE

Funding Code: 6245 021
use this on all 'encumbrances

Timesheet Code: _____
use this on timesheets

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

Department Head Approval: YES ☒ NO ☐ _____ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ _____ SIGNATURE

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

	Vendor	Quote	Comment	See Attached Sheet ☐
1.				
2.				
3.				
4.				

DCE/Ops Approval: YES NO Signature _____

10/8/15 ✓

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: October 7, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract
Proposed Contract No: PW-H6245601CM

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

1. DPW plans to recommend a contract/agreement for the following services:
   Traffic Signal Expansion Phase 6 Professional Construction Management Services.

2. The work involves the following:
   Seeking Professional Construction Management/Inspection services for construction and post construction of Traffic Signal Expansion Phase 6.

3. An estimate of the cost is: $1,200,000.00

4. An estimate of the duration is: Five-Hundred & Forty (540) Days

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

Kenneth G. Arnold
Assistant to Commissioner

KGA:las
c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources
Loretta Dionisio, Hydrogeolgist II
Jeff Lindgren, Project Manager

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Lockwood, Kessler & Bartlett, Inc. , a consultant firm having its principal office at One Aerial Way, Syosset, NY, (the "Firm" or the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate three (3) years (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one 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, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of construction management services of traffic Signal Expansion Project Phase VI. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to two point three (2.3) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two point three (2.3) , exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy five dollars ($175.00) per hour.

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

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

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

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

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

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

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

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed shall not exceed one million three hundred sixty four thousand five hundred and nineteen ($1,364,519) dollars.

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County

harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

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

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

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

7. Compliance with Law.

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

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

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

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

(iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

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

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

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

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

(b) The Firm shall provide services under this Agreement in a manner consistent with the standard of care, skill, quality and diligence exercised by members of the same profession currently practicing under similar circumstances. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts, willful misconduct, breach of covenants under this Agreement or omissions of the Firm or a Firm Agent.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to

the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

10. Insurance.

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

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

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

this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

12. Termination.

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

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

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

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

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this

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

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

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

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

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

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

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally

recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of five hundred thirty three dollars ($533) for the

processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

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

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

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

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

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

{Remainder of page intentionally lefty blank}

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

FIRM NAME Lockwood, Kessler & Bartlett, Inc.

By: _____

Name: Andre Haddad

Title: President & CEO

Date: 1/6/2016

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 6th day of January in the year 2016 before me personally came Andre Haddad to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Nassau County; that he ~~or she~~ is the President & CEO of Lockwood, Kessler & Bartlett, Inc.; 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 Sharon Frisina

SHARON FRISINA
Notary Public, State of New York
No. 01FF6000961
Qualified in Suffolk County
Commission Expires Dec. 29, 2017

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

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

NOTARY PUBLIC

APPENDIX "A"

Construction Management / Inspection services are required for the following projects:

H62456 – Traffic Signal Expansion Phase 6 **16 signals**

Roslyn Road
- Second Street
- Westbury Ave
- E Clinton Ave
- IU Willets
- Snapdragon Lane
- Northern State Parkway
- Lincoln Ave
- Harbor Hill Rd

Main Street
- East Broadway
- Old Northern Blvd

Old Northern Blvd
- West Shore Road
- East Broadway

Bryant Street
- Skillman Ave
- Witters Lane

West Shore Road
- Harbor Park Dr South
- Harbor Park Dr North

Rebuild existing traffic signals
Install fiber optic cable from Old Country Road north

These projects are subsidized with Federal Aid money and therefore the appropriate NYSDOT inspection forms (MURK) and NYSDOT record keeping software shall be utilized. All project documentation, policies and procedures shall follow the New York State Procedures for Locally Administered Federal Aid Projects Manual (PLAFAP).

1.0 Scope of Services:

The County requires the Construction Management / resident engineer service for construction and post-construction phases. The scope of services to be performed in the respective phases (which may overlap) is summarized below.

2.0 Construction Phase Services

2.1 Commencement and Duration – The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the project in it's entirety by the County. Total construction phase is scheduled for 18

months. The pre-construction phase is estimated to be 2 months and the post-construction phase is estimated to be 2 months.

2.2 Pre & Post Construction Phase – The pre-construction phase shall include all the required documentation, insurance, safety and minority paperwork as well as the tracking, review and approval of proposed materials for the project. The post-construction phase shall include all supporting documentation and closeout paperwork in accordance with Federal Aid policies and procedures.

2.3 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractor (CC), and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the users. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, and anything else needed to perform the work.

2.4 Site Conditions – As portions of the work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County to devise appropriate modifications to the Contract Documents.

2.5 Quality Assurance – The CM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of each CC with respect to conformance to the Construction Documents. The CM shall endeavor to guard the County against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by county staff with the Work of the CCs. The CM shall promptly notify the County, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall implement correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

2.5.1 Monitor Progress – Inspect and Monitor the progress of the CC's work and prepare written daily reports

documenting the type and location of work performed, each contractor's labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC contracts, to ensure that the CC workforce is sufficient and the Work is being diligently completed in strict compliance with the contract documents.

2.5.2 Documentation – Develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, and requests for information, supplementary bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well-organized and the information maintained current at all times. The CM shall receive the CCs' submittals such as shop drawings, product data, and samples; promptly review them for completeness and responsiveness; log and finally distribute them to the Engineer for review and approval within 48 hours of receipt by CM of CCs' submittals. The CM shall return submittals to the CC within 24 hours of receipt from the County, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, maintenance manuals, spare parts and attic stock if any, provided by the CC.

2.5.3 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CCs. CM shall correlate CCs' payment requests with the progress of the Work, and take into account any deficiencies in the Work for which payment is being requested, in making a recommendation. The CM's recommendation for payment shall constitute a

representation to the County that, to the best of the CM's knowledge, information and belief the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. In addition, the CM shall track payments to CCs document construction expenditures.

2.5.4 Meetings – schedule and conduct regular weekly meetings with the CC, the County, and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related to the Project. The CM shall also attend periodic meetings with the County as needed. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

2.5.5 Reporting – The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

A. Executive Summary
B. Progress Narrative - supported by photographs and the project schedule updated to show progress
C. Issues Report – Report on all critical and important issues, which require the attention of the County
D. Change Orders – log the status of change orders (e.g., potential, proposed, pending, processed)
E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
F. Budget Report
G. Log of Non-conforming or deficient work or delay
H. Attachments – attach photographs, logs, reports, etc. which are germane to the Issues Report.
I. Critical issues pertinent to the project.

2.5.6 Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information. The CM shall verify and approve means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the Work of the CC as necessary. The CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC.

2.5.7 Changes - The CM shall evaluate and prepare all Supplementary Bulletins prior to their issuance, prepare cost estimates, review the CCs' proposals and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope of and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time, and assist the County in negotiating Change Orders. Where changes are or may be the result of the Engineer's error or omission, the CM shall inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Supplementary Bulletins, Proposals and Change Orders.

2.5.8 Temporary Office – Work space will be provided to CM at 1194 Prospect Avenue, Westbury, NY 11590, for performing paper work related to the projects. Nassau County will provide a desktop computer and file cabinet storage for use in conjunction with this project.

3.0 Post-Construction Phase Services

3.1

Contract Closeout - Conduct final inspections of the completed project with County representation and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. If the project will be completed in phases then multiple final inspections shall be conducted as needed. Compile project record documents collected during the construction phase and supplement with any information collected during construction. Review the as built drawings provided by the contractors and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Engineer for the preparation of record drawings. Contract closeout is scheduled to be completed in 3 months following the completion of the construction phase.

3.2

Claims and Disputed Work - The CM shall promptly review CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the County for interpretation. Advise the County on the

quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the County's determination, where applicable.

3.3

Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager / Inspector, as defined herein. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Engineer.

APPENDIX "B"

PAYMENT SCHEDULE

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

A. BASIC SERVICES

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed one million two hundred forty thousand four hundred seventy two ($1,240,472) dollars. The Firm shall be compensated for such services by an amount equal to two point three (2.3) times the actual salaries or wages paid to the personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits.

B. ADDITIONAL SERVICES

With written permission of the Commissioner the Firm shall provide additional services related to the successful completion of the project. These services can include but are not limited to providing engineering services related providing support relative to the project. The Firm shall be compensated on an approved lump sum proposal or utilizing wage rates and multiplier identified under Basic Services.

B. REIMBURABLE EXPENSES

1. Prolog licenses and support – the Firm shall be reimbursed for the actual costs incurred in connection with the use of Prolog Manager Software. Invoices must be substantiated by bills and payment records.

2. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.

3. Relocation of Field Office – the Firm shall be reimbursed for the actual cost incurred in connection with relocating its field office. Invoices must be substantiated by bills and payment records.

4. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   ANDRE HADDAD, PE (Name)

   ONE AERIAL WAY, SYOSSET, NY (Address)

   516-938-0600 (Telephone Number)

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

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

   NA

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor

relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

N A

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

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

1/6/2016
Dated

Signature of Chief Executive Officer

ANDRE HADDAD
Name of Chief Executive Officer

Sworn to before me this 6th
day of January, 2016

Sharon Frisina
Notary Public

SHARON FRISINA
Notary Public, State of New York
No. 01FF3009961
Qualified in Suffolk County
Commission Expires Dec. 29, 20 17

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 1/6/2016

1) Bidder's/Proposer's Legal Name: Lockwood, Kessler & Bartlett, Inc.

2) Address of Place of Business: One Aerial Way, Syosset, NY 11791

List all other business addresses used within last five years:
351 Manville Road, Pleasantville, NY 10570 and One Exchange Place, 21 West Main Street, Waterbury, CT 06702

3) Mailing Address (if different): _____

Phone : 516-938-0600

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 006994487

5) Federal I.D. Number: 11-1015370

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) _____

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

8) Does this business control one or more other businesses? Yes X No ___ If Yes, please provide details: Please see attached

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. Please see attached

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

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

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

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

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? No X Yes ___ If Yes, provide details for each such charge. _____

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

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

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

occurrence. _____

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? No _X_ Yes ___; If Yes, provide details for each such instance. _____

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

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

17) Conflict of Interest:

a) Please disclose:

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

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

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.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

i) Date of formation; Date of Incorporation: August 4, 1934

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Please refer to Consultant's Disclosure Forr

iii) Name, address and position of all officers and directors of the company; Please refer to Consultant's Disclosure Form

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 100

vi) Annual revenue of firm; $12-$15M

vii) Summary of relevant accomplishments Please refer to Section C of the Proposal

viii) Copies of all state and local licenses and permits. Please refer to Section G of the Proposal

B. Indicate number of years in business. 126 years

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

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

Company Nassau County Department of Public Works

Contact Person Shila Shah-Gavnoudias, PE, Commissioner

Address 1194 Prospect Avenue

City/State Westbury, NY 11590

Telephone 516-571-9604

Fax #

E-Mail Address sshahgavnoudias@nassaucountyny.gov

Company Suffolk County Department of Public Works

Contact Person Gilbert Anderson, PE

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone 631-852-4010

Fax # 631-852-4150

E-Mail Address gilbert.anderson@suffolkcountyny.gov

Company Town of Oyster Bay Department of Public Works

Contact Person Matt Russo, PE

Address 150 Miller Place

City/State Syosset, NY 11791

Telephone 516-677-5719

Fax #

E-Mail Address Mrusso@oysterbay-ny.gov

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 6th day of January 2016

Sharon Frisina
Notary Public

SHARON FRISINA
Notary Public, State of New York
No. 01FF3000961
Qualified in Suffolk County
Commission Expires Dec. 29, 2017

Name of submitting business: Lockwood, Kessler & Bartlett, Inc.

By: Andre Haddad, PE
Print name

Signature

President/CEO
Title

1 / 6 / 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Andre Haddad

   Date of birth [redacted] / [redacted] / [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address One Aerial Way

   City/state/zip Syosset, NY 11791

   Telephone 516-938-0600

   Other present address(es) N/A

   City/state/zip N/A

   Telephone N/A

   List of other addresses and telephone numbers attached

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

   President 10 / 1 / 1997 Treasurer ___/___/___

   Chairman of Board 1 / 17 / 1999 Shareholder ___/___/___

   Chief Exec. Officer 1 / 17 / 1999 Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President 10 / 1 / 1994 _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. Mr. Haddad has an equity interest in LKB Group, LLC, which owns Lockwood Enterprises of New York, Inc., which owns Lockwood, Kessler & Bartlett, Inc.

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? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; 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? NO X YES ___ 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? NO _X_ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _X_ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X_ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 6th day of January 2016

Sharon Frisina
Notary Public

SHARON FRISINA
Notary Public, State of New York
No. 01FF3000961
Qualified in Suffolk County
Commission Expires Dec. 29, 20 17

Lockwood, Kessler & Bartlett, Inc.
Name of submitting business

Andre Haddad, PE
Print name

Signature

President / CEO
Title

1 / 6 / 2016
Date

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. 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; N/A

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

   N/A

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

   N/A

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

   N/A

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

   N/A

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.

Dated: 1/6/2016

Signed: _____

Print Name: Andre Haddad, PE

Title: President/CEO

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.

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
Andre Haddad, PE, President/CEO

mldlyy
1/6/16

Signature

Date

Name of Organization

Lockwood, Kessler & Bartlett, Inc.

Address of Organization

One Aerial Way, Syosset, NY 11791

COUNTY OF NASSAU

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

1. Name of the Entity: Lockwood, Kessler & Bartlett, Inc.

Address: One Aerial Way

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 11-1015370

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __X__Closely Held Corp _____Other (specify)

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

Andre Haddad, PE	President/Director	[redacted]
Steven Hanuszek, PE	Executive Vice President	[redacted]
Marian Wypyski, PE	Director	[redacted]
Raymond Wegener	Member	[redacted]

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

Principal Owner:

Lockwood Enterprises of New York, Inc. One Aerial Way, Syosset, NY 11791

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.

Lockwood, Kessler & Bartlett, Inc. owns 100% of: Alemco Development Corp.*, LKB Environmental Services, Inc.* and LKB Mapping, Inc.*

Lockwood Enterprises of New York, Inc.* owns 100% of Lockwood, Kessler & Bartlett, Inc.

LKB Group, LLC* owns 100% of Lockwood Enterprises of New York, Inc.* and One Aerial Way Realty, LLC*

* None of these firms will participate in the performance of this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

N/A

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

N/A

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

N/A

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

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

Dated: 12/23/2015

Signed: A. Haddad

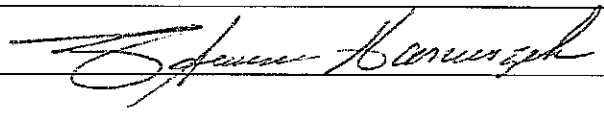
Print Name: Andre Haddad, PE

Title: President/CEO

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: Lockwood, Kessler & Bartlett, Inc.
Address (street/city/state/zip code): One Aerial Way Syosset, NY 11791
Authorized Representative (name/title): Steven Hanuszek, PE Executive Vice President
Authorized Signature: 
Contract Number: H62456
Contract/Project Name: Traffic Signal Expansion Phase 6
Contract/Project Description: Construction Management of Traffic Signal Improvements

Part 2- Projected MBE/WBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	$1,364,519		80
Total MBE Dollar Amount	$0.0	MBE Contract Percentage	0.0
Total WBE Dollar Amount	$273,000	WBE Contract Percentage	20
Total Combined M/WBE Dollar Amount	$273,000	Combined M/WBE Contract Percentage	20

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount($) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: NA Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: CSM Engineering, Address: 626 RXR Plaza City: Uniondale State/Zip Code: NY 11556 Authorized Representative: Hiara Guevara Telephone No. 516-378-4887	Construction Inspection	Amount ($): 273,000 Award Date:	Start Date: Spring 2016 Completion Date: Spring 2018
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

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.

CLPW1600000 1

Contract ID#: CQPW12000004

Department: Public Works

CF (Capital)

E-38-16

CF R41

Contract Details

SERVICE Engineering Management

NIFS ID #: CQPW12000004 NIFS Entry Date: 1/20/16 Term: from 12/3/2012 to 7/1/2015

New ☐ Renewal ☐	
Amendment	☒ #4
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

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

Agency Information

Vendor

Name	Vendor ID#
CDM Smith LiRo Engineers Inc	46-1490304
Address	**Contact Person**
60 Crossways Park West, Suite 340, Woodbury NY 11797 1 Aerial Way, Syosset, NY 11791	Keith Kelly CDM Joe Hurley LiRo
	Phone
	516-496-8400 CDM (516) 938-5476 LiRo

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 Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	1/21/16		
	DPW (Capital Only)	*CF Capital Fund Approval* ☐	1/21/16		
	OMB	*NIFS Approval* ☐	1/22/16		Yes ☐ No ☐ Not required if Blanket Res
	County Attorney	*CA RE & Insurance Verification* ☐	01/25/16		
	County Attorney	*CA Approval as to form* ☐	01/25/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	1/25/16		
	Rules ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/25/16		

2016 JAN 25 PM 2:35
CLERK OF THE LEGISLATURE
NASSAU COUNTY
RECEIVED

Contract ID#: CQPW12000004 Department: Public Works

Contract Summary

Description: Amendment 4 - Contract Management STEP Program and Environmental Emergency associated with sewer Overflows
Purpose: Due to the emergency conditions caused by the effects of Hurricane Sandy, the County has partnered with FEMA to implement Sheltering and Temporary Essential Power (STEP) Program and the assessment and remediation of homes impacted by sanitary waste.
Method of Procurement: The contractor was selected through an competitive RFP process.
Procurement History: The contractor was selected through an competitive RFP process.
Description of General Provisions: The contract is associated with the implementation of the County's STEP Program. Work includes management of the assessment, contracting with STEP Contractors and inspection of work. For the environmental remediation work the scope is the same except that the County has procured the services of the remedial contractors.
Impact on Funding / Price Analysis: The contract work is anticipated to be reimbursed partially by FEMA
Change in Contract from Prior Procurement: This amendment extends the contract by ten months so that the Amended Term of the Agreement shall expire on July 1, 2015.
Recommendation: Approve amendment 4 as submitted.

Advisement Information

BUDGET CODES	
Fund:	FEM
Control:	4000
Resp:	DE
Object:	5C5
Transaction:	CL

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$
TOTAL	$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	Emergency associated with Hurricane Sandy	$.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$.01

Document Prepared By: Kenneth Arnold Date: 1/8/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/25/16
Date	Date	(For Office Use Only) E #:

PRCF1205 (12/05)

E-38-16

RULES RESOLUTION NO. 41 – 2016

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 CDM SMITH AND LIRO ENGINEERS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2-1-16
(Voting)
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with CDM Smith and LiRo Engineers, Inc. in connection with contract management services associated with the Sheltering and Temporary Essential Power Pilot Program ("STEP Program") and environmental emergency services associated with sewer overflows caused by the effects of Superstorm Sandy, 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 CDM Smith and LiRo Engineers, Inc.

PRJCT	PRJCT DE	FUND	DOC NO	DOC SFX	CST GRP	CURR AMT	PAID AMT	BALANCE	RETAINAGE	CNTRCT S	VNDR SF	VNDR NME
41823	0	CAP	CFPW99000011	1	2	$ -	$ -	$ -	$ -	19990811	1	CAMP DRESSER & MCKEE INC
80005	0	CAP	CNTEPW80005A	2	2	$ 17,000.00	$ 17,000.00	$ -	$ -		1	CAMP DRESSER & MCKEE INC
80005	0	CAP	CNTEPW80005A	1	2	$ 400,261.00	$ 400,261.00	$ -	$ -		1	CAMP DRESSER & MCKEE INC
80041	0	CAP	CNTEPW80041C	1	2	$ 50,150.00	$ 50,150.00	$ -	$ -		1	CAMP DRESSER & MCKEE INC
80041	0	CAP	CNTEPW80041B	3	2	$ 203,960.00	$ 203,960.00	$ -	$ -		1	CAMP DRESSER & MCKEE INC
80041	0	CAP	CNTEPW80041B	2	2	$ 298,027.00	$ 298,027.00	$ -	$ -		1	CAMP DRESSER & MCKEE INC
80041	0	CAP	CNTEPW80041B	1	2	$ 318,847.00	$ 318,847.00	$ -	$ -		1	CAMP DRESSER & MCKEE INC
81021	0	CAP	COPW06000001	1	3	$ 27,349.77	$ 27,349.77	$ -	$ -	20060421	1	CAMP DRESSER & MCKEE INC
81021	0	CAP	CNTEPW81021B	1	2	$ 43,773.18	$ 43,773.18	$ -	$ -		1	CAMP DRESSER & MCKEE INC
81021	0	CAP	COPW04000010	1	3	$ 35,592.59	$ 35,592.59	$ -	$ -	20040803	1	CAMP DRESSER & MCKEE INC
81021	0	CAP	CNTEPW990C02	1	2	$ 36,076.46	$ 36,076.46	$ -	$ -		1	CAMP DRESSER & MCKEE INC
81021	0	CAP	CNTEPW980C02	1	2	$ 64,016.32	$ 64,016.32	$ -	$ -		1	CAMP DRESSER & MCKEE INC
91250	0	CAP	CNTEPW91250K	1	3	$ 3,184,148.00	$ 3,184,148.00	$ -	$ -		1	CAMP DRESSER & MCKEE INC
35016	0	CCD	CNTEPW35016A	1	2	$ 480,000.00	$ 480,000.00	$ -	$ -		1	CAMP DRESSER & MCKEE INC
3B115	0	CD2	CFPW04000005	2	2	$ 145,250.00	$ 145,250.00	$ -	$ -	20041001	1	CAMP DRESSER & MCKEE INC
3C057	0	CD3	CFPW02000010	1	2	$ 1,657,532.00	$ 1,651,086.60	$ 6,445.40	$ -	20021007	1	CAMP DRESSER & MCKEE INC
3C064	0	CD3	CFPW04000005	3	2	$ 145,250.00	$ 145,250.00	$ -	$ -	20041001	1	CAMP DRESSER & MCKEE INC
35114	0	CSW	CFPW14000050	1	2	$ 4,013,500.00	$ 878,830.13	$ 3,134,669.87	$ -	20150205	1	CAMP DRESSER & MCKEE INC
35117	UNI001	CSW	CFPW13000001	1	2	$ 713,700.00	$ 243,888.58	$ 469,811.42	$ -	20130913	1	CAMP DRESSER & MCKEE INC

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: CDM Smith/LiRo Engineers Inc

CONTRACTOR ADDRESS:
60 Crossways Park West, Suite 340, Woodbury NY 11797
1 Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 46-1490304

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_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on December 3, 2012. 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 a request for proposals. 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.

VIII. X 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 the contract being submitted to the Comptroller.

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

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

Department Head Signature

1/21/16

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

AMENDMENT FOUR

AMENDMENT, dated as of _____ ___, 2015 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) CDM Smith, a corporation, having its principal office at 60 Crossways Park West, Suite 340, Woodbury, New York 11797; and (iii) LiRo Engineers, Inc., a corporation with offices at 3 Aerial Way, Syosset, New York 11791 (collectively with CDM Smith, the "Contractor" or the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQPW12000004 between the County and the Firm, executed on behalf of the County on December 3, 2012 (the "Original Agreement"), the Firm performed certain services for the County in connection with engineering and construction management services associated with the Sheltering and Temporary Essential Power Pilot Program ("STEP Program"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from December 3, 2012 through March 30, 2013 (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was twenty five million dollars ($25,000,000) (the "Maximum Amount");

WHEREAS, Amendment One modified both the term of the Original Agreement, extending it to September 30, 2013 (the "Amended Term"), and the scope of the services to enhance the efficacy of the STEP program's services to Nassau County home's damaged by Superstorm Sandy; and

WHEREAS, Amendment Two modified the term of the Amended Agreement, extending it to March 1, 2014 (the "Amended Term"), the scope of services to include the "Clean and Seed" program, and the Amount of Consideration for said services; and

WHEREAS, Amendment Three modified the term of the Amended Agreement, extending it to September 1, 2014 (the "Amended Term"), the scope of services to include the overtime authorization; and

WHEREAS, the County and the Contractor desire to modify the Amended Term and the Scope of Services for the Agreement as provided herein ("Agreement Amendment Four"); and

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

1. Term Extension. The Amended Term shall be further extended by 10 months so that the Amended Term of the Agreement shall expire on July 1, 2015.

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

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

CDM Smith

By: _____

Name: Keith F. Kelly, P.E.

Title: Senior Vice President

Date: 12/24/15

LiRo Engineers, Inc.

By: _____

Name: Lawrence H. Blond, P.E.

Title: Senior Vice President

Date: 1/7/16

County of Nassau

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 7th day of January in the year 2016 before me personally came Lawrence H. Blond 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 Senior Vice President of LiRo Engineers, Inc., 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

JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5057913
Qualified in Suffolk County
Commission Expires May 6, 20 18

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

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

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

On the 14th day of December in the year 2015 before me personally came Keith F. Kelly 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 Senior Vice President of CDM Smith Inc., 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

JAYNE CICCONE
Notary Public, State of New York
No. 01CI6206399
Qualified in Nassau County
Commission Expires May 18, 2017

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

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

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.

Lawrence H. Blond, PE

Name and Title of Authorized Representative

Signature

m/d/yy

12/24/15

Date

LiRo Engineers, Inc.

Name of Organization

3 Aerial Way, Syosset, NY 11791

Address of Organization

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.

Keith F. Kelly Senior Vice President

Name and Title of Authorized Representative

Signature

m/d/yy

4/6/16

Date

CDM Smith Inc.

Name of Organization

60 Crossways Park Drive West, Suite 340, Woodbury, NY 11797

Address of Organization

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

Not applicable.

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

Not applicable.

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**
Not applicable.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
Not applicable.

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.

Dated: 1/6/16

Signed: _____

Print Name: Keith F. Kelly

Title: Senior Vice President

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

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None.

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

N/A

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

N/A

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

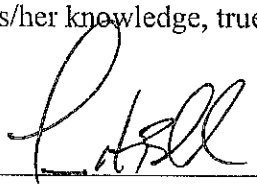
N/A

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

N/A

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.

Dated: 12/20/16

Signed: 

Print Name: Lawrence H. Blond, PE

Title: Senior Vice President

COUNTY OF NASSAU

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

1. Name of the Entity: CDM Smith Inc.

   Address: 60 Crossways Park Drive West, Suite 340

   City, State and Zip Code: Woodbury, NY 11797

2. Entity's Vendor Identification Number: 04-2473650

3. Type of Business: X Public Corp ____Partnership ____Joint Venture

   ____Ltd. Liability Co ____Closely Held Corp _____Other (specify)

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

   See attached

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

   CDM Smith Inc. is a privately held corporation, with no single share holder owning more than 10% of the issued stock.

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.

CDM Constructors Inc.

CDM Federal Programs Corporation

Neither of these subsidiaries will take part in the performance of this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

NA

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

NA

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

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

Dated: 1/6/16

Signed:

Print Name: Keith F. Kelly

Title: Senior Vice President

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

CDM Smith INC.
CORPORATE OFFICERS
2016

President:	**Timothy B. Wall** [redacted]
Treasurer:	**Thierry Desmaris** [redacted]
Clerk of the Corporation:	**Mario J. Marcaccio** [redacted]

EXPIRATION OF TERM: Until their successors are duly chosen and qualified.

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Engineers, Inc.

Address: 3 Aerial Way

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 13-1974950

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __X__Closely Held Corp _____Other (specify)

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

Rocco L. Trotta, PE, [redacted]
Luis M. Tormenta, PE, [redacted]
Lawrence S. Roberts, [redacted]
Michael Burton, PE, [redacted]
Michael Bailey, PE, [redacted]
Richard Schmalz, PE, [redacted]
Peter Gerbasi, PE, [redacted]
Robert Kreuzer, [redacted]
Alfred C. Bereche, [redacted]
Lawrence Blond, PE, [redacted]
Michael Rennard, PE, [redacted]

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

Rocco L. Trotta, PE, [redacted]

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

**LiRo Program and Construction Management, PE P.C. – Common Ownership and Control
LiRo Architects + Planners, P.C. – Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) – Common Ownership and Control
LiRo Program and Construction Management, Inc. – Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Control

** Affiliated Company that may participate in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

N/A

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

N/A

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

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

Dated: 12/24/15

Signed:

Print Name: Lawrence H. Blond, PE

Title: Senior Vice President

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

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Program and Construction Management, PE P.C.

Address: 3 Aerial Way

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 11-3205660

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __X__Closely Held Corp _____Other (specify)

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

Rocco L. Trotta, PE, [redacted]

Luis M. Tormenta, PE, [redacted]

Lawrence H. Blond, PE, [redacted]

Michael Burton, PE, [redacted]

Michael Bailey, PE, [redacted]

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

Rocco L. Trotta, PE, [redacted]

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

**LiRo Engineers, Inc. – Common Ownership and Control
LiRo Architects + Planners, P.C. – Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
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LiRo Architects & Engineers, P.C. (PA) – Common Ownership and Control
LiRo Program and Construction Management, Inc. – Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Control

** Affiliated Company that may participate in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

N/A

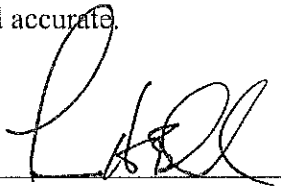
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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

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

Dated: December 31, 2015

Signed: 

Print Name: Lawrence H. Bond, PE

Title: Senior Vice President and General Manager

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.

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 12/14/2015

1) Bidder's/Proposer's Legal Name: CDM Smith Inc.

2) Address of Place of Business: 60 Crossways Park Drive West, Suite 340, Woodbury, NY 11797

List all other business addresses used within last five years:
100 Crossways Park Drive West, Suite 400, Woodbury, NY 11797

3) Mailing Address (if different):

Phone : 516-496-8400

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 05-599-0261

5) Federal I.D. Number: 04-2473650

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) _____

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

8) Does this business control one or more other businesses? Yes X No ___ If Yes, please provide details: CDM Smith Inc. is the parent company of multiple subsidiaries such as CDM Federal Programs Corporation and CDM Constructors Inc.

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

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
Because of our size and volume of business, this response is to the best of our knowledge.

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

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

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

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? No X Yes ___ If Yes, provide details for each such charge._____

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

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

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

occurrence. _____

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? No X Yes ___; If Yes, provide details for each such instance. _____

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

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

17) Conflict of Interest:

a) Please disclose:

(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 as collection agent on behalf of Nassau County. No.

(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 as collection agent on behalf of Nassau County. No

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. No.

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.

CDM Smith performs a conflict of interest check on all projects prior to submitting a proposal for that work.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. The CDM Smith/LiRo JV's proposal includes much of the information requested below. Where not included, specific responses are provided. Should the bidder/proposer be other than an individual, the bid/proposal should include:

   i) Date of formation; 1947

   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; CDM Smith is an employee held firm with no single shareholder owning more that 10% of the issued shares.

   iii) Name, address and position of all officers and directors of the company; (See attached)

   iv) State of incorporation (if applicable); Massachusetts

   v) The number of employees in the firm; Approx. 5,000

   vi) Annual revenue of firm; $1.2 Billion

   vii) Summary of relevant accomplishments See proposal

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

B. Indicate number of years in business. 68

C. Provide any other information which would be appropriate and helpful in determining the bidder's/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 bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work. See proposal

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 14th day of December 2015

Notary Public

JAYNE CICCONE
Notary Public, State of New York
No. 01CI6206399
Qualified in Nassau County
Commission Expires May 18, 2017

Name of submitting business: CDM Smith Inc.

By: Keith F. Kelly
Print name

Signature

Senior Vice President
Title

12 / 14 / 2015
Date

CDM Smith INC.
CORPORATE OFFICERS
2016

President:	Timothy B. Wall [redacted]
Treasurer:	Thierry Desmaris [redacted]
Clerk of the Corporation:	Mario J. Marcaccio [redacted]

EXPIRATION OF TERM: Until their successors are duly chosen and qualified.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Keith F. Kelly

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 60 Crossways Park Drive West, Suite 340

   City/state/zip Woodbury, NY 11797

   Telephone 516-496-8400

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

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

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder 9 / 23 / 1992

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other) Senior Vice President 4/2005

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. 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? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; 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? NO X YES ___ 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? NO X YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 14th day of December 2015

Notary Public

JAYNE CICCONE
Notary Public, State of New York
No. 01CI6206399
Qualified in Nassau County
Commission Expires May 18, 2017

Name of submitting business: CDM Smith Inc.

By: Keith F. Kelly
Print name

Signature

Senior Vice President
Title

12 / 14 / 2015
Date

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: December 22, 2015

1) Bidder's/Proposer's Legal Name: LiRo Engineers, Inc.

2) Address of Place of Business: 3 Aerial Way, Syosset, NY 11791

List all other business addresses used within last five years:
N/A

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

Phone : 516-938-5476

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 007167914

5) Federal I.D. Number: 13-1974950

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership
X Corporation ___ Other (Describe)

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

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

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

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

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

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

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 X No ____ If Yes, provide details for each such investigation. See attached

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

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

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

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

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

occurrence. _____

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? No X Yes ___; If Yes, provide details for each such instance. _____

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

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

17) Conflict of Interest:

a) Please disclose:

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

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

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.

We are not aware of any matter that is or may become a conflict of interest preventing LiRo Engineers, Inc. from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact LiRo's ability to perform its services on this project, LiRo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, LiRo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact LiRo's ability to perform its services on the project.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

   Should the bidder/proposer be other than an individual, the bid/proposal should include:

   i) Date of formation;

   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

   iii) Name, address and position of all officers and directors of the company;

   iv) State of incorporation (if applicable);

   v) The number of employees in the firm;

   vi) Annual revenue of firm;

   vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

   Company Town of Oyster Bay Department of Public Works

   Contact Person Richard T. Betz, Commissioner

   Address 150 Miller Place

   City/State Syosset, NY 17911

   Telephone 516-677-5127

   Fax # N/A

   E-Mail Address rbetz@oysterbay-ny.gov

Company Town of Hempstead

Contact Person William Rockensies, PE, Commissioner of Engineering

Address 350 Front Street

City/State Hempstead, NY 11550

Telephone 516-489-5000

Fax # 516-489-0024

E-Mail Address wrockensies@tohmail.org

Company Town of North Hempstead Department of Public Works

Contact Person Paul DiMaria, Commissioner

Address 285 Denton Avenue

City/State New Hyde Park, NY 11040

Telephone 516-739-6710

Fax # N/A

E-Mail Address dimariap@northhempsteadny.gov

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 24 day of December 2015

Joann Henzey
Notary Public

JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5057913
Qualified in Suffolk County
Commission Expires May 6, 2018

Name of submitting business: LiRo Engineers, Inc.

By: Lawrence H. Blond, PE
Print name

Signature

Senior Vice President
Title

12 / 24 / 15
Date

BUSINESS HISTORY FORM ATTACHMENTS

9.) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by any other business? Yes, affiliates are listed below:

LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
LiRo Architects + Planners, P.C. - Common Ownership and Control
LiRo Architects & Engineers West, P.C. (NJ) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. (CA) - Common Ownership and Control
LiRo Constructors, Inc. - Common Ownership and Control

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.

NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

ATTACHMENTS TO BUSINESS HISTORY FORM

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.

Established in 1983, The LiRo Group has grown from a local resident engineering and inspection company to a full-service program/construction management, engineering, architectural and environmental services firm. From the beginning, LiRo has placed a priority on direct, responsive communication with clients. Our commitment to working closely with clients at all project phases has played a significant role in our success – and that of our clients. It's also given us one of the industry's highest repeat business rates.

The LiRo Group is comprised of three affiliate firms, which collectively offer our clients a comprehensive, multi-disciplined array of professional services covering a project from initial conceptual design through construction completion. The affiliate firms include: LiRo Program and Construction Management, PE, P.C., LiRo Engineers, Inc., and LiRo Architects + Planners, P.C. Together, The LiRo Group is one of New

York's largest privately held engineering, architectural and construction management firms. With offices in New York, New Jersey and Connecticut, LiRo primarily serves public sector clients throughout the tri-state area.

LiRo is unique in that we offer a broad range of services - architecture, civil, structural, mechanical, electrical, traffic, and environmental engineering - coupled with tight project controls and practical construction knowledge. Currently the firm is ranked among the nation's top 30 construction management firms (*Engineering News Record*).

i. **Date of formation:** 1925

ii. **Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner:**
Rocco L. Trotta, [redacted]wner

iii. **Name, address and position of all officers and directors of the company:**
Rocco L. Trotta, [redacted]
Luis M. Tormenta, [redacted]Vice Chairman
Lawrence S. Roberts, [redacted], Senior Vice President, Chief Financial Officer
Michael Burton, [redacted], SVP & National Operations Manager
Michael Bailey, [redacted], Senior Vice President
Richard Schmalz, [redacted], Vice President
Peter Gerbasi, [redacted], Vice President
Robert Kreuzer, [redacted], Vice President
Alfred C. Bereche, [redacted]31, General Counsel
Lawrence Blond, [redacted], Senior Vice President and General Manager
Michael Rennard, [redacted], Vice President

iv. **State of incorporation:** New York

v. **The number of employees in the firm:** 487

vi. **Annual revenue of the firm:** LiRo Engineers, Inc. 2014 Gross Revenue = $112,597,000

vii. **Summary of relevant accomplishments:**
LiRo is headquartered in Syosset, NY, and continues to serve public and private sector clients ranging from villages and small companies to large state agencies. LiRo has the in-depth experience required to effectively address the requirements and concerns of this project, and is uniquely qualified to provide the expertise necessary to address the goals of this project.

LiRo has completed multiple projects that are the same or very similar to the proposed project. Below is a list of public sector clients for whom LiRo has provided similar work in the past five years.

- Nassau County Department of Public Works
- Town of Hempstead
- Town of Hempstead Department of Sanitation
- Town of Hempstead Department of Parks and Recreation
- Town of North Hempstead Department of Public Works
- Town of Oyster Bay Housing Authority
- Town of Oyster Bay Department of Public Works
- City of Long Beach Department of Public Works
- New York City Department of Transportation
- Suffolk County Department of Public Works
- New York City Police Department
- MTA – Bridges and Tunnels
- New York City Economic Development Corporation
- Westchester County Department of Public Works
- Port Authority of New York and New Jersey
- MTA – Long Island Rail Road
- New York City School Construction authority
- Dormitory Authority of the State of New York
- New York City Health & Hospitals Corporation
- New York City Housing Preservation and Development
- New York City Department of Design & Construction
- New York City Mayor's Office of Environmental Remediation
- New York State Department of Transportation
- New Jersey Turnpike Authority
- New York Public Library
- Empire State Development Corporation
- New York State Homes and Community Renewal
- New York State Thruway Authority
- MTA – New York City Transit
- New York City Housing Authority
- Rochester Housing Authority

viii. **Copies of all state and local licenses and permits:** See attached.

B. Indicate the number of years in business: 90

C. Provide any other information indicating the Proposer's capacity and reliability to perform similar services.

The LiRo Group's staff of 750 professionals includes 96 licensed Professional Engineers and 21 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.

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

LIRO ENGINEERS INC
3 AERIAL WAY
SYOSSET, NY 11791-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2015 TO 12/31/2017.

DOUGLAS E LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011862

JOHN B KING JR
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

CQPW14000012

Contract ID#: CQPW12000004

Department: Public Works

CF (Capital)

E-80-14 F

Contract Details

SERVICE Engineering Management

NIFS ID #CQPW12000004 NIFS Entry Date: 3/5/14 Term: from 12/3/2012 to 9/1/2014

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

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

Agency Information

Vendor	
Name CDM Smith LiRo Engineers Inc	Vendor ID# 46-1490304
Address 60 Crossways Park West, Suite 340, Woodbury NY 11797 1 Aerial Way, Syosset, NY 11791	Contact Person Keith Kelly CDM Joe Hurley LiRo
	Phone 516-496-8400 CDM (516) 938-5476 LiRo

County Department	
Department Contact Kenneth Arnold	
Address 1194 Prospect Ave Westbury, New York 11590	
Phone 516-571-9607	

Routing Slip

DATE Received	DEPARTMENT	Internal Verification		DATE Reviewed / Initial	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☐ ☐	3/5/14		
	DPW (Capital Only)	*CF Capital Fund Approval*	☐	3/5/14		
	OMB	*NIFS Approval*	☐	3/12/14		Yes ☐ No ☐ No Required ☐ Blanket Res ☐
3/17/14	County Attorney	*CA RE & Insurance Verification*	☑	3/17/14		
3/17/14	County Attorney	*CA Approval as to form*	☒	3/17/14		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐	3/19/14	Gregory A. May	
	Rules ☐ / Leg. ☐		☐			
	County Attorney	*NIFS Approval*	☐	04/09/2014		
	Comptroller	*NIFS Approval*	☐	4/20/14	SB 4/15/14	
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	3/21/14		

Contract ID#: CQPW12000004 Department: Public Works

Contract Summary

Description: Amendment 3 - Contract Management STEP Program and Environmental Emergency associated with sewer Overflows
Purpose: Due to the emergency conditions caused by the effects of Hurricane Sandy, the County has partnered with FEMA to implement Sheltering and Temporary Essential Power (STEP) Program and the assessment and remediation of homes impacted by sanitary waste.
Method of Procurement: The contractor was selected through an competitive RFP process.
Procurement History: The contractor was selected through an competitive RFP process.
Description of General Provisions: The contract is associated with the implementation of the County's STEP Program. Work includes management of the assessment, contracting with STEP Contractors and inspection of work. For the environmental remediation work the scope is the same except that the County has procured the services of the remedial contractors.
Impact on Funding / Price Analysis: The contract work is anticipated to be reimbursed partially by FEMA
Change in Contract from Prior Procurement: This amendment extends the contract by six months, clarifies payment terms and clarifies and modifies the scope to cover Exhibit C paragraph 6 - Overtime
Recommendation: Approve amendment 3 as submitted.

Advisement Information

BUDGET CODES	
Fund:	FEM
Control:	4000
Resp:	DE
Object:	5C5
Transaction:	CL

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$
TOTAL	$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	Emergency associated with Hurricane Sandy	$.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Kenneth Arnold Date: 3/29/13

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
Name	Name	Date 3/21/14
Date 4/22/14	Date 4/22/14	(For Office Use Only) E #:

PRCF1205 (12/05)

6-80-14

RULES RESOLUTION NO. 92 2014

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 CDM SMITH AND LIRO ENGINEERS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4-7-14
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County of Nassau, has negotiated an amendment to a personal services agreement with CDM Smith and LiRo Engineers, Inc. to provide engineering and construction management services associated with the Sheltering and Temporary Essential Power Pilot Program, 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 CDM Smith and LiRo Engineers, Inc.

RULES RESOLUTION NO. – 2014

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RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with CDM Smith and LiRo Engineers, Inc.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: CDM Smith/LiRo Engineers Inc

CONTRACTOR ADDRESS:
60 Crossways Park West, Suite 340, Woodbury NY 11797
1 Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 46-1490304

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_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on December 3, 2012. 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 a request for proposals. 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

intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

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

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

Department Head Signature

3/6/14
Date

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

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

AMENDMENT THREE

AMENDMENT, dated as of _____ ___, 2014 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) CDM Smith, a corporation, having its principal office at 60 Crossways Park West, Suite 340, Woodbury, New York 11797; and (iii) LiRo Engineers, Inc., a corporation with offices at 3 Aerial Way, Syosset, New York 11791 (collectively with CDM Smith, the "Contractor" or the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPW12000004 between the County and the Firm, executed on behalf of the County on December 3, 2012 (the "Original Agreement"), the Firm performed certain services for the County in connection with engineering and construction management services associated with the Sheltering and Temporary Essential Power Pilot Program ("STEP Program"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from December 3, 2012 through March 30, 2013 (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was twenty five million dollars ($25,000,000) (the "Maximum Amount");

WHEREAS, Amendment One modified both the term of the Original Agreement, extending it to September 30, 2013 (the "Amended Term"), and the scope of the services to enhance the efficacy of the STEP program's services to Nassau County home's damaged by Superstorm Sandy; and

WHEREAS, Amendment Two modified the term of the Amended Agreement, extending it to March 1, 2014 (the "Amended Term"), the scope of services to include the "Clean and Seed" program, and the Amount of Consideration for said services; and

WHEREAS, the County and the Contractor desire to modify the Amended Term and the Scope of Services for the Agreement as provided herein ("Agreement Amendment Three"); and

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

1. Term Extension. The Amended Term shall be further extended by 6 months so that the Amended Term of the Agreement shall expire on September 1, 2014.

2. Scope of Services. The Services under "Exhibit C paragraph 6 – Overtime" shall be modified as of the Effective Date of the Original Agreement to delete the first sentence of the paragraph starting with "Payment Voucher" and ending with "nature of services." and replaced with the following sentence:

> "Given the nature of the services to be provided, the firm shall provide verbal notice to the Department when overtime is required and the Department may provide written or verbal authorization for such overtime."

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

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

CDM Smith

By: _____

Name: Keith F. Kelly

Title: Senior Vice President

Date: 8/22/2013

LiRo Engineers, Inc.

By: _____

Name: Lawrence H. Blond

Title: Senior Vice President

Date: February 25, 2014

County of Nassau

By: _____

Name: Richard F. Walker
Chief Deputy County Executive

Title: Deputy County Executive

Date: 5/6/14

PLEASE EXECUTE IN BLUE INK

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

On the 25th day of February in the year 2014 before me personally came Lawrence H. Blond 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 Sr. Vice President of LiRo Engineers, Inc., 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.

JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5057913 – Suffolk County
Commission Expires May 6, 2014

NOTARY PUBLIC

Joann Henzey

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

On the ____ day of _____ in the year 2011 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

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

On the 6 day of MAY in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

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

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

On the 3rd day of March in the year 2014 before me personally came Keith F. Kelly 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 Senior Vice President of CDM Smith, 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

JAYNE CICCONE
Notary Public, State of New York
No. 01CI6206399
Qualified in Nassau County
Commission Expires May 18, 2017

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

On the 3rd day of _____ in the year 2011 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.

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NOTARY PUBLIC

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

1. Name of Firm: LiRo Engineers, Inc.

   Address: 3 Aerial Way

   City and State: Syosset, NY Zip Code 11791

2. Firm's Vendor Identification Number: 13-1974950

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company X Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary) Address: 3 Aerial Way, Syosset, NY 11791

Rocco L. Trotta, PE, Chairman; Luis M. Tormenta, PE, CEO & Vice Chairman; Michael Bailey, PE, Sr. Vice President; Michael Burton, PE, Sr. Vice President & General Manager; Alfred Bereche, Corporate Counsel/Secretary; Lawrence S. Roberts, CFO & Senior Vice President; Michael Rennard, PE, Vice President; Richard Schmalz, PE, Vice President; Lawrence H. Blond, PE, Senior Vice President & General Manager; Robert Kreuzer, Vice President; Peter Gerbasi, PE, Vice President

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

Rocco L. Trotta, PE, 3 Aerial Way, Syosset, NY 11791 - 100%

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

The following entities are affiliates through common ownership by Rocco Trotta: LiRo Architects + Planners, P.C.; LiRo Program and Construction Management, PE P.C. ; LiRo Architects and Engineers West, P.C.; LiRo Architects & Engineers, P.C. (CT); LiRo Architects & Engineers, P.C. (PA); LiRo Consulting Engineers, P.C.; LiRo Program and Construction Management, Inc.(CA) LiRo Constructors, Inc.. Common officers of all LiRo affiliates: Rocco Trotta, Chairman; Luis Tormenta, CEO & Vice Chairman; Michael Burton, PE, Senior Vice President & National Operations Manager

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

Dated: February 25, 2014

Signed: _____

Print Name: Lawrence H. Blond, P.E.

Title: Senior Vice President & General Manager

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

1. Name of Firm: Camp Dresser McKee & Smith

   Address: 60 Crossways Park West, Suite 340

   City and State: Woodbury, NY Zip Code 11797

2. Firm's Vendor Identification Number: 04-2473650

3. Type of Business:

   _____ Public Corp. __X__ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company _____ Closely Held Corp. _____ Other (specify)

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

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See Attached

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CDM Smith Inc.

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Dated: 3/3/14 Signed: _____

Print Name: Keith F. Kelly

ATTACHMENT A

Peter W. Tunnicliffe
[redacted]

Gary Kroll
[redacted]

Keith F. Kelly
[redacted]

Eduardo Galindo
[redacted]

Thomas Schoettle
[redacted]

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

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No individual holds more than 3% of stock in CDM Smith Inc. The majority of stock is held in CDM Smith's Capital Accumulation Plan (CAP) which is a IRS approved employee 401k plan.

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

Camp Dresser McKee & Smith

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Dated: 3/3/17

Signed: _____

Print Name: Keith F. Kelly

Title: Senior Vice President

CDM Smith Inc.
2014
BOARD OF DIRECTORS

Name	Address
Stephen J. Hickox Chairman of the Board	[redacted]
Charlene P. Allen	[redacted]
Thierry Desmaris	[redacted]
Stephen J. Hickox	[redacted]
Colleen Hughes	[redacted]
William K. O'Brien	[redacted]
Paul R. Shea	[redacted]
M. Stevenson Smith	[redacted]
Howard H. Stevenson	[redacted]
Peter W. Tunnicliffe	[redacted]
Robert L. VanAntwerp	[redacted]
Guillermo J. Vicens	[redacted]
Timothy B. Wall	[redacted]
Gae A. Walters	[redacted]

EXPIRATION OF TERM: Until their successors are duly chosen and qualified.

CLPW13000043

Contract ID#: CQPW12000004

Department: Public Works

E-1903

CF (Capital)

CF

Contract Details

SERVICE Engineering Management

NIFS ID #: CLPW13000043 NIFS Entry Date: 8/28/13 Term: from 10/1/2013 to 3/1/2014

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

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☒ (DS2)
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name CDM Smith LiRo Engineers Inc	Vendor ID# 13-1974950
Address 60 Crossways Park West, Suite 340, Woodbury NY 11797 1 Aerial Way, Syosset, NY 11791	Contact Person Keith Kelly CDM Joe Hurley LiRo
	Phone 516-496-8400 CDM (516) 938-5476 LiRo

County Department
Department Contact Kenneth Arnold
Address 1194 Prospect Ave Westbury, New York 11590
Phone 516-571-9607

Routing Slip

DATE RCVD	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	8/29/13		
	DPW (Capital Only)	*CF Capital Fund Approval* ☐	8/15/13		
	OMB	*NIFS Approval* ☐	9/23/13		Yes ☐ No ☐ Not required ☐ Blanket Res.
8/29/13	County Attorney	*CA RE & Insurance Verification* ☑	8/29/13		
	County Attorney	*CA Approval as to form* ☐	8/30/13		CA Yes ☐ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	8/30/13		
	Rules ☐ / Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐	9/10/2013		
	Comptroller	*NIFS Approval* ☑	9/12/13		CCC 9/11/13
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	9/20/13		

RECEIVED
MASSAU COUNTY
2013 AUG 30 P 3:01
CLERK OF THE LEGISLATURE

Contract ID#: CQPW12000004 Department: Public Works

Contract Summary

Description: Amendment 2 - Contract Management STEP Program and Environmental Emergency associated with sewer Overflows
Purpose: Due to the emergency conditions caused by the effects of Hurricane Sandy, the County has partnered with FEMA to implement Sheltering and Temporary Essential Power (STEP) Program and the assessment and remediation of homes impacted by sanitary waste.
Method of Procurement: The contractor was selected through an competitive RFP process.
Procurement History: The contractor was selected through an competitive RFP process.
Description of General Provisions: The contract is associated with the implementation of the County's STEP Program. Work includes management of the assessment, contracting with STEP Contractors and inspection of work. For the environmental remediation work the scope is the same except that the County has procured the services of the remedial contractors.
Impact on Funding / Price Analysis: The contract work is anticipated to be reimbursed partially by FEMA
Change in Contract from Prior Procurement: This amendment extends the contract by six months, clarifies payment terms and clarifies and modifies the scope to cover outreach, management services associated with the exterior cleaning of sewer impacted residences and FEMA closeout requirements.
Recommendation: Approve amendment 2 as submitted.

Advisement Information

BUDGET CODES	
Fund:	FEM
Control:	4000
Resp:	
Object:	
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	[redacted]
County	$
Federal	$
State	$
Capital	$
Other	$
TOTAL	$

LINE	INDEX/OBJECT CODE	AMOUNT
1	Emergency associated with Hurricane Sandy	$.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Kenneth Arnold Date: 8/29/13

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
Name	Name	Date 9/20/13
Date 9/12/13	Date 9/12/13	(For Office Use Only) E #:

PRCF1205 (12/05)

F 190-13

RULES RESOLUTION NO. 265 – 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 NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND CDM SMITH AND LIRO ENGINEERS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-9-13
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with CDM Smith and LiRo Engineers, Inc. in connection with contract management of the Sheltering and Temporary Essential Power Pilot Program ("STEP Program") and environmental emergency services associated with sewer overflows caused by the effects of Superstorm Sandy, 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 CDM Smith and LiRo Engineers, Inc.

RULES RESOLUTION NO. – 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 NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND CDM SMITH AND LIRO ENGINEERS, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with CDM Smith and LiRo Engineers, Inc. in connection with contract management of the Sheltering and Temporary Essential Power Pilot Program ("STEP Program") and environmental emergency services associated with sewer overflows caused by the effects of Superstorm Sandy, 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 CDM Smith and LiRo Engineers, Inc.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: CDM Smith/LiRo Engineers Inc

CONTRACTOR ADDRESS:
60 Crossways Park West, Suite 340, Woodbury NY 11797
1 Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 13-1974950

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 _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on December 3, 2012. 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 a request for proposals. 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

intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

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

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

Department Head Signature

8/18/17
Date

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

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

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

1. Name of Firm: CDM Smith Inc.

   Address: 60 Crossways Park West, Suite 340

   City and State: Woodbury, NY Zip Code 11797

2. Firm's Vendor Identification Number: 04-2473650

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company ___X___ Closely Held Corp. _____ Other (specify)

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

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Camp Dresser McKee & Smith

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Dated: 8/22/17

Signed: _____

Print Name: Keith F. Kelly

Title: Senior Vice President

CDM Smith Inc.
2013
BOARD OF DIRECTORS

Name	Address
Richard D. Fox Chairman of the Board	[redacted]
Charlene P. Allen	[redacted]
Paul G. Camell	[redacted]
Stephen J. Hickox	[redacted]
Alex H. Makled	[redacted]
John D. Manning	[redacted]
William K. O'Brien	[redacted]
Paul R. Shea	[redacted]
M. Stevenson Smith	[redacted]
Howard H. Stevenson	[redacted]
Robert L. VanAntwerp	[redacted]
Guillermo J. Vicens	[redacted]
Timothy B. Wall	[redacted]
Gae A. Walters	[redacted]

EXPIRATION OF TERM: Until their successors are duly chosen and qualified.

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Dated: 8/22/13 Signed: _____

Print Name: Keith F. Kelly

ATTACHMENT A

1. Milledge S. Smith
[redacted]

2. Peter W. Tunnicliffe
[redacted]

3. William S. Howard
[redacted]

4. Daniel M. Gerrity
[redacted]

5. Gary Kroll
[redacted]
Staten Island, NY 10309

6. Keith F. Kelly
[redacted]

7. Eduardo Galindo
[redacted]

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

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Rocco L. Trotta, PE, Chairman; Luis M. Tormenta, PE, CEO & Vice Chairman; Michael Bailey, PE, Sr. Vice President; Michael Burton, PE, Sr. Vice President & General Manager; Alfred Bereche, Corporate Counsel/Secretary; Lawrence S. Roberts, CFO & Senior Vice President; Michael Rennard, PE, Vice President; Richard Schmalz, PE, Vice President; Lawrence H. Blond, PE, Senior Vice President & General Manager; Robert Kreuzer, Vice President; Peter Gerbasi, PE, Vice President

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Rocco L. Trotta, PE, 3 [redacted]

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

The following entities are affiliates through common ownership by Rocco Trotta: LiRo Architects + Planners, P.C.; LiRo Program and Construction Management, PE P.C. ; LiRo Architects and Engineers West, P.C.; LiRo Architects & Engineers, P.C. (CT); LiRo Architects & Engineers, P.C. (PA); LiRo Consulting Engineers, P.C.; LiRo Program and Construction Management, Inc.(CA) LiRo Constructors, Inc.. Common officers of all LiRo affiliates: Rocco Trotta, Chairman; Luis Tormenta, CEO & Vice Chairman; Michael Burton, PE, Senior Vice President & National Operations Manager

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

Dated: August 19, 2013

Signed: _____

Print Name: Lawrence H. Blond, P.E.

Title: Senior Vice President & General Manager

AMENDMENT TWO

AMENDMENT, dated as of _____, 2013 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) CDM Smith, a corporation, having its principal office at 60 Crossways Park West, Suite 340, Woodbury, New York 11797; and (iii) LiRo Engineers, Inc., a corporation with offices at 3 Aerial Way, Syosset, New York 11791 (collectively with CDM Smith, the "Contractor" or the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPW12000004 between the County and the Firm, executed on behalf of the County on December 3, 2012 (the "Original Agreement"), the Firm performed certain services for the County in connection with engineering and construction management services associated with the Sheltering and Temporary Essential Power Pilot Program ("STEP Program"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from December 3, 2012 through March 30, 2013 (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was twenty five million dollars ($25,000,000) (the "Maximum Amount");

WHEREAS, Amendment One modified both the term of the Original Agreement, extending it to September 30, 2013 (the "Amended Term"), and the scope of the services to enhance the efficacy of the STEP program's services to Nassau County home's damaged by Superstorm Sandy;

WHEREAS, the County will provide additional Superstorm Sandy recovery assistance to residents in certain areas through exterior environmental clean-up; and

WHEREAS, the County and the Contractor desire to modify the Amended Term, the Scope of Services and the Amount of Consideration for the Agreement as provided herein ("Agreement Amendment Two"); and

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

1. Term Extension. The Amended Term shall be further extended by 6 months so that the Amended Term of the Agreement shall expire on March 31, 2014.

2. Scope of Services. The Services shall be modified to add the following within the scope of services of the Original Agreement. Exhibit B, Task B of the Original Agreement shall be modified to allow the Contractor to provide additional support to the County's external environmental program ("Clean and Seed"). Additional services shall consist of the following:

a. Performing assessments of properties in order to determine the square footage of soil, hardscape, structures, and vegetation to be cleaned/removed.
b. Coordinating and scheduling work with the cleanup firms and/or Nassau County staff and the homeowner.
c. For work completed by County forces, the Contractor's role and responsibility shall be limited to scheduling, assessments and support for documentation of home owner acceptance of the work.
d. For the purpose of potential reimbursement through FEMA for the work being performed, the Contractor shall document work performed...
e. The Contractor shall provide additional support necessary respond to additional requests from FEMA in order to close out County's external environmental program work orders.

3. For billing purposes, the term Program Management in this Contract shall include:

- program management;
- project management
- management and administrative tasks in support of inspections and work orders;
- communication and meetings with homeowners, contractors and the County;
- development of contractor bid documents for unit pricing, evaluation of contractor bids;
- preparation of invoices;
- quality control;
- audit support;
- certified payroll analysis;
- environmental assessment coordination;
- data management;
- report development;
- contractor invoice review;
- scheduling work;
- outreach efforts;
- document control and filing;
- progress inspections and photographic documentation of homes and work;

- requests for information and supporting documentation from FEMA for FEMA compliance and the County.
- FEMA required documentation production;
- other tasks as assigned by County

4. Reimbursement for lodging and meals shall be allowed and paid on a GSA per diem basis. Airfare, rental cars, and other reasonable travel expenses shall be allowed as reimbursable expenses. Receipts will not be required for meals or other per diem expenses. Computers, printers, cameras, and other purchases made in support of the program will be allowed as reimbursable expenses. At the end of the project these purchases become the property of the County.

5. Due to the complexity of coordination with the affected homeowners and the number of homes addressed under this project labor hours and/or expenses are not required to be tracked to individual homes, STEP IDs. .

6. The STEP Guidance, Appendix A of the Original Agreement, Section VII paragraph G references that the maximum that can be considered for reimbursement is $10,000 per residential unit. The Department can authorize work to be done in excess of this limit if it is determined that this work will allow for successfully reaching the goal of the STEP Program. Additionally there is no limit to the amount which may be expended on a given home or residential unit for Environmental Phase 1 or Environmental Phase 2. FEMA reimbursement policies are not relevant to the type of work performed or the cost of the work.

7. The STEP Guidance, Appendix A of the Original Agreement, Section VII, paragraph M references various work that is eligible for rapid exterior repairs. The Department can authorize additional work scope, ie the installation of subfloors, if it is determined that this work supports the goals of the STEP Program. The installation of subfloors under this Contract is authorized.

8. Due to the dynamic nature of the work, and unanticipated reporting requirements imposed by outside agencies, the Contractor shall track all costs as either program management or field operations. The contractor shall not exceed the combined total not to exceed amount. The contractor shall present billing statements segregated by either program management or field operations only. Invoices shall be segregated by billing multiplier; either 2.75 for program management or 2.3 for field operations.

9. Amount of Compensation. The Services shall be modified to add the following within the scope of services of the Original Agreement. Exhibit C Payment Schedule the following shall be amended:
   Management and Field Inspection Services associated with the Exterior Remedial Work for Homes impacted by Sanitary Sewage (multiplier on approved wage rate schedule) 2.75 for Management Services and 2.30 for Field Inspection Services and Not to Exceed Cost of Four Hundred Fifty Nine Thousand Nine Hundred Twenty Five Dollars ($459,925).

10. The County reserves the right to assign work on an as needed basis in accordance with the base agreement. The contractor shall provide detailed cost estimates for any additional work. The County shall at its sole direction approve any additional scope if an acceptable cost estimate is received from the Contractor. Any additional scope and or cost will be additive but shall not to exceed current contract value of $25,000,000.

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

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

CDM Smith

By: _____

Name: Keith F. Kelly

Title: Senior Vice President

Date: 8/22/2013

LiRo Engineers, Inc.

By: _____

Name: Lawrence A. Bloss

Title: Senior Vice President

Date: 8/23/13

County of Nassau

By: _____

Name: Richard R. Walker
Chief Deputy County Executive

Title: Deputy County Executive

Date: 9/20/13

PLEASE EXECUTE IN BLUE INK

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

On the 22nd day of August in the year 2013 before me personally came Keith F Kelly to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the SR VP of CDM Smith, Inc. 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

JAYNE CICCONE
Notary Public, State of New York
No. 01CI6206399
Qualified in Nassau County
Commission Expires May 18, 2017

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

On the ____ day of _____ in the year 2011 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

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

On the 20 day of September 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

GEMORETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6230026
Qualified in Nassau County
Commission Expires April 02, 2016

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

On the 23rd day of August in the year 2013 before me personally came Lawrence H. Blond, 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 Nassau; that he or she is the Senior Vice President of LiRo Engineers, Inc., 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.

JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5057913 – Suffolk County
Commission Expires May 6, 2014

NOTARY PUBLIC

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

On the ____ day of _____ in the year 2011 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

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

On the ____ day of _____ in the year 2011 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

AMENDMENT ONE

AMENDMENT, dated as of _____ ___, 2013 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) CDM Smith, a corporation, having its principal office at 60 Crossways Park West, Suite 340, Woodbury, New York 11797; and (iii) LiRo Engineers, Inc., a corporation with offices at 3 Aerial Way, Syosset, New York 11791 (collectively with CDM Smith, the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPW12000004 between the County and the Firm, executed on behalf of the County on date, (the "Original Agreement"), the Firm performed certain services for the County in connection with engineering and construction management services associated with the Sheltering and Temporary Essential Power Pilot Program ("STEP Program"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from December 3, 2012 through March 30, 2013 (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was twenty five million dollars ($25,000,000) (the "Maximum Amount");

WHEREAS, the County and the Contractor desire to extend the original term; and,

WHEREAS, the County and the Contractor desire to modify the terms in Exhibit B – Detailed Scope of Services and Exhibit C - Payment Schedule and

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

1. Term Extension. The effective date of the agreement shall be changed from December 3, 2012 to November 8, 2012. The Term of the Original Agreement shall be extended by 6 (six) months so that the termination of the original agreement, as amended by this amendment (the "Amended Agreement") shall be September 30, 2013.

2. Exhibit B, Detailed Scope of Services. Task A shall be modified to add the following within the scope of the Contract. The Contractor shall provide additional outreach services to include;

a. Update flyer with description of program and updated end date for assessments and distribute on behalf of the County.

b. Reach out and present to churches and other civic groups with information about program.
c. Outreach to FEMA resources for training and update on information.
d. Establish Facebook page and utilize to provide information and feed back.
e. Assist in monitoring existing Nassau OEM twitter account, provide updates and answer feedback.
f. Extraordinary efforts to contact residents of the County that were previously contacted and may be eligible for the program but have not responded to numerous attempts to contact them.

3. Exhibit B, Detailed Scope of Services. Task B shall be modified to add the following within the scope of the Contract. The Contractor shall provide additional support for the 30 day closeout period to include;

a. Mailing of certified letters to residents that previously indicated interest in the Program but then did not respond after numerous attempts to contact them.
b. Management of additional construction scope changes; late addition and approval of the installation of subfloors in affected homes.
c. Work related to the extension of deadlines for the enrollment into the program. The original date of enrollment was December 8, 2012 and was extended twice, December 31, 2012 and January 18, 2013.

4. Exhibit B, Detailed Scope of Services Task C shall be modified to add the following within the scope of the Contract. The Contractor shall provide management and inspection associated with the remedial work to be done on the exterior of the properties affected by the discharge of sanitary waste.

5. Exhibit B, Detailed Scope of Services Task B and C shall be modified to add the following within the scope of the Contract. The Contractor shall provide additional support necessary to respond to scope related changes and additional requests from FEMA in order to close out all homeowners work orders.

Exhibit C Payment Schedule The following sentence "Not to Exceed Cost of Two Hundred Fifty Thousand Dollars ($250,000) for each five hundred (500) assessments completed" shall be followed by; The Not To Exceed Cost shall be determined as follows:

Number of Assessments	Fee
0-500	$250,000
501-1000	$500,000
1001-1500	$750,000
1501-2000	$1,000,000
2001-2500	$1,250,000
2501-3000	$1,500,000
3001-3500	$1,750,000
3501-4000	$2,000,000

6. Exhibit C Payment Schedule The following shall be added;

Outreach Services
(multiplier on approved wage rate schedule) 2.75 and
Not to Exceed Cost of Sixty Nine Thousand One Hundred Twenty Dollars ($69,120).

30 Day Closeout Period
(multiplier on approved wage rate schedule) 2.75 and
Not to Exceed Cost of One Hundred Fifty Two Thousand Seven Hundred Twenty One Dollars ($152,721).
Management and Inspection Services associated with the Exterior Remedial Work for Homes impacted by Sanitary Sewage
(multiplier on approved wage rate schedule) 2.30 and
Not to Exceed Cost of One Hundred Seventeen Thousand Nine Hundred Twenty Five Dollars ($117,925).
Additional FEMA Support Services
(multiplier on approved wage rate schedule) 2.75 and
Not to Exceed Cost of Ninty Four Thousand Two Hundred Eighty Dollars ($94,280).

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

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

CDM Smith

By: _____

Name: Keith F. Kelly

Title: Senior Vice President

Date: March 27, 2013

LiRo

By: _____

Name: LAWRENCE A. BLOND

Title: SR. VICE PRESIDENT

Date: 3/28/13

County of Nassau

By: _____

Name: Richard R. Walker

Title: Deputy County Executive

Date: 5/13/13

PLEASE EXECUTE IN BLUE INK

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

On the 27th day of March 2013 in the year ~~2011~~ before me personally came Keith F. Kelly 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 Senior Vice President of CDM Smith, 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

Deborah Wallace
Notary Public-State of New York
Reg No. 01WA6274188
Qualified in Queens County
Commission Expires 12/31/2016

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

On the 28 day of March in the year 2013 before me personally came Lawrence M. Blond 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.

Camille Mattina

NOTARY PUBLIC

CAMILLE MATTINA
Notary Public, State of New York
No. 01MA6093049
Qualified in Nassau County
Commission Expires May 27, 2015

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

On the 13 day of May 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.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6258026
Qualified in Nassau County
Commission Expires April 02, 2016

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of December, 3, 2012 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting by and through the Nassau County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 ("DPW"), (ii) CDM Smith Inc., a corporation, having its principal office at 60 Crossways Park West, Suite 340, Woodbury, New York 11797; and (iii) LiRo Engineers, Inc., a corporation with offices at 3 Aerial Way, Syosset, New York 11791 (collectively with CDM Smith, the "Contractor").

WITNESSETH:

WHEREAS, pursuant to section 24 of the New York State Executive Law, a local state of emergency was declared on October 27, 2012, for the whole of the County of Nassau due to Hurricane/Superstorm Sandy ("Natural Disaster") and remains in full force and effect; and

WHEREAS, as a result of this Natural Disaster, many residents of the County of Nassau have been displaced from their homes and their places of residence have become uninhabitable and unsafe as a result of a loss of power, electric, heat and water; and

WHEREAS, as a result public health, safety and welfare remain threatened and recovery efforts from the Natural Disaster remain hampered; and

WHEREAS, Nassau County desires to enable residents to return to or remain in their homes as a form of shelter; and

WHEREAS, said displaced residents of the County of Nassau require emergency protective measures and temporary repairs to enable them to shelter in their own homes; and

WHEREAS, Nassau County desires to implement effective temporary measures for the return of its residents to their homes; and

WHEREAS, such actions are necessary in furtherance of the recovery efforts from the Natural Disaster; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") established the "Sheltering and Temporary Essential Power Pilot Program" ("STEP Program") to, among other things, enable local governments to help members of their communities to shelter in their own homes, and the County of Nassau desires to avail itself and its residents of the aid and benefits of the STEP program, which program is more particularly described in the FEMA Recovery Program Guidance attached hereto and thereby made part hereof as Appendix A; and

WHEREAS, Contractor has the required ability, skill and resources to manage and supervise the necessary sequence of events and provide and oversee the necessary trade expertise to perform temporary repairs and implement the STEP program to enable County residents to return to their homes; and

WHEREAS, the County and Contractor mutually recognize the importance of safeguarding the health and well-being of Nassau County residents as they return to their homes during times of natural disasters (including but not limited to hurricanes) or other emergencies; and

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

1. Term. This Agreement shall commence on the date of full execution of the Agreement by all parties hereto and expire on March 30, 2013, unless sooner terminated in accordance with the provisions of this Agreement; provided that the Department may renew this Agreement for an additional period of three months.

2. Services. Contractor shall: (a) **provide a sufficient number of licensed electricians, carpenters and plumbers and necessary supplies, materials and equipment to: (i). inspect homes designated by the County or DPW, subject to execution by each home owner of the FEMA Right of Entry Permit, attached hereto and made part hereof as Exhibit E ("ROE"), to determine whether the conditions at such locations require work to provide temporary: exterior repairs, and/or electricity, and/or heating and/or hot water sufficient to allow residents to reside therein; and (ii) to perform all work eligible for repair within the parameters of the STEP program, as described in Exhibit B, any mutually agreed upon changes necessary to provide temporary repairs, restoration of electricity, and/or heating and/or water at such locations to allow residents to shelter therein;**

(b) Execute contracts with contractors selected by the County and other entities as necessary and approved by the County to perform the assessments and temporary work contemplated herein, the cost of which shall be reimbursed by the County.

(c) Provide all necessary administrative support and services to ensure proper management and implementation of the STEP program.

(d) Provide general inspection services in connection with the removal and clearing of Natural Disaster -generated sewage debris from residential homes in Nassau County

3. Scope of Work. The scope of work necessary to accomplish each step of the Services set forth in 2. above shall be performed consistent with the attached Scope of Work, annexed hereto as Exhibit B.

4. Payment. (a) Amount of Consideration. The cost for the services described in 2. above shall be in accordance with the attached fee per service schedule, annexed hereto as Exhibit C. Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not exceed Twenty-five Million ($25,000,000) dollars.

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

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services or when such claim became known, which ever is longer, that are the subject of the claim and no more frequently than once a month. The County will make its best efforts to make payments within thirty (30) days of submittal of an approvable voucher.

(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 Contractors 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 Contractors received notice that the County did not desire to receive such services.

(f) Reimbursement to County. Contractor shall provide administrative staff and record keeping resources to assist the County/OEM in obtaining reimbursement from non-County sources, including but not limited to reimbursement from FEMA, for the emergency services described herein.

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

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

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

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

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

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

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement 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.8. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractors 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 good and workman like manner consistent with the prevailing standards of the industry in which the Contractor's 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's Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation. (a) The 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"), to the extent arising out of or in connection with negligent acts, or omissions, or willful misconduct of the Contractor, 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) Notwithstanding any other provisions of this Agreement, County recognizes that contractor has and will be performing work involving hazardous wastes and materials and direct work for residential homeowners which work involves legal exposure and higher risks than are involved in the Contractor's normal services and work. County and Contractor therefore agree that to the fullest extent permitted by law, County shall indemnify, defend and hold harmless the Contractor and its members, shareholders , partners, agents, officers, directors, employees, affiliates and subsidiaries (the "Contractor Parties") from and against all claims (including third party claims for personal injury or real or personal property damage), damages, losses and expense, whether direct, indirect, or consequential, arising out of or resulting from (i) the service or work of the Contractor Parties or Contractor Agents (or the associated residential environmental assessments and debris removal activity) or (ii) the acts, omissions or work of the others which arise out of, are

related to, or are based upon, the services or the actual or threaten presence, or suspected presence dispersal, discharge, escape, release or saturation of hazardous or toxic substances, fumes or gases in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects (d) dwellings or (e) any tangible or intangible matter, whether sudden or not and whether existing prior to the date of this Agreement. The indemnification of this paragraph 9 (b) shall not apply to claims, damages, losses or expenses which result from the negligence or intentionally wrongful acts of the Contractor in providing services pursuant to this Agreement , or the willful or reckless disregard by the Contractor of its obligations under this Agreement.

(c) Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractors' 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 Contractors' indemnification obligations, Contractor's shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

10. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement,: (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) 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, if Contractor is self-employed and is not required to carry Workers' Compensation Insurance, Contractor shall submit a letter indicating same, and (iii) 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. Contractors' shall require any subcontractor hired in connection with this Agreement to carry insurance with no less than 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.

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

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the 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 and failure to cure such breach within 10 days following receipt of notice thereunder from the County; (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 Contractors. 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) Contractors 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.

13. 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.

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

(a) Notice. At least thirty (30) days prior to seeking relief the 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.

15. Work Performance Liability. Contractors are and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractors are 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.

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

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

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

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

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

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

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

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) 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. 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.

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

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

LiRo Engineers Inc.
FIRM

By: _____

Name: John P. Leksutis

Title: President

Date: 3 December 2012

CDM Smith Inc.
FIRM

By: _____

Name: Kenneth F. Kruk

Title: Senior Vice President

Date: 12/3/12

County of Nassau

By: _____

Name: Richard R. Walker

Title: Chief Deputy County Executive

Date: 12/3/12

PLEASE EXECUTE IN BLUE INK

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

On the 3 day of December in the year 2012 before me personally came John P. Tekstrahs 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 President of L.I.R.O. Engineers, Inc., 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

B JILL MURTHA
Notary Public - State of New York
NO. 01MU6179297
Qualified in Nassau County
My Commission Expires 12/2/15

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

On the ____ day of _____ in the year 2012 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 a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

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

On the 3 day of December in the year 2012 before me personally came Keith F. Kelly 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 Senior Vice President of Adam Smith Inc., 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

B JILL MURTHA
Notary Public - State of New York
NO. 01MU6179297
Qualified in Nassau County
My Commission Expires 12/29/15

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

On the ____ day of _____ in the year 2012 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 a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

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

On the 3 day of December in the year 2012 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 the Chief Deputy County Exec of Nassau County, 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

JILL MURTHA
Notary Public - State of New York
NO. 01MU6179297
Qualified in Nassau County
My Commission Expires 12/11/15

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

On the ____ day of _____ in the year 2012 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 a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Exhibit A
Emergency Declaration

EDWARD P. MANGANO
County Executive

COUNTY OF NASSAU
OFFICE OF THE NASSAU COUNTY EXECUTIVE
1550 Franklin Avenue
Mineola, New York 11501

November 27, 2012

Michael F. Byrne
Federal Coordinating Officer
Federal Emergency Management Agency
118-35 Queens Boulevard
Queens, New York 11375

Subject: FEMA-4085-DR-NY Request for Implementation of the FEMA Sheltering and Temporary Essential Power (STEP) Pilot Program in Nassau County

Dear Mr. Byrne:

I am providing this writing in support of, and to memorialize, Nassau County's request that the Federal Emergency Management Agency (FEMA) implement the Sheltering and Temporary Essential Power (STEP) Pilot Program for residential properties that was issued on November 16, 2012 and authorized under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Section 403, 42 U.S.C. 5170b (a)(3)(B) and (I), and 5170b(a)(4).

Nearly three weeks after the landfall of Hurricane Sandy, Nassau County continues to have at least 2,000 households without power, heat, and/or hot water. Quite a few homeowners (constituting at least half of those currently without power, heat, and/or hot water) refuse to leave their homes, notwithstanding the lack of essential power and heat and, thus, are residing under hazardous conditions, and conditions that pose a threat to their health and safety given that winter is upon us. Additionally, many homeowners have been displaced and are living in other quarters, such as shelters and trailers, in locations that make it more difficult for them to commute to work and to transport their children to their schools. A good number of those homeowners have residences that would be appropriate for sheltering but for the lack of essential power and heat.

Without immediate government intervention and assistance, many of these households may be further exposed to the ravages of nature and without power, heat and/or hot water for months, including over the winter, creating an immediate and undue threat to public health and safety. Accordingly, the County requests the urgent emergency protective measures available through STEP to save lives and protect property.

Documentation of Public Health and Safety Threat:

As required by 44 C.F.R. 206.225, the County has determined that it is in the public interest to provide temporary power, heat and/or hot water to occupants of residential properties in order to protect the public health and safety of its citizens. Please see the attached Executive Orders that declared a State of Emergency in Nassau County on October 27, 2012, (Executive Order Number 2 of 2012) and extended that State of Emergency for an additional 30 days (Executive Order Number 19 of 2012), and the attached letter from Doctor Lawrence Eisenstein, the Commissioner of the Nassau County Department of Health.

Legal Responsibility:

In accordance with 44 C.F.R. 206.223 (a)(3), we understand that the County must have the legal responsibility to perform the emergency work at issue – in this case, providing temporary power, heat and/or hot water to all residential structures within the scope of STEP. The County has the legal responsibility pursuant to section 25 of the New York State Executive Law to use any and all of its facilities, equipment, supplies, personnel and other resources in such manner as may be necessary or appropriate to cope with a disaster or any emergency resulting therefrom, as well as the general responsibility under sections 308 and 347 of the New York State Public Health Law and section 901 of the Nassau County Charter to protect public health and safety throughout Nassau County.

Implementation Plan:

It is the intent of the County to implement STEP as follows:

1. Intake: Residents interested in participating in STEP will be able to call the County's Office of Constituent Affairs for information and intake services.
2. Assessment: Contract for assessments of residences to determine what if any STEP measures are necessary and that they are eligible for.
3. Emergency Protective Measures Work: Contract for eligible STEP work as determined by the assessments.

The County will seek reimbursement through the FEMA Public Assistance program for eligible STEP work conducted or contracted by the County. The County acknowledges that eligible costs must be reasonable and are limited to $10,000 per residential unit to include equipment materials, labor and any associated inspection fees that are necessary to accomplish that is eligible under STEP unless an exception is made after written determinations by the Governor's Authorized Representative (GAR) and Federal Coordinating Officer (FCO).

Additional Conditions for STEP Implementation:

1. The County will determine the elements of the STEP Pilot Program (Residential Electrical Meter Repairs; Shelter Essential Measures; and Rapid Temporary Exterior Repairs) it intends to use by designated county locations.
2. The County will identify the residences potentially appropriate for STEP pursuant to the November 16, 2012 FEMA STEP Guidance.

3. The County will abide by the time limits provided for in the aforesaid FEMA STEP Guidance.

4. The County will utilized a GFEMA approved Right of Entry (ROE) agreement and will obtain a signed ROE agreement from each residential property owner for the type of work to be performed under the STEP Pilot Program.

5. The County will accelerate and facilitate the issuance of all electrical or other permits required to complete the eligible work and will arrange, accelerate and facilitate any and all inspections required by the State or municipal law.

6. The County will comply with the Federal procurement standards in 44 CFR 13.36 for contracted work under STEP.

7. The County will rely on assistance from FEMA through its Community Relations staff to provide additional outreach to county residents.

8. The County will provide FEMA and the State on a periodic basis, as determined by FEMA and the State, with a list of residences that receive assistance under STEP to include: owner/occupant's name, address, and FEMA registration number if applicable.

By affixing my signature hereto, I represent that I am duly authorized to make this request on behalf of the County.

Edward P. Mangano
Nassau County Executive

Cc: Governor's Authorized Representative

EXECUTIVE ORDER

NUMBER 2 - 2012

EDWARD P. MANGANO, County Executive of the County of Nassau, pursuant to the powers vested in me by the Nassau County Charter and the laws of the State of New York, including Section 24 of the New York State Executive Law, and the Nassau County Charter, to preserve the public safety and hereby render all required and available assistance vital to the security, well-being, and health of the citizens of this County, hereby exercise that authority and declare as follows:

WHEREAS, Hurricane Sandy is forecast to impact Long Island, including Nassau County; and

WHEREAS, this situation threatens the public safety; and

IT IS HEREBY ORDERED that a State of Emergency is declared and exists in Nassau County effective at 5:00 p.m. on October 27, 2012.

IT IS FURTHER ORDERED, that this State of Emergency will remain in effect until rescinded by a subsequent order.

IT IS FURTHER ORDERED, that all departments and agencies of the County of Nassau are hereby directed to take whatever steps necessary to protect life and property, public infrastructure, and provide such emergency assistance deemed necessary.

Dated: Oct. 27, 2012

EDWARD P. MANGANO
COUNTY EXECUTIVE

RECEIVED
NOV 06 2012
NASSAU COUNTY
COUNTY CLERK'S OFFICE

EXECUTIVE ORDER NO. 5 - 2012

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY

WHEREAS, pursuant to section 218-a of the New York State County Law, the County Executive is responsible for designating the agency of county government responsible for administering the delinquent interest charges for school and general taxes for tax year 2011/12 incurred on or after November 1, 2012; and

WHEREAS, responsibility for managing the county's delinquent interest charges for late taxes is presently vested in the Nassau County Treasurer's Office; and

WHEREAS, due to the extraordinary weather conditions and the declaration of emergency by the Governor of the State of New York;

WHEREAS, I have previously declared a state of emergency in the County of Nassau, it is

ORDERED, if not so already designated, the Treasurer's Office is hereby designated, the agency within Nassau County government responsible for administering the penalties of late taxes, and

ORDERED that the current deadline of October 31, 2012 as the date for administrating late taxes is extended to November 5, 2012; and be it further

ORDERED, that this Executive Order shall take effect immediately.

EDWARD P. MANGANO
COUNTY EXECUTIVE

Dated: October 29, 2012

RECEIVED
NOV 05 2012
NASSAU COUNTY
COUNTY CLERK'S OFFICE

EXECUTIVE ORDER

NUMBER 6 - 2012

EDWARD P. MANGANO, the County Executive of the County of Nassau, pursuant to the powers vested in me by the Laws of the State of New York, including Section 24 of the New York State Executive Law, the County Government Law of Nassau County (the "County Charter") and the Administrative Code of the County of Nassau, to preserve the public safety and hereby render all required and available assistance vital to the security, well-being and health of all citizens of this County, hereby exercises that authority and declares as follows

WHEREAS, pursuant to Executive Order 2-2012, duly and lawfully issued and promulgated on October 27, 2012, the County Executive declared an existing State of Emergency for Nassau County; and

WHEREAS, such State of Emergency continues and still exists and due to this State of Emergency, the Bay Park Sewage Treatment Plant is not operational; now, therefore, it is hereby

ORDERED, that a Conserve Water Order is declared for that portion of the County serviced by the Bay Park Sewage Collection District; and it is further

ORDERED, that all residents of Nassau County within the Bay Park Sewage Collection District are hereby directed avoid contact with sewage; to wear gloves and use soap and water for any required clean-up; to disinfect with a 10% household bleach solution any area that has come into contact with sewage; to discard any items that cannot be adequately cleaned; to limit water usage immediately and not water their lawns; to limit laundry and washer/dryer usage to full loads; to shorten shower and bathing time; to limit flushing toilets and to exercise caution so as to avoid contact with sewage; and it is further

ORDERED, that this Conserve Water Order will remain in effect until rescinded by Order of the Commissioner of Health.

DATED: OCTOBER 30, 2012

EDWARD P. MANGANO

COUNTY EXECUTIVE

RECEIVED

NOV 05 2012

NASSAU COUNTY
COUNTY CLERK'S OFFICE

NASSAU COUNTY EXECUTIVE

EXECUTIVE ORDER 7 OF 2012

WHEREAS, Hurricane Sandy has disabled critical infrastructure and disrupted government services in Nassau County, and the storm has caused the failure of certain machinery and equipment necessary to the operation and functionality of the Bay Park Sewage Treatment Plant System, and

WHEREAS, the Bay Park Sewage Treatment Plant System provides essential sanitary services for more than one half million Nassau County residents, and infiltration of 9.5 feet of sea water has caused the failure of the machinery and equipment at the Bay Park Sewage Treatment Plant System resulting in the backup of sewage into certain homes of Nassau County residents, and other critical structures in the Bay Park Sewage District, such as schools and hospitals, and

WHEREAS, the Laws of the State of New York and the Charter of the County of Nassau empower the County Executive to act to protect the public health, and

WHEREAS, the County Executive, the Governor and the President have declared a State of Emergency exists in Nassau County in response to Hurricane Sandy's impact upon the East Coast of the United States, and said State of Emergency still exists, and

WHEREAS, raw sewage in the basements of residential structures and other structures in the County of Nassau poses a threat to the health of County's residents, and

WHEREAS, the Nassau County Department of Health has consulted with the national Centers for Disease Control and Prevention, the United States Environmental Protection Agency, the New York State Department of Environmental Conservation, and other public health experts, and

WHEREAS, the Nassau County Health Commissioner has issued a protocol consistent with CDC guidelines for the cleanup of property affected by sewage backup, and for the disposal of waste from this cleanup and for discarded items which cannot be cleaned,

IT IS HEREBY ORDERED that County Residents clearing sewage from their basements or other flooded structures shall do so in compliance with the protocol issued by the Nassau County Department of Health, and it is further

ORDERED that all Departments of Sanitation, private sanitation companies, and Sanitary Districts within the County of Nassau shall accept and dispose of all such waste and items disposed of in compliance with the protocol issued by the Nassau County Department of Health, and it is further

ORDERED, that the Nassau County Department of Health may promulgate rules necessary for the implementation of this Executive Order, and shall be responsible for enforcing the directives of this Order, and may impose such penalties as may be appropriate, to the fullest extent as allowed by law.

DATED: NOVEMBER 1, 2012
BETHPAGE, NEW YORK

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

EXECUTIVE ORDER

NUMBER 19 of 2012

EDWARD P. MANGANO, County Executive of the County of Nassau, pursuant to the powers vested in me by the Nassau County Charter and the laws of the State of New York, including Section 24 of the New York State Executive Law, to preserve the public safety and hereby render all required and available assistance vital to the security, well-being, and health of the citizens of this County, hereby exercise that authority and declare as follows:

WHEREAS, due to the impending threat to public safety by Hurricane/Superstorm Sandy, I declared a State of Emergency for the whole of Nassau County effective 5:00 p.m. on October 27, 2012;

WHEREAS, Hurricane/Superstorm Sandy greatly impacted Nassau County, creating devastation and dangerous conditions throughout; and

WHEREAS, public safety continues to be imperiled thereby; it is hereby

ORDERED, that the State of Emergency remains in effect and is hereby extended for an additional thirty day period; and it is further

ORDERED, that all departments and agencies of the County of Nassau are directed to continue to take whatever steps necessary to protect life and property, public infrastructure, and provide such emergency assistance deemed necessary.

Dated: November 26, 2012

EDWARD P. MANGANO
COUNTY EXECUTIVE

EDWARD P. MANGANO
COUNTY EXECUTIVE

LAWRENCE B. EISENSTEIN, M.D., F.A.C.P.
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF HEALTH
196 CHARLES LINDBERGH BLVD.
UNIONDALE, NEW YORK 11556
VOICE: 516 227-9600
FAX: 516 227-9696

November 27, 2012

Michael F. Byrne
Federal Coordinating Officer
Federal Emergency Management Agency
118-35 Queens Boulevard
Queens, New York 11375

Subject: FEMA-4085-DR-NY Request for Implementation of the FEMA Sheltering and Temporary Essential Power (STEP) Pilot Program in Nassau County

Dear Mr. Byrne:

As you know, various communities within Nassau County were devastated, and its residents suffered terrible losses, when Hurricane Sandy struck our shores. To date, a large number of homes remain without essential power, heat and hot water.

Notwithstanding the uninhabitable condition of those homes, a number of homeowners and occupants of the premises have chosen to remain in them. This poses a tremendous threat to their health and safety, particularly with the winter season upon us, exposing them potentially to hypothermia, pneumonia and similar diseases. Additionally, many of the homes have certain exterior damage leaving them vulnerable to the ravages of nature. That further places residents in danger and leaves them at even greater risk to their lives and health.

With the assistance of FEMA through the STEP Pilot Program, I believe that the County will be able to make these homes more appropriate for the sheltering of their residents while they make arrangements for whatever permanent work their homes may need.

There are many other homes from which the homeowners/occupants have been displaced that will be appropriate for sheltering if provided assistance through STEP. Some number of those homeowners and occupants may well be living in their cars or on the streets or camp grounds, locations that pose a tremendous health risk to them due to the elements, and particularly as the outside temperature continues to drop. If temporary repairs are made to their homes such that they are provided with power, heat and hot water, they will likely return to their homes.

Finally, we don't know how many of these displaced residents, and those remaining in uninhabitable locations, are particularly vulnerable, due to age and/or pre-existing medical conditions. This population is at even greater risk, and their needs must be addressed as quickly as possible.

The County requires the assistance of FEMA, through its STEP Pilot Program, to expeditiously address what I deem to be an undue threat to public health and safety.

Sincerely yours,

Lawrence Eisenstein

Lawrence Eisenstein, M.D.
Commissioner of the
Department of Health

Exhibit B
DETAILED SCOPE OF SERVICES

The services to be provided by the Firm under this Agreement shall consist of the management, contracting and verification of contractor/consultant work related to the County's Sheltering & Temporary Essential Power Program and Environmental Emergency associated with Sewer Overflows.

Task A Management and Administration of the County's Sheltering & Temporary Essential Power (STEP) Program

FEMA has developed a two-step approach to helping individuals make necessary repairs to their homes. They will use the newly developed STEP program in conjunction with the existing Individuals and Households Program in order to keep individuals in their homes, therefore avoiding the need to find long term sheltering or housing solutions.

The Firm will assist the County in administering the program including compiling lists of eligible contractors, collecting and developing a database of homes to receive assistance, dispatching teams of contractors to perform assessments, documenting all work performed, developing databases of the completed work and assisting with reporting to FEMA. In addition the Firm will be responsible to subcontract with the various labor contractors (STEP Contractors) in accordance with their approved scopes of work and estimates, direct all contractor work orders related to the STEP program, provide an initial scope confirmation and final verification of temporary repair work performed (according to assessment requirements and functionality) periodic oversight, accept contractor invoices, submit invoices for reimbursement and compensate the contractors based on their approved invoices.

The work is of a temporary nature and not meant to satisfy building codes which apply to permanent structures. The local building jurisdictions have represented that they will visit every home to identify the work that has been done for this STEP Program, and to make a record of same.

The STEP Contractors will utilize unit price items for their work and other means as approved by the County to account for unknown conditions, see Exhibit D. In addition to the unit price STEP Contract Costs outlined in Exhibit D, the STEP Contractors shall be compensated between $300 and $500 per assessment or a negotiated hourly rate to be agreed upon with the County, FEMA and the Contractor.

The STEP Contractors cannot complete this work at the same residence at which they performed an initial assessment of required work.

Further guidance is included in the FEMA Recovery Program Guidance; see Appendix A of the Request for Proposal.

Task B Management and Administration of the Environmental Emergency associated with Sewer Overflows

As a result of Hurricane Sandy, the Bay Park Sewage Treatment Plant and various pump stations throughout the County lost power and various electrical components. The result was that sanitary waste both backed up and overflowed into homes. The Department has initiated an assessment and stabilization process to begin to address the Environmental Emergency that was issued by the County Executive in those affected homes. The Department has retained both an environmental assessment firm and a remediation contractor. The firm is expected to coordinate the services of both of these contractors and provide assessment and verification of completed work for payment purposes. Additionally, the firm will work directly with the homeowners in all coordination and scheduling of the work. The Firm will also be required to review and submit final invoices to the County for payment for both the environmental assessment firm and remediation contractor. All must be conducted and executed in a manner acceptable for FEMA reimbursement.

The Firm is not providing any environmental engineering, environmental consulting or other professional services in connection with either Task A or B herein.

Exhibit C
PAYMENT SCHEDULE

Payment to the Firm for all services as outlined in Exhibit "B", including any extra services that may be authorized under this Agreement, shall be made in accordance with Section 3 of this Agreement and further described below:

Administration and Management of Assessments
(multiplier on approved wage rate schedule) 2.75 and

Not to Exceed Cost of Two Hundred Fifty Thousand Dollars ($250,000) for each five hundred (500) assessments completed.

Contractor costs incurred by the Firm in connection with the performance of the services as set forth in the bids received and approved by the County and other related contractor or third party costs as approved by the County including costs previously incurred for assessment services to be paid by the Firm

Contractor overhead ten (10%) percent of the actual STEP Contractors costs including assessment costs.

Field Inspection Services of Remedial Repairs
(multiplier on approved wage rate schedule) 2.30 and

Not to Exceed Average Cost of Eight Hundred Twenty Eight dollars ($828) for each home receiving remedial repairs completed.

Other
Rates and fees payable to the Firm are based on the assumption that all work will be completed within 90 days from the date the initial cost proposal was submitted for the services.

In the event the Firm obtains project specific insurance for the services contemplated herein, the cost of such insurance shall be invoiced at cost and reimbursed by the County.

1. Payment for services under this agreement shall be made based on the actual salaries paid to the approved technical personnel engaged in performing the services, as set forth in the County's Maximum hourly rate schedule in effect for the period in which the work was done, exclusive of payroll taxes, insurance and any and all fringe benefits, times a maximum multiplier of 2.75 for office engineering services and assessments and 2.30 for field inspection services.

2. (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/Consultant's approved Personnel List, which is currently active and in use in connection with the Firm/Consultant's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm/Consultant will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the

prior written approval of the Commissioner is required. It is the County's intention hereby that the salary to be reimbursed to the Firm/Consultant for a named employee shall be the same for said employee on all current County agreements with the Firm/Consultant.

(b) At no time shall the salary times multiple exceed one hundred and seventy five dollars ($175.00) per hour for any employee or principal while engaged in a technical service.

(c) The Firm/Consultant 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/Consultant to the Commissioner at least one month prior to the effective date of the increase or change of classification. The prior, written approval of the Commissioner is required. If the Firm/Consultant hires new employees whom they wish to assign to work on this project, the firm must submit such employees' names, their titles and proposed salaries, and receive prior written approval from the Commissioner.

3. Claims for services performed shall be submitted monthly accompanied by a certified statement setting forth the names of the persons performing the work, and for payments made under a multiplier task order, 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 Contractor shall be available for inspection and audit as required.

4. 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".

5. Partial Payments – The Firm's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the actual hours worked and approved hourly rates, as approved by the Commissioner or for lump sum tasks based on the completed tasks.

6. Overtime – Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime, which approval shall not be unreasonably delayed or withheld given the nature of the services. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

7. Extra Services or Additional Costs – If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

8. Subconsultants – Subconsultants engaged by the Firm, with the prior written consent of the County Executive, shall be compensated on the same basis as provided in paragraphs provided herein for employees of the Firm, unless the Firm has been approved to utilize a subconsultant that has a firm multiplier that is lower than the multiplier for the Firm. The Firm shall be reimbursed the actual cost of the fees of the subconsultant.

9. Reimbursable Expenses – The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided they have been approved in advance by the Commissioner of the Department, in his/her sole discretion, and subject to compliance with the County's bill paying procedures:

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

b. Testing Laboratory Services.

c. Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm

and their sub-consultants.

d. Final models, photographs and renderings as requested by the County.

e. Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of 10 (ten) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.

f. Photographic equipment, computers, I-Pads (or comparable devices) scanners and printers as deemed necessary by the Firm to document existing and completed work.

f. Other comparable expenses as approved by the County

Exhibit D

STEP Contractor Costs

Bid Tabulation - DRAFT
Nassau County STEP Program

28-Nov-12

Item	Maximum Allowed							
Electrical								
1 Furnish and install 100 amp service panel, weather head, and service cable	$1,600	$1,450	$1,600	$1,600	$1,800	$1,500	$1,520	$1,575
2 Furnish and install 150 amp service panel, weather head, and service cable	$1,900	$1,900	$1,900	$1,900	$1,900	$2,500	$1,810	$1,850
3 Furnish and install 200 amp service panel, weather head, and service cable	$2,800	$3,100	$2,900	$3,300	$2,500	$3,300	$3,245	$2,275
4 Furnish and install weather head	-	$400	$200	$185	$230	$156	$75	$425
5 Furnish and install service cable from weather head to meter	-	$850	$820	$750	$875	$256	$375	$825
6 Furnish and install meter socket and box	-	$900	$881	$800	$750	$400	$400	$550
7 Furnish and install 100 amp panel	-	$700	$700	$535	$843	$700	$678	$850
8 Furnish and install 150 amp panel	-	$850	$850	$750	$870	$854	$962	$1,200
9 Furnish and install 200 amp panel	-	$1,000	$1,000	$850	$795	$950	$1,395	$1,400
10 Furnish and install four (4) services breakers and devices to for (4) rooms, maximum 15 amp	$1,500	$1,200	$1,500	$1,500	$1,500	$1,100	$1,260	$1,475
11 Furnish and install up four (4) 6 foot sections of electric baseboard heat with 20 amp breakers	$2,800	$2,650	$2,800	$1,800	$1,900	$1,750	$1,795	$2,750
12 Furnish and install up four (4) 6 foot sections of electric baseboard heater	-		$500	$250	$410	$400	$390	$650
13 Furnish and install one greater than 48 inch to 96 inch baseboard heater	-		$600	$550	$450	$426	$450	$650
— 20 Gal. Hot Water Heater Electrical Connection (NOT ON BID FORM)	-			$1,800		$975	$300	$625
— 30 Gal. Hot Water Heater Electrical Connection (NOT ON BID FORM)	-			$1,750		$975	$300	$750
Plumbing								
14 Furnish and install 20 gallon hot water heater, including all piping and electrical connections	$1,000		$1,000		$1,000			$1,000 $1,000 $1,000 $895 $1,000 $895 $1,000 $895
15 Furnish and install 30 gallon hotwater heater, including all pipingand electrical connections	-		$1,500		$1,200			$1,000 $1,000 $1,000 $895 $1,000 $895 $1,000 $895
Carpentry								
16 Furnish and install 1 sheet of 4-ft x 8-ft x 3/8-in plywood	$22		$22					
17 Furnish and install 2 sheets of 4-ft x 8-ft x 3/8-in plywood	$44		$44					
18 Furnish and install 1 sheet of 4-ft x 8-ft x 1/2-in wallboard	$20		$20					
19 Furnish and install 2 sheets of 4-ft x 8-ft x 1/2-in wallboard	$40		$40					

Exhibit E

Right of Entry Form

Please use ballpoint or roller ball pens and print clearly

For FEMA/State/local/Tribal Use Only:
ROE No.: _____ Age of Structure: _____
GPS Location: Long: _____ Lat: _____
Remarks: _____

RIGHT-OF-ENTRY PERMIT

If eligible, I would like to participate in the following programs:	☐ Sheltering & Temporary Essential Power assistance (STEP)

Owner Name		
Insurance Company; Policy No. & Claim No.		
Owner's FEMA Individual Assistance Registration Number		
Street Address		
City/Town/Borough		
County/Parish		
Phone	Primary	Alternate

The undersigned, ("Owner"), hereby unconditionally authorizes the City/Borough/County in which the above property is located (City/Borough/County), the State in which the above property is located (State), tribal governments, the United States of America including the Federal Emergency Management Agency (FEMA) and the Corps of Engineers (collectively referred to as the "Government"), and participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors (collectively, with the Government, the "Assistance Providers") to have the right of access and to enter in and onto the property described above for the purpose of performing inspections and/or emergency protective measures resulting from Hurricane Sandy at no expense to Owner.

It is fully understood that this Right of Entry Permit (ROE) does not create any obligation on the part of the Assistance Providers to perform inspections or undertake emergency protective measures to the Property. Owner understands that no emergency protective measures will be performed until this ROE is completed in full.

1. **Time Period:** The ROE shall expire 90 days after this form is signed, unless sooner cancelled according to the terms herein.

2. **Inspection/Emergency Protective Measures Authorized:** The ROE authorizes inspection, and emergency protective measures to the Property. Owner understands that the Government, its employees, agents, contractors and/or representatives shall, in their sole discretion, determine the extent of the required emergency protective measures. If Owner disagrees with the nature or extent of proposed actions, Owner may refuse any additional work and cancel this ROE at any time.

3. **Disclosures:** By signing this ROE, Owner acknowledges the receipt of FEMA Public Assistance Fact Sheet _____ describing the eligible assistance that may be available, including terms and conditions thereof.

4. **Private Insurance Coverage:**

a. Most homeowner insurance policies include coverage to repair damage in the event of a covered hazard. Owner agrees to provide notice to and file a claim with its insurer as soon as possible, and provide FEMA and the State with a copy of the policy and settlement or agreement, if applicable. Further the Owner agrees to cooperate with the Government throughout the insurance claims process. FEMA may be contacted at 1-800-621-3361.

b. I/We, the undersigned, authorize the above listed insurance company to release information relating to coverage and payments for repair to the Government.

c. Owner understands that, pursuant to Federal law, if Owner receives Federal financial assistance to cover the costs of inspection or emergency protective measures, Owner will be required to reimburse such Federal financial assistance to the extent those costs are covered by Owner's insurance policy or some other source. (42 U.S.C. § 5155)

5. **Local, State, Federal, and Tribal Governments and VOADS Held Harmless:** The Owner acknowledges that the Government's decisions on whether, when, where, and how to provide disaster relief to Owner's property are discretionary functions. Owner recognizes that 42 USC § 5148 states: "The Federal Government shall not be liable for any claim based upon the exercise or performance of or the failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee of the Federal Government in carrying out the provisions of this chapter." Additionally, the undersigned will indemnify and hold harmless the Assistance Providers for any and all liability, loss, damage, or destruction of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses, as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any action of aforesaid Assistance Providers taken to accomplish the aforementioned purpose.

6. Miscellaneous:

a. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this ROE. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this ROE on behalf of Owner are the duly designated agents of Owner and are authorized to do so. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner.

b. This ROE includes the right of ingress and egress on other lands of the Owner not described above, provided such ingress and egress is necessary and not otherwise conveniently available to the Assistance Providers. All tools, equipment, and other property taken upon or placed upon the property by the Assistance Providers shall remain the property of the Assistance Providers and may be removed by the Assistance Providers at any time within a reasonable period after the expiration of this ROE, if necessary.

c. Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a fine as provided under 18 U.S.C. § 1001 or imprisoned for not more than five years or both.

Privacy Act Statement:

a. Legal Authority: 10 U.S.C. § 3013; The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. §§ 5121-5207; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27).

b. Information Sharing: Information is collected to make it possible for the Government, its employees, agents, contractors and/or representatives to enter your property, inspect for damage, and/or undertake emergency protective measures. Information submitted will be shared with other government agencies, Federal and nonfederal, their contractors, subcontractors and employees, as well as with voluntary agencies performing inspections and/or emergency protective, for official use only in accordance with the purposes stated in this ROE.

c. Whether Disclosure is Mandatory or Voluntary: Disclosure is voluntary; however, failure to disclose the information will make it impossible for us to inspect your property, or undertake emergency protective measures may delay or prevent the individual from provision of disaster services and/or assistance.

Signature(s) and Witness

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this _____ day of _____, 2012.

_____ _____

Owner Signature Date Co-Owner Signature (if applicable) Date

_____ _____

Phone Number Phone Number

_____ _____

Owner's FEMA Registration Number (if applicable) WITNESS

RIGHT-OF-ENTRY PERMIT -REQUEST FOR CANCELLATION

To cancel a previously-granted Right of Entry (ROE) permit, this cancellation form must be signed by the Owner, and delivered to the Federal Emergency Management Agency (FEMA) at a Disaster Recovery Center, by FAX to FEMA's National Processing Service Center at 1-800-827-8112,. Allow at least three (3) days to process. ***Alternatively, the ROE may be cancelled at the Property site by obtaining the signature of the authorized representative present when the crew appears for work.*** It is recommended that the Owner make a copy of the signed cancellation prior to giving this form to the authorized representative. The authorized representative will keep the original signed copy for its records. Reproduction capability may not be available at the ROE collection points. Phone-in and verbal cancellations will not be accepted.

By cancelling the ROE, Owner acknowledges that inspections, and emergency protective measures may not be performed by the County/Parish/Borough, the City / County, the State/Tribe, the United States of America including FEMA and the Corps of Engineers, or participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors.

I have read and understand the foregoing statement concerning cancellation policies. I hereby certify that I request to cancel the foregoing ROE and my request for disaster-related emergency protective measures.

Signature: _____
Owner Date Time

Printed Name: _____ Address: _____

I hereby acknowledge receipt of the foregoing request for cancellation:

Signature: _____
Authorized Representative Date Time

Printed Name: _____ Title: _____
(Indicate authorized organization and title)

Appendix A

FEMA
RECOVERY PROGRAM GUIDANCE

I. TITLE: Sheltering and Temporary Essential Power (STEP) Pilot Program

II. DATE: November 16, 2012

III. PURPOSE: FEMA designed – in the immediate aftermath of Hurricane Sandy – the Sheltering and Temporary Essential Power (STEP) Pilot Program to assist State, local, and Tribal governments in performing work and services essential to saving lives, protecting public health and safety, and protecting property. In particular, FEMA intends STEP to provide essential power to affected residences, thereby reducing the demand for other shelter options and allowing individuals to return to or remain in their home.

On October 29, 2012, Hurricane Sandy made landfall, impacting coastal and inland communities resulting in loss of life, major flooding, structural damage, and power loss to over 8.5 million homes and business (directly affecting over 17 million individuals). A dangerous nor'easter followed nine days later causing additional damage and power outages. Thirteen days after Hurricane Sandy's landfall and initial impact, 166,499 customers across three states remained without power, in large part due to damage to their electrical systems, which prevents electric utility companies from turning on power to the home. Without additional government assistance, many of these households may be without power for months, including over the winter, creating an immediate and undue threat to public health and safety. Accordingly, STEP delivers the urgent assistance needed to save lives and protect public health and safety.

In addition to catastrophic power loss and cascading effects, housing damage projections indicate that a significant number of residences affected by Hurricane Sandy in the States of New York, New Jersey, and Connecticut may need emergency protective measures to mitigate further damage to structures and contents and to secure homes, particularly with onset of winter weather in the northeast.

Where safe and practicable, STEP may enable residents to return to or remain in their homes, as a form of shelter while permanent repairs are completed, thereby reducing the number of individuals in congregate shelters or in the Transitional Shelter Assistance (TSA) Program. Further, STEP, used along with FEMA's Private Property Debris Removal program (See Recovery Policy DAP9523.13, *Debris Removal from Private Property*), where appropriate, can increase efficiency and improve assistance to survivors in need.

IV. OBJECTIVES:

A. STEP is intended to save lives, to protect public health and safety, and to protect property. It is also meant to minimize the disruption of the normal functioning of communities by enabling State, local, and Tribal governments (collectively referred to hereafter as "applicants") to help members of their communities shelter in their own homes, when safe and appropriate. STEP may also reduce the demand for congregate sheltering and TSA.

B. STEP consists of three distinct elements. Applicants may use one or more elements of the program as appropriate to the needs of their community:
1. Residential Electrical Meter Repairs;
2. Shelter-Essential Measures; and
3. Rapid Temporary Exterior Repairs.

C. At the request of the State, FEMA may deliver the STEP program through Direct Federal Assistance; reimbursement of applicants who perform, or contract for the performance of, authorized emergency protective measures; or a combination of the two. Individual residential property owners are not eligible for reimbursement under STEP.

V. SCOPE AND AUDIENCE: This policy is intended to guide all FEMA personnel responsible for providing STEP assistance.

VI. AUTHORITY: Section 403, 42 U.S.C. 5170b(a)(3)(B) and (I), and 5170b(a)(4) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.

VII. POLICY:

A. STEP is only available for declared counties in FEMA-4085-DR-NY, FEMA-4086-DR-NJ, and FEMA-4087-DR-CT.

B. Direct Federal Assistance and reimbursement through the Public Assistance Program will be at the Federal cost share rate established by the President for Category B emergency protective measures.

C. STEP is for residential properties only.

D. The applicant must provide FEMA and the State, with a frequency determined by the Federal Coordinating Officer (FCO), with a list of residences that receive assistance

under STEP to include: owner/occupant's name, address, and FEMA registration number, if applicable. (Some residences receiving assistance under STEP may not have applied for FEMA's Individuals and Households Program (IHP)).

E. FEMA makes no warranties of any sort for any assessments or temporary repairs undertaken pursuant to this program.

F. Within 30 days of receiving approval from the FCO pursuant to paragraph VII.H.1, the applicant must obtain a Right of Entry (ROE) from each participating property owner on a form approved by FEMA. At the FCO's discretion, this may be extended for an additional 30 days. The ROE allows FEMA, applicants, or their authorized contractors and representatives, access to the property. STEP work will not be completed without the submission of a ROE. All STEP work must be completed within 60 days after receipt of the ROE.

G. Eligible costs must be reasonable and are limited to $10,000 per residential unit to include equipment, materials, labor and any associated inspection fees that are necessary to accomplish work that is eligible under STEP. At the request of the GAR, the FCO may authorize that a higher cost is reasonable. The FCO and the GAR must make such determinations only for good cause and in writing.

H. Implementing the Program.

1. The Governor's Authorized Representative (GAR) must submit a written request for STEP to the FCO within 30 days of the date of the declaration and, in that request, designate the areas requested for STEP.

2. Upon receipt of the GAR's request, FEMA will coordinate with the State and applicant to determine:

   a. The elements of the program the applicant intends to use by designated location. Applicants will make the element-to-area designation in writing. Element-to-area designations may be as broad as countywide, or limited by zip code, by street, or other identifier selected by the applicant.

   b. Whether the applicant requests, through the State, that the program is implemented through Direct Federal Assistance, through reimbursement under the Public Assistance Program, or through some combination of these mechanisms.

c. If the applicant requests, through the State, that FEMA implement the program through Direct Federal Assistance: whether materials and equipment necessary for the emergency protective measures will be purchased by FEMA, the State or by the applicant.

3. Upon approval of the GAR's request and scoping of the work with the applicant, FEMA will provide Direct Federal Assistance or reimbursement assistance under the Public Assistance Program.

I. Identifying Residences. Applicants, mission-assigned agencies, and contractors, as applicable, may identify residences potentially appropriate for STEP through a variety of sources. To be appropriate for STEP, a residence must:

1. Be located within the geographic area established by the GAR in the STEP request;

2. Be a structure of such a sound nature that authorized emergency work can be safely made, with no large impediments blocking access to the dwelling such as large trees; and

3. Be reasonably able to serve as a suitable shelter upon completion of the emergency protective measures authorized under this program.

J. Applicant Responsibilities.

1. The applicant will obtain a signed ROE agreement from each residential property owner for the type of work to be performed in accordance with paragraph VII.E.

2. The applicant must issue a written finding that there exists an immediate threat to lives, public health and safety, and that emergency measures taken through STEP are necessary to cope with this threat.

3. The applicant is responsible for accelerating and facilitating the issuance of any and all electrical or other permits required to complete the eligible work and will arrange, accelerate, and facilitate any and all inspections required by State or municipal law.

4. If the applicant selects reimbursement through the Public Assistance Program, it must comply with the Federal procurement standards in 44 CFR 13.36. The applicant will submit its claim for reimbursement in the form of a Project Worksheet through the State to the FEMA Public Assistance Program.

K. Residential Electrical Meter Repairs - Residential Electrical Meter Repair is intended to accelerate power restoration to residences with storm-damaged electrical meters when such repairs are a necessary and essential condition precedent to a utility company re-energizing a qualified residence.

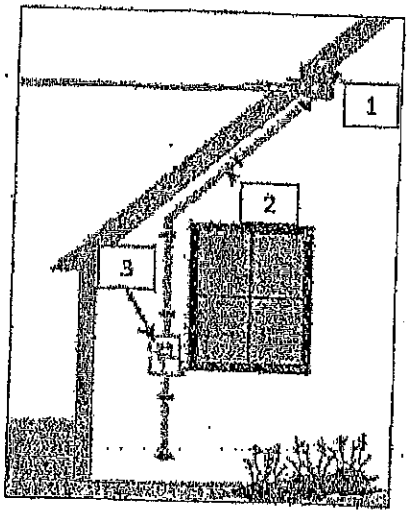
1. The following items are eligible for repair:

   a. The weather head (*Item 1* in the figure below) – attaches to the service cable and prevents water damage to the wiring.

   b. Service cable (*Item 2* in the figure below) – runs from the weather head to the meter box and from there to the panel box inside the house.

   c. Meter socket and box (*Item 3* in the figure below).

The diagram identifies the eligible elements of an exterior electrical system.



2. Standby time for electricians is not an eligible cost.

L. Shelter Essential Measures – Shelter Essential Measures are intended to provide electricity, heat, and hot water to disaster-impacted residences to meet basic life-sustaining needs so that occupants may shelter-in-place until more permanent repairs can be made.

1. Eligible work may include measures necessary to provide essential electrical supply, heat, and hot water and necessary inspections.

2. Measures taken under this program may not necessarily provide permanent repair to a residence's electrical infrastructure, or restore electricity to all portions of the residence.

3. Damaged portions of the electrical system not essential to restoring the electrical supply to the meter and into the residential unit may be disconnected from the utility as an eligible expense of this program.

M. Rapid Temporary Exterior Repairs – Rapid temporary exterior repairs are intended as necessary and essential assistance to protect storm-damaged residences from further damage that may present an immediate threat to life and property, and where appropriate, facilitate sheltering-in-place pending repairs that are more permanent.

1. The following work may be eligible:
   a. Securing broken windows;
   b. Covering damaged exterior walls and roofs; and
   c. Patching or otherwise securing damaged exterior doors.

2. Note: STEP involves the use of raw, unfinished materials to provide only emergency protective measures. For example, plywood, secured with a padlock, may be installed in the entryway of the home, to serve as a temporary door.

N. Effect on Other Assistance.

1. Participation in the STEP Pilot Program will make a FEMA IHP applicant ineligible for further TSA assistance, if authorized, or subsequent lodging expense reimbursement once work performed under the STEP program is completed. The FCO may grant exceptions to this requirement, including for individuals with access or functional needs.

2. Removal of debris to allow access to the residence is not covered under STEP. For information on debris removal from private property see DAP9523.13, *Debris Removal from Private Property*.

O. FEMA will evaluate this pilot program on a variety of factors, including whether it:

1. Successfully protected public health and safety, and property, from immediate threats;

2. Resulted in participants re-occupying their residences more quickly than they would have using traditional assistance programs; and

3. Resulted in overall cost-savings to the government relative to traditional FEMA assistance programs.

VIII. ORIGINATING OFFICE: Recovery Directorate.

IX. SUPERSESSION: This Program Guidance supersedes the Sheltering and Temporary Essential Power (STEP) Pilot Program guidance dated November 13, 2012.

X. REVIEW DATE: This policy is in effect from the date in paragraph II above for these events. Before implementing STEP in a future event, the initiative will undergo a comprehensive review.

Deborah Ingram
Assistant Administrator
Recovery Directorate

11/16/12
Date

Brad Kieserman
Chief Counsel

11/16/12
Date

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In

addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

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

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

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

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

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

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation

is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   _____ (Name)

   _____ (Address)

   _____ (Telephone Number)

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

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

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

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

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

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

Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 2011.

Notary Public

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/3/2012

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

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

PRODUCER
Alliant Insurance Services, Inc.
1055 Franklin Ave.
Suite 200
Garden City NY 11530

CONTACT NAME: Brian Pearsall
PHONE (A/C, No, Ext): 516-414-8604 FAX (A/C, No): 877-308-1070
E-MAIL ADDRESS: bpearsall@alliantinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Co.	
INSURER B: Scottsdale Insurance Company	
INSURER C: Travelers Property Casualty Co of A	25674
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
LiRo Engineers, Inc.
Three Aerial Way
Syosset NY 11791

COVERAGES CERTIFICATE NUMBER: 315633408 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	Y	Y	GLO583469800	11/1/2012	11/1/2013	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	BAP583459400	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	NXS0000014	11/1/2012	11/1/2013	EACH OCCURRENCE	$3,000,000
							AGGREGATE	$3,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC583459700	11/1/2012	11/1/2013	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A A C	Excess Liability Pollution/Professional Liability Property (Owned)	Y	Y	AEC583601900 EOC928312705 QT660399M0722TIL12	11/1/2012 11/1/2012 11/1/2012	11/1/2013 11/1/2013 11/1/2013	Occ/Agg. Limit: Limit:	$7,000,000 $5,000,000 $5,000,000

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

Re: All work performed by Named Insured. Nassau County is included as Additional Insureds on a Primary and Non-Contributory basis as respects General Liability and Excess Liability as required by written contract. Additional Insureds status is included as respects Automobile Liability as required by written contract. Waiver of subrogation is included and applies in favor of the Additional Insureds as required by written contract.

CERTIFICATE HOLDER

Nassau County
1194 Prospect Avenue
Westbury NY 11590

CANCELLATION 30 Days Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 11/15/2012

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
One Federal Street
Boston MA 02110 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122
FAX (A/C, No): (847) 953-5390
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	Lloyd's of London	0003FR
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
CDM Smith Inc.
ONE CAMBRIDGE PLACE
50 HAMPSHIRE STREET
CAMBRIDGE MA 021390000 USA

COVERAGES CERTIFICATE NUMBER: 570048220824 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL08376632.16	01/01/2012	01/01/2013	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
A	AUTOMOBILE LIABILITY			BAP 8376631-16	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC8376631.17	01/01/2012	01/01/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
B	Architects and Prof			QCJ201167	01/01/2012	01/01/2013	per claim/aggregate	$3,000,000
							aggregate	$3,000,000

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

RE: County of Nassau, Department of Public Works, CDM Smith Emergency Sandy Agreement. County of Nassau is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

CERTIFICATE HOLDER

County of Nassau
Attn: Shila Shah-Gavnoudias
PE, Commissioner
1194 Prospect Avenue
Westbury NY 11590 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc

Holder Identifier :

Certificate No : 570048220824

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

1. Name of Firm: CDM Smith Inc.

   Address: 60 Crossways Park West, Suite 340

   City and State: Woodbury, NY Zip Code 11797

2. Firm's Vendor Identification Number: 04-2473650

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company __X__ Closely Held Corp. _____ Other (specify)

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

See Attached

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

No individual holds more than 3% of stock in CDM Smith Inc. The majority of stock is held in CDM Smith's Capital Accumulation Plan (CAP) which is a IRS approved employee 401k plan.

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

Camp Dresser McKee & Smith

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

Dated: 12/3/12

Signed: _____

Print Name: Keith F. Kelly

Title: Senior Vice President

CDM Smith INC.

BOARD OF DIRECTORS

2012

Name

Chairman of the Board
Richard D. Fox

Charlene P. Allen

Paul R. Brown

Paul G. Camell

Stephen J. Hickox

Alex H. Makled

John D. Manning

William K. O'Brien

Paul R. Shea

M. Stevenson Smith

Howard H. Stevenson

Robert L. VanAntwerp

Guillermo J. Vicens

Timothy B. Wall

Gae A. Walters

EXPIRATION OF TERM: Until their successors are duly chosen and qualified.

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

1. Name of Firm: LiRo Engineers, Inc.

   Address: 3 Aerial Way

   City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 13-1974950

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company ___X___ Closely Held Corp. _____ Other (specify)

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

Rocco Trotta, P.E., Chairman, 3 Aerial Way, Syosset, New York, 11791

Luis Tormenta, P.E., CEO and Vice Chairman, 111 Broadway, New York, New York, 10006

John Lekstutis, P.E., President and Vice Chairman, 3 Aerial Way, Syosset, New York, 11791

Lawrence Roberts, Senior VP and CFO, 3 Aerial Way, Syosset, New York, 11791

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

Rocco Trotta, P.E., 3 Aerial Way, Syosset, New York, 11791 - 100%

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

The following entities are affiliates through common ownership by Rocco Trotta: LiRo Architects + Planners, P.C.; LiRo Program and Construction Management, P.C.; LiRo Architects and Engineers West, P.C.; LiRo Architects & Engineers, P.C. (CT); LiRo Architects & Engineers, P.C. (PA); LiRo Consulting Engineers, P.C.; LiRo Constructors, Inc.; LiRo Program and Construction Management, Inc. (CA).

Common officers of all LiRo affiliates: Rocco Trotta, Chairman; Luis Tormenta, CEO & Vice Chairman; John Lekstutis, President & Vice Chairman.

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

Dated: 12/3/2012 Signed: _____

Print Name: John P. Lekstutis

Title: President

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

1. Name of Firm: Camp Dresser McKee & Smith

   Address: 60 Crossways Park West, Suite 340

   City and State: Woodbury, NY Zip Code 11797

2. Firm's Vendor Identification Number: 04-2473650

3. Type of Business:

   _____ Public Corp. ___X___ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company _____ Closely Held Corp. _____ Other (specify)

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

See Attached

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

See Attached

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

CDM Smith Inc.

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

Dated: 12/3/12

Signed: [signature]

Print Name: Keith F. Kelly

Title: Partner

ATTACHMENT A

1. Milledge S. Smith
6125 Martha's Glen Road
Columbia, SC 29209-1312

2. Peter W. Tunnicliffe
116 Bent Road
Sudbury, MA 01776

3. William S. Howard
3 Opal Circle
Franklin, MA 02038

4. Daniel M. Gerrity
559 Gregory Lane
Devon, PA 19333

5. Gary Kroll
94 Clearmont Avenue
Staten Island, NY 10309

6. Keith F. Kelly
80 Cedar Drive
Miller Place, NY 11764

7. Eduardo Galindo
4448 E. Sleepy Ranch Road
Cave Creek, AZ 95331

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

1. Name of Firm: CDM Smith Inc.

   Address: 60 Crossways Park West, Suite 340

   City and State: Woodbury, NY Zip Code 11797

2. Firm's Vendor Identification Number: 04-2473650

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company ___X___ Closely Held Corp. _____ Other (specify)

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

See Attached

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

No individual holds more than 3% of stock in CDM Smith Inc. The majority of stock is held in CDM Smith's Capital Accumulation Plan (CAP) which is a IRS approved employee 401k plan.

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

Camp Dresser McKee & Smith

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

Dated: 12/3/12

Signed: _____

Print Name: Keith F. Kelly

Title: Senior Vice President

CDM Smith INC.

BOARD OF DIRECTORS

2012

Name

Chairman of the Board
Richard D. Fox

Charlene P. Allen

Paul R. Brown

Paul G. Camell

Stephen J. Hickox

Alex H. Makled

John D. Manning

William K. O'Brien

Paul R. Shea

M. Stevenson Smith

Howard H. Stevenson

Robert L. VanAntwerp

Guillermo J. Vicens

Timothy B. Wall

Gae A. Walters

EXPIRATION OF TERM: Until their successors are duly chosen and qualified.

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

1. Name of Firm: Camp Dresser McKee & Smith

   Address: 60 Crossways Park West, Suite 340

   City and State: Woodbury, NY Zip Code 11797

2. Firm's Vendor Identification Number: 04-2473630

3. Type of Business:

   _____ Public Corp. __X__ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company _____ Closely Held Corp. _____ Other (specify)

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

See Attached

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

See Attached

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

CDM Smith Inc.

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

Dated: 12/19/14

Signed: _____

Print Name: Keith F. Kelly

Title: Partner

ATTACHMENT A

1. Milledge S. Smith
6125 Martha's Glen Road
Columbia, SC 29209-1312

2. Peter W. Tunnicliffe
116 Bent Road
Sudbury, MA 01776

3. William S. Howard
3 Opal Circle
Franklin, MA 02038

4. Daniel M. Gerrity
559 Gregory Lane
Devon, PA 19333

5. Gary Kroll
94 Clearmont Avenue
Staten Island, NY 10309

6. Keith F. Kelly
80 Cedar Drive
Miller Place, NY 11764

7. Eduardo Galindo
4448 E. Sleepy Ranch Road
Cave Creek, AZ 95331

CFPW16000002

Contract ID#: _____

Department: DPW

E-39-16 CF R 42

CF (Capital)

Contract Details

SERVICE Traffic Signal Expansion Phase V – Construction Management Services

NIFS ID #CFPW16000002 NIFS Entry Date: 1/20/16 Term: from Execution to three years

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES# _____	

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

Agency Information

Vendor	
Name LiRo Engineers, Inc.	Vendor ID# 13-1974950
Address 3 Aerial Way Syosset, NY 11791	Contact Person John Lekstutis, P.E. Phone (516) 938-5476

County Department
Department Contact Kenneth Arnold
Address 1194 Prospect Avenue Westbury, NY 11590
Phone (516)-571-9607

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	1/21/16		
	DPW (Capital Only)	*CF Capital Fund Approval* ☐	1/21/16		
	OMB	*NIFS Approval (Contractor Registered)*	1/22/16		Yes ☐ No ☐ Not required if blanket resolution
1/25/16	County Attorney	*CA RE & Insurance Verification* ☑	1/25/16		
1/25/16	County Attorney	*CA Approval as to form* ☑	1/25/16		Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to* ☐	1/25/16	Concetta A. Petrucci	
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/25/16		

RECEIVED 2016 JAN 25 PM 2:33 CLERK OF THE LEGISLATURE NASSAU COUNTY

Contract ID#: _____ Department: DPW

Contract Summary

Description: Construction management Services associated with Traffic Signal Expansion Project Phase V. The construction work associated with this contract is reimbursed at 80%.
Purpose: The purpose of this Agreement is to make available to the Department construction management services for the work referenced above. These services will ensure that the project is constructed according to the contract documents and the requirements mandated by the NYSDOT are adhered to so that the County receives the maximum reimbursement.
Method of Procurement: A formal Request For Proposals (RFP) process was conducted to procure the services.
Procurement History: An RFP was released on September 22, 2015 and was advertised in Newsday and on the County web site. In reply to the RFP we received proposals from nine firms. A team of four professionals, including one professional engineer conducted the selection process and established a technical ranking based on the proposals.
Description of General Provisions: The selected Firms will provide construction management services.
Impact on Funding / Price Analysis: Funding for this Agreement will come from capital project 62455.. The construction associated with this contract will be reimbursed at 80%.
Change in Contract from Prior Procurement: N/A
Recommendation: Given the overall benefit of this project and the positive impact on public safety, it is recommended that this Agreement be approved as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	62
Resp:	455
Object:	00003
Transaction:	CF

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$
TOTAL	**$.01**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAP/CAP/62455/00003	$1,271,040
2		$
3		$
4		$
5		$
6		$
	TOTAL	**$1,271,040**

Document Prepared By: Kenneth Arnold **Date:** 1/15/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/25/16
Date	Date	*(For Office Use Only)* E #:

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: LiRo Engineers, Inc.

2. Dollar amount requiring NIFA approval: $ 1,271,040

Amount to be encumbered: $ 1,271,040 10/1/21

This is a ✓ New Contract ___ Advisement ___ Amendment

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

3. Contract Term: Execution-three years

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

If yes, please explain: ___

4. Funding Source:

___ General Fund (GEN)
✓ Capital Improvement Fund (CAP)
___ Other

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

Is the cash available for the full amount of the contract?	___ Yes	✓ No	
If not, will it require a future borrowing?	___ Yes	___ No	
Has the County Legislature approved the borrowing?	✓ Yes	___ No	___ N/A
Has NIFA approved the borrowing for this contract?	✓ Yes	___ No	___ N/A

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

This Department had identified the need traffic signal construction management services related to a Federal Funded traffic signal replacement. This project will rebuild and upgrade our older traffic signals along Lakeville Road and Middle Neck Road totaling 24 signals.

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

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

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

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

Exceeds $50K

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.

Roseann D'Allen — 1/25/16

Signature | Title | Date

_____

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

_____

Signature | Title | Date

_____

Print Name

NIFA

Amount being approved by NIFA: _____

_____

Signature | Title | Date

_____

Print Name

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

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

NIFA reserves the right to request additional information as needed.

E-39-16

RULES RESOLUTION NO. 42 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT of PUBLIC WORKS AND LIRO ENGINEERS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2-1-16
(COUNTED)
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with LiRo Engineers, Inc. for construction management services in connection with a traffic signal expansion project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with LiRo Engineers, Inc.

FAML6200 V4.2 NIFS PRODUCTION SYSTEM 01/22/2016
LINK TO: PROJECT SUMMARY INQUIRY 11:38 AM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 01 2016 JAN 2016 PROJECT END DATE:
PROJECT : 62455 TRAFFIC SIGNAL EXPANSION PHASE V
PROJECT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED		BALANCE
	OA	CAPITAL PROCEEDS	1,665,000	915,000			-750,000
	FA	FEDERAL AID - REIM	2,440,000	2,355			-2,437,645
		REVENUE TOTAL	4,105,000	917,355			-3,187,645
	00	CAPITAL PROJECTS	4,105,000	424,380		17	3,680,603
	AA	SALARIES, WAGES &		19,588			-19,588
	AB	FRINGE BENEFITS		7,288			-7,288
		EXPENDITURE TOTAL	4,105,000	451,256		17	3,653,728

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

FAML6200 V4.2 NIFS PRODUCTION SYSTEM 01/22/2016
LINK TO: PROJECT SUMMARY INQUIRY 11:38 AM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 01 2016 JAN 2016 PROJECT END DATE:
PROJECT : 62455 TRAFFIC SIGNAL EXPANSION PHASE V
PROJECT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
		REVENUE LESS EXPE		466,099	-17	466,083

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

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 01/22/2016
LINK TO: VENDOR DETAIL 11:37 AM
ACTIVE
FISCAL MO/YEAR : 13 2015 ADADJ2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 131974950 LIRO ENGINEERS INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	01/14/2016	136P	VGPW15001700 01	PWCAPCAP	00003			13 2015
	01/14/2016	*H670008DL-EST 1*						-68,576.20
	01/14/2016	136P	VGPW15001701 01	PWCAPCAP	00002			13 2015
	01/14/2016	*H680008DL-EST 4*						-410.00
	01/14/2016	136P	VGPW15001706 01	PWCAPCAP	00003			13 2015
	01/14/2016	*H670008DL-EST 6-LINE4*						-49,219.93
	01/15/2016	107	CAPW15000171 01	PWCAPCAP	00003		670008DL	13 2015
		CM RESURFACING VARIOUS COUNTY ROADS						310,109.00
	01/15/2016	136P	VGPW15001181 01	PWCAPCAP	00002			13 2015
	01/07/2016	*S8106011M-EST 8*						-207,426.06
	01/15/2016	136	VGPW15001181 02	PWCAPCAP	00002			13 2015
	01/07/2016	#S8106011M-EST 8#	RETAINAGE					-5,494.20

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO12 - NEXT PAGE DISPLAYED

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 01/22/2016
LINK TO: VENDOR DETAIL 11:38 AM
ACTIVE
FISCAL MO/YEAR : 07 2015 JULY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 131974950 LIRO ENGINEERS INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	07/07/2015	109	CLPW15000011 01	PWCAPCAP	00003			07 2015
		AMEND 3-ON CALL TRAFFIC ENGINEERING			SVCES			100,000.00
	07/16/2015	136P	VGPW15000853 01	PWCAPCAP	00003			07 2015
	06/23/2015	*H670008CL-19* EST 11						-18,690.75
	07/21/2015	136P	VGPW15000855 01	PWCAPCAP	00003			07 2015
	06/23/2015	*3-LINE 4* EST 3						-57,093.75

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 01/22/2016
LINK TO: VENDOR DETAIL 11:38 AM
ACTIVE
FISCAL MO/YEAR : 03 2015 MAR 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 131974950 LIRO ENGINEERS INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	03/18/2015	109	CLPW15000008	01 PWCAPCAP	00002			03 2015
		AMEND 1 - ADD ADD'L TANKS AND OR LOCATIONS						.01

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G0014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 01/22/2016
LINK TO: VENDOR DETAIL 11:38 AM
ACTIVE
FISCAL MO/YEAR : 02 2015 FEB 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 131974950 LIRO ENGINEERS INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	02/10/2015	136P	VGPW14001602	01 PWCAPCAP	00002			02 2015
	01/23/2015	*H61000-05C, LINE 9 EST 1*						-80,450.72
	02/10/2015	136P	VGPW14001644	01 PWCAPCAP	00002			02 2015
	02/06/2015	*S8106011M-EST 1*						-188,347.14
	02/10/2015	136P	VGPW14001645	01 PWCAPCAP	00002			02 2015
	02/10/2015	*H61000-05C-15-TASK-1R*						-465.02
	02/10/2015	136P	VGPW14001715	01 PWCAPCAP	00003			02 2015
	02/10/2015	*H62000005C9-EST 4*						-44,872.54
	02/13/2015	136P	VGPW15000148	01 PWCAPCAP	00002			02 2015
	02/13/2015	*S8106011M-EST 3*						-40,860.85
	02/17/2015	109	CLPW14000052	01 PWCAPCAP	00003			02 2015
		AMEND 1-CM SERVICES-HIGHWAY,BRIDGE CONSTRUCTION						.01

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

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: LiRo Engineers, Inc.

CONTRACTOR ADDRESS: 3 Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 13-1974950

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 September 22, 2015. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on October 29, 2015. Nine (9) proposals were received and evaluated. The evaluation committee consisted of four (5) engineers from the Department of Public Works. 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.

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 the contract being submitted to the Comptroller.

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

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

Department Head Signature

1/21/16

Date

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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: December 16, 2015

SUBJECT: Traffic Signal Expansion Phase 5
Selection of Firm for Construction Management Services
Capital Project No. 62455

This Department had identified the need traffic signal construction management services related to a Federal Funded traffic signal replacement. This project will rebuild and upgrade our older traffic signals along Lakeville Road and Middle Neck Road totaling 24 signals. Capital project 62455 is an appropriate funding source with available funding.

Firms were requested to submit technical and cost proposals in accordance with the Department's Request for Proposal (RFP). The RFP was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications, and proposed project schedule. The RFP was posted on the County's website and advertised in *Newsday*.

Proposals from nine (9) firms were received on October 29, 2015. The technical proposals were evaluated by the Technical Review Committee (TRC), Richard P. Millet, Chief Deputy Commissioner, Kenneth G. Arnold, P.E., Assistant to Commissioner, Sheila Dukacz, Section Head, Traffic Signal Operations and Michael Kurpisz, Supervisor Traffic Signal Construction. Following the review, the technical rank was established and the cost proposals were then opened and reviewed. The results of the technical evaluation are summarized below, along with each firm's cost proposal.

Firm	Technical Score	Proposed Fee (not to exceed)
LiRo Engineering Inc. (LiRo)	88.0	$1,345,221 **$1,155,491 BAFO**
M&J Engineering (M&J)	84.0	$1,367,528
LKB Consulting Engineers (LKB)	83.5	$1,531,652
L.K. McLean Associates, P.C.	80.8	$1,183,655
Cameron	74.8	$1,445,185
Haider Engineering P.C.	73.0	$1,184,320
HAKs	70.3	$1,323,067.22
Gibbons, Esposito & Boyce	72.8	$1,235,312
Tectonic Engineering and Surveying Consultants P.C.	65.0	$1,321,616

The TRC found LiRo to be the highest technically ranked firm. In an effort to get the best value for the County, the TRC requested from LiRo a revised cost proposal. LiRo submitted a revised cost proposal in the amount of $1,155,491. The TRC has reviewed this revised proposal and finds it acceptable.

In our professional judgment, the revised proposal submitted by LiRo, having the highest technical rating and proposing a reasonable fee, represents the best value to the County. **The Department is proposing a cap for this contract at $1,271,040 which includes both their proposed fee along with a contingency of ten percent.** Funding is available Capital Projects 62455.

Following your approval or disapproval, we will proceed accordingly.

Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:las
c: Kenneth G. Arnold, Assistant to Commissioner
Sheila Dukacz, Section Head, Traffic Signal Operations
Christopher Yansick, Management Analyst II
Jeff Lindgren, Project Manager

APPROVED:

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

REQUEST TO INITIATE RTI Number 15-0324

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

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

☐ RFQ ■ RFP ☐ RFBC ☐ In-House or Requirements Work Order

Project Title: Traffic Signal Expansion Phase 5 Professional Management Services

Department: Public Works Project Manager: Jeff Lindgren Date: 9/22/15

Service Requested: Seeking professional construction management and inspection services for the replacement and modification of traffic signal and communications at 24 locations along Lakeville Road and Middle Neck Road from Birch Hill Road north to Redbrook Rd..

Justification: Nassau County DPW doesn't have the staffing to successfully manage and inspect the Traffic Signal Expansion Phase 5 Project.

Requested by: Kenneth Arnold, DPW Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) Construction Management $1,200,000
Circle appropriate phase

Total Project Cost: $5,600,000 Includes, design, construction, CM and PM

Date Start Work: 1/1/16 Phase being requested

Duration: 540 days Phase being requested

Capital Funding Approval: YES ☒ NO ☐ SIGNATURE 10/20 DATE

Funding Allocation (Capital Project): 62465
See Attached Sheet if multiyear ☒

NIFS Entered : SIGNATURE DATE

AIM Entered: K Angrew SIGNATURE 10/21/15 DATE

Funding Code: 62455 000 use this on all encumbrances

Timesheet Code: 62455 000 15-0324 use this on timesheets

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

Department Head Approval: YES ☒ NO ☐ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ SIGNATURE

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

	Vendor	Quote	Comment	See Attached Sheet ☐
1.				
2.				
3.				
4.				

DCE/Ops Approval: YES NO Signature

Version January 2014

10/8/15 ✓

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: October 7, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract
Proposed Contract No: PW-H6245501CM

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

1. DPW plans to recommend a contract/agreement for the following services:
   Traffic Signal Expansion Phase 5 Professional Construction Management Services.

2. The work involves the following:
   Seeking Professional Construction Management/Inspection services for construction and post construction of Traffic Signal Expansion Phase 5.

3. An estimate of the cost is: $1,200,000.00

4. An estimate of the duration is: Five-Hundred & Forty (540) Days

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

Kenneth G. Arnold
Assistant to Commissioner

KGA:las
c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources
Loretta Dionisio, Hydrogeolgist II
Jeff Lindgren, Project Manager

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) LiRo Engineers, Inc. , a consultant firm having its principal office at 3 Aerial Way, Syosset, New York 11791, (the "Firm" or the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate three (3) years (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one 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, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of construction management services of traffic Signal Expansion Project Phase V. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to two point three (2.3) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two point three (2.3) , exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy five dollars ($175.00) per hour.

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

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

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

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

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

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

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

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed shall not exceed one million two hundred seventy one thousand forty ($1,271,040) dollars.

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County

harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

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

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

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

7. Compliance with Law.

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

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

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

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

(iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

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

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

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

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

(b) The Firm shall provide services under this Agreement in a manner consistent with the standard of care, skill, quality and diligence exercised by members of the same profession currently practicing under similar circumstances. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts, willful misconduct, breach of covenants under this Agreement or omissions of the Firm or a Firm Agent.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to

the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

10. Insurance.

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

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

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

this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

12. Termination.

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

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

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

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

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this

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

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

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

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

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

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

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally

recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of five hundred thirty three dollars ($533) for the

processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally lefty blank}

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

FIRM NAME LiRo Engineers, Inc.

By: _____

Name: Michael Bailey, PE

Title: Senior Vice President

Date: 1/11/16

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 11 day of January in the year 2016 before me personally came Michael Bailey, PE to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Senior Vice President of LiRo Engineers, Inc., 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

STEPHANIE KROL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KR6216833
Qualified in Nassau County
My Commission Expires January 25, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX "A"

Construction Management / Inspection services are required for the following projects:

H62455 – Traffic Signal Expansion Phase 5 **24 signals**

Lakeville Road and Middle Neck Road
From: Birch Hill Road, Lake Success
To: Redbrook Road, Great Neck Village
Rebuild existing traffic signals
Install fiber optic cable from Marcus Avenue north

These projects are subsidized with Federal Aid money and therefore the appropriate NYSDOT inspection forms (MURK) and NYSDOT record keeping software shall be utilized. All project documentation, policies and procedures shall follow the New York State Procedures for Locally Administered Federal Aid Projects Manual (PLAFAP).

1.0 Scope of Services:

The County requires the Construction Management / resident engineer service for construction and post-construction phases. The scope of services to be performed in the respective phases (which may overlap) is summarized below.

2.0 Construction Phase Services

2.1 Commencement and Duration – The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the project in it's entirety by the County. Total construction phase is scheduled for 18 months. The pre-construction phase is estimated to be 2 months and the post-construction phase is estimated to be 2 months.

2.2 Pre & Post Construction Phase – The pre-construction phase shall include all the required documentation, insurance, safety and minority paperwork as well as the tracking, review and approval of proposed materials for the project. The post-construction phase shall include all supporting documentation and closeout paperwork in accordance with Federal Aid policies and procedures.

2.3 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractor (CC), and any other

persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the users. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, and anything else needed to perform the work.

2.4 Site Conditions – As portions of the work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County to devise appropriate modifications to the Contract Documents.

2.5 Quality Assurance – The CM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of each CC with respect to conformance to the Construction Documents. The CM shall endeavor to guard the County against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by county staff with the Work of the CCs. The CM shall promptly notify the County, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall implement correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

2.5.1 Monitor Progress – Inspect and Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, each contractor's labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC contracts, to ensure that the CC workforce is sufficient and the Work is being diligently completed in strict compliance with the contract documents.

2.5.2 Documentation – Develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions,

standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, and requests for information, supplementary bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well-organized and the information maintained current at all times. The CM shall receive the CCs' submittals such as shop drawings, product data, and samples; promptly review them for completeness and responsiveness; log and finally distribute them to the Engineer for review and approval within 48 hours of receipt by CM of CCs' submittals. The CM shall return submittals to the CC within 24 hours of receipt from the County, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, maintenance manuals, spare parts and attic stock if any, provided by the CC.

2.5.3 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CCs. CM shall correlate CCs' payment requests with the progress of the Work, and take into account any deficiencies in the Work for which payment is being requested, in making a recommendation. The CM's recommendation for payment shall constitute a representation to the County that, to the best of the CM's knowledge, information and belief the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. In addition, the CM shall track payments to CCs document construction expenditures.

2.5.4 Meetings – schedule and conduct regular weekly meetings with the CC, the County, and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related to the Project. The CM shall also attend periodic meetings with the County as needed. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

2.5.5 Reporting – The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

A. Executive Summary
B. Progress Narrative - supported by photographs and the project schedule updated to show progress
C. Issues Report – Report on all critical and important issues, which require the attention of the County
D. Change Orders – log the status of change orders (e.g., potential, proposed, pending, processed)
E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
F. Budget Report
G. Log of Non-conforming or deficient work or delay
H. Attachments – attach photographs, logs, reports, etc. which are germane to the Issues Report.
I. Critical issues pertinent to the project.

2.5.6 Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information. The CM shall verify and approve means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the Work of the CC as necessary. The CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC.

2.5.7 Changes - The CM shall evaluate and prepare all Supplementary Bulletins prior to their issuance, prepare cost estimates, review the CCs' proposals and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope of and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time, and assist the County in negotiating Change Orders. Where changes are or may be the result of the Engineer's error or omission, the CM shall inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Supplementary Bulletins, Proposals and Change Orders.

2.5.8 Temporary Office – Work space will be provided to CM at 1194 Prospect Avenue, Westbury, NY 11590,

for performing paper work related to the projects. Nassau County will provide a desktop computer and file cabinet storage for use in conjunction with this project.

3.0 Post-Construction Phase Services

3.1

Contract Closeout - Conduct final inspections of the completed project with County representation and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. If the project will be completed in phases then multiple final inspections shall be conducted as needed. Compile project record documents collected during the construction phase and supplement with any information collected during construction. Review the as built drawings provided by the contractors and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Engineer for the preparation of record drawings. Contract closeout is scheduled to be completed in 3 months following the completion of the construction phase.

3.2

Claims and Disputed Work - The CM shall promptly review CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the County for interpretation. Advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the County's determination, where applicable.

3.3

Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager / Inspector, as defined herein. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Engineer.

APPENDIX "B"

PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

A. BASIC SERVICES

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed one million one hundred fifty five thousand four hundred ninety one ($1,155,491) dollars. The Firm shall be compensated for such services by an amount equal to two point two (2.2) times the actual salaries or wages paid to the personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits.

B. ADDITIONAL SERVICES

With written permission of the Commissioner the Firm shall provide additional services related to the successful completion of the project. These services can include but are not limited to providing engineering services related providing support relative to the project. The Firm shall be compensated on an approved lump sum proposal or utilizing wage rates and multiplier identified under Basic Services.

B. REIMBURABLE EXPENSES

1. Prolog licenses and support – the Firm shall be reimbursed for the actual costs incurred in connection with the use of Prolog Manager Software. Invoices must be substantiated by bills and payment records.

2. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.

3. Relocation of Field Office – the Firm shall be reimbursed for the actual cost incurred in connection with relocating its field office. Invoices must be substantiated by bills and payment records.

4. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Luis M. Tormenta, PE (Name)

   [redacted] (Address)

   [redacted] (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor

relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

1/8/2016
Dated

Signature of Chief Executive Officer

Luis M. Tormenta, PE
Name of Chief Executive Officer

Sworn to before me this

8th day of January, 2016

Notary Public

FLORENCE LIM
Notary Public, State of New York
No. 01LI6156882
Qualified in Richmond County
Term Expires 12/04/2018

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: January 12, 2016

1) Bidder's/Proposer's Legal Name: LiRo Engineers, Inc.

2) Address of Place of Business: 3 Aerial Way, Syosset, NY 11791

List all other business addresses used within last five years:
N/A

3) Mailing Address (if different): N/A

Phone : 516-938-5476

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 007167914

5) Federal I.D. Number: 13-1974950

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership
X Corporation ___ Other (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details:

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. See attached

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

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 X No ____ If Yes, provide details for each such investigation. See attached

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such

occurrence. _____

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? No X Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

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.

We are not aware of any matter that is or may become a conflict of interest preventing LiRo Engineers, Inc. from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact LiRo's ability to perform its services on this project, LiRo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, LiRo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact LiRo's ability to perform its services on the project.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

   Should the bidder/proposer be other than an individual, the bid/proposal should include:

   i) Date of formation;

   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

   iii) Name, address and position of all officers and directors of the company;

   iv) State of incorporation (if applicable);

   v) The number of employees in the firm;

   vi) Annual revenue of firm;

   vii) Summary of relevant accomplishments

   viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Town of Oyster Bay Department of Public Works

Contact Person Richard T. Betz, Commissioner

Address 150 Miller Place

City/State Syosset, NY 17911

Telephone 516-677-5127

Fax # N/A

E-Mail Address rbetz@oysterbay-ny.gov

Company Town of Hempstead

Contact Person William Rockensies, PE, Commissioner of Engineering

Address 350 Front Street

City/State Hempstead, NY 11550

Telephone 516-489-5000

Fax # 516-489-0024

E-Mail Address wrockensies@tohmail.org

Company Town of North Hempstead Department of Public Works

Contact Person Paul DiMaria, Commissioner

Address 285 Denton Avenue

City/State New Hyde Park, NY 11040

Telephone 516-739-6710

Fax # N/A

E-Mail Address dimariap@northhempsteadny.gov

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Bailey, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12th day of January 2016

Mallory Mae Hoffman
Notary Public

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01HO6220142
Qualified in Suffolk County
Commission Expires April 12, 2018

Name of submitting business: LiRo Engineers, Inc.

By: Michael Bailey, PE
Print name

Signature

Senior Vice President
Title

1/12/16
Date

BUSINESS HISTORY FORM ATTACHMENTS

9.) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by any other business? Yes, affiliates are listed below:

LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
LiRo Architects + Planners, P.C. - Common Ownership and Control
LiRo Architects & Engineers West, P.C. (NJ) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. (CA) - Common Ownership and Control
LiRo Constructors, Inc. - Common Ownership and Control

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.

NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

ATTACHMENTS TO BUSINESS HISTORY FORM

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.

The LiRo Group has grown from a local resident engineering and inspection company to a full-service program/construction management, engineering, architectural and environmental services firm. From the beginning, LiRo has placed a priority on direct, responsive communication with clients. Our commitment to working closely with clients at all project phases has played a significant role in our success – and that of our clients. It's also given us one of the industry's highest repeat business rates.

The LiRo Group is comprised of affiliate firms, which collectively offer our clients a comprehensive, multi-disciplined array of professional services covering a project from initial conceptual design through construction completion. The affiliate firms include: LiRo Program and Construction Management, PE, P.C., LiRo Engineers, Inc., and LiRo Architects + Planners, P.C. Together, The LiRo Group is one of New York's largest privately held engineering, architectural and construction management firms. With offices

in New York, New Jersey and Connecticut, LiRo primarily serves public sector clients throughout the tri-state area.

LiRo is unique in that we offer a broad range of services - architecture, civil, structural, mechanical, electrical, traffic, and environmental engineering - coupled with tight project controls and practical construction knowledge. Currently the firm is ranked among the nation's top 20 construction management firms (*Engineering News Record*).

i. **Date of formation:** 1925

ii. **Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner:**
Rocco L. Trotta, [redacted] Chairman and Sole Owner

iii. **Name, address and position of all officers and directors of the company:**
Rocco L. Trotta, [redacted] Chairman
Luis M. Tormenta, [redacted] CEO and Vice Chairman
Lawrence S. Roberts, [redacted] Senior Vice President, Chief Financial Officer
Michael Burton, [redacted] SVP & National Operations Manager
Michael Bailey, [redacted] Senior Vice President
Richard Schmalz, [redacted] Vice President
Peter Gerbasi, [redacted] Vice President
Robert Kreuzer, [redacted] Vice President
Alfred C. Bereche, [redacted] General Counsel
Lawrence Blond, [redacted] Senior Vice President and General Manager
Michael Rennard, [redacted] Vice President

iv. **State of incorporation:** New York

v. **The number of employees in the firm:** 487

vi. **Annual revenue of the firm:** LiRo Engineers, Inc. 2014 Gross Revenue = $112,597,000

vii. **Summary of relevant accomplishments:**
LiRo is headquartered in Syosset, NY, and continues to serve public and private sector clients ranging from villages and small companies to large state agencies. LiRo has the in-depth experience required to effectively address the requirements and concerns of this project, and is uniquely qualified to provide the expertise necessary to address the goals of this project.

LiRo has completed multiple projects that are the same or very similar to the proposed project. Below is a list of public sector clients for whom LiRo has provided similar work in the past five years.

- Nassau County Department of Public Works
- Town of Hempstead
- Town of Hempstead Department of Sanitation
- Town of Hempstead Department of Parks and Recreation
- Town of North Hempstead Department of Public Works
- Town of Oyster Bay Housing Authority
- Town of Oyster Bay Department of Public Works
- City of Long Beach Department of Public Works
- New York City Department of Transportation
- Suffolk County Department of Public Works
- New York City Police Department
- MTA – Bridges and Tunnels
- New York City Economic Development Corporation
- Westchester County Department of Public Works
- Port Authority of New York and New Jersey
- MTA – Long Island Rail Road
- New York City School Construction authority
- Dormitory Authority of the State of New York
- New York City Health & Hospitals Corporation
- New York City Housing Preservation and Development
- New York City Department of Design & Construction
- New York City Mayor's Office of Environmental Remediation
- New York State Department of Transportation
- New Jersey Turnpike Authority
- New York Public Library
- Empire State Development Corporation
- New York State Homes and Community Renewal
- New York State Thruway Authority
- MTA – New York City Transit
- New York City Housing Authority
- Rochester Housing Authority

viii. **Copies of all state and local licenses and permits:** See attached.

B. Indicate the number of years in business: 90

C. Provide any other information indicating the Proposer's capacity and reliability to perform similar services.

The LiRo Group's staff of 750 professionals includes 96 licensed Professional Engineers and 21 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.

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

LIRO ENGINEERS INC
3 AERIAL WAY
SYOSSET, NY 11791-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2015 TO 12/31/2017.

DOUGLAS E LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011862

JOHN B KING JR
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Michael Bailey, PE
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 3 Aerial Way
   City/state/zip Syosset, Ny 11791
   Telephone [redacted]
   Other present address(es) N/A
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ____/____/____ Treasurer ____/____/____
   Chairman of Board ____/____/____ Shareholder ____/____/____
   Chief Exec. Officer ____/____/____ Secretary ____/____/____
   Chief Financial Officer ____/____/____ Partner ____/____/____
   Vice President 10 / 1 / 06 _____ ____/____/____
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; 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? NO X YES ___ 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? NO X YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Bailey, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12th day of January 20 16

Mallory Mae Hoffman
Notary Public

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01HO6220142
Qualified in Suffolk County
Commission Expires April 12, 2018

LiRo Engineers, Inc.
Name of submitting business

Michael Bailey, PE
Print name

Signature

Senior Vice President
Title

1/12/16
Date

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. 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):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

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.

Dated: 1/7/16

Signed: _____

Print Name: Michael Bailey, PE

Title: Senior Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	LiRo Engineers, Inc.
Address (street/city/state/zip code):	3 Aerial Way, Syosset, NY 11791
Authorized Representative (name/title):	Michael Bailey, PE
Authorized Signature:	
Contract Number:	H62455
Contract/Project Name:	Traffic Signal Expansion Phase 5
Contract/Project Description:	Professional Construction Management/Inspection Services for preconstruction, construction and post construction phases of the County's Traffic Signal Expansion Phase 5 program

Part 2- Projected MBE/WBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	$916,343		80%
Total MBE Dollar Amount	$119,574	MBE Contract Percentage	10%
Total WBE Dollar Amount	$119,574	WBE Contract Percentage	10%
Total Combined M/WBE Dollar Amount	$239,148	Combined M/WBE Contract Percentage	20%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount($) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Haider Engineering, P.C. Address: 91 Toledo Street City: Farmingdale State/Zip Code: NY 11735 Authorized Representative: Syed Haider Telephone No. 631-777-2280	Construction Inspection	Amount ($): 119,574 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: CSM Engineering PC Address: 626 RXR Plaza City: Uniondale State/Zip Code: NY 11556 Authorized Representative: Carolyn Shah Moehringer Telephone No. 516-378-4887	Construction Inspection	Amount ($): 119,574 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LiRo Engineers, Inc.

Address: 3 Aerial Way

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 13-1974950

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __X__Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Rocco L. Trotta, PE, [redacted]
Luis M. Tormenta, PE, [redacted]
Lawrence S. Roberts, [redacted]
Michael Burton, PE, [redacted]
Michael Bailey, PE, [redacted]
Richard Schmalz, PE, [redacted]
Peter Gerbasi, PE, 71 [redacted]
Robert Kreuzer, [redacted]
Alfred C. Bereche, [redacted]
Lawrence Blond, PE, [redacted]
Michael Rennard, PE, [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Rocco L. Trotta, PE, [redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

**LiRo Program and Construction Management, PE P.C. – Common Ownership and Control
LiRo Architects + Planners, P.C. – Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
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LiRo Program and Construction Management, Inc. – Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Control

** Affiliated Company that may participate in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

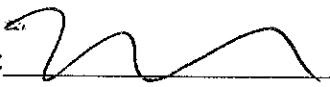
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 1/7/16

Signed: 

Print Name: Michael Bailey, PE

Title: Senior Vice President

The term <u>lobbying</u> shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LiRo Program and Construction Management, PE P.C.

Address: 3 Aerial Way

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 11-3205660

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __X__Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Rocco L. Trotta, PE, [redacted]

Luis M. Tormenta, PE, [redacted]

Lawrence H. Blond, PE, [redacted]

Michael Burton, PE, [redacted]

Michael Bailey, PE, [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Rocco L. Trotta, PE, [redacted]

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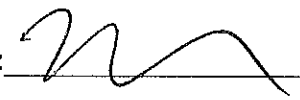
Dated: 1/7/16

Signed: 

Print Name: Michael Bailey, PE

Title: Senior Vice President

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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.

Michael Bailey, PE

Name and Title of Authorized Representative

Signature

m/d/yy

1/7/16

Date

LiRo Engineers, Inc.

Name of Organization

3 Aerial Way, Syosset, NY 11791

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete