



E-174-17

**Contract ID: CFPW17000010****Department: Public Works****Capital: X**

SERVICE: Complete Streets Improvements to Grand Avenue - Design

NIFS ID #: CFPW17000010

NIFS Entry Date: 11-JUL-17

Term: from 31-AUG-17 to 31-JAN-19

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

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

<b>Vendor Info:</b>	
Name: <b>LiRo Engineering and Surveyors</b>	Vendor ID#: <b>131974950</b>
Address: 3 Aerial Way, Syosset, NY 11791	Contact Person: Abid Ansari, P.E.
	Phone: 516-938-5476

<b>Department:</b>	
Contact Name: Sean Sallie	
Address: 1194 Prospect Avenue Westbury, NY 11590	
Phone: 516-571-9342	

**Routing Slip**

Department	NIFS Entry: X	11-JUL-17 -- LDIONISIO
Department	NIFS Approval: X	12-JUL-17 -- KARNOLD
DPW	Capital Fund Approved: X	12-JUL-17 -- KARNOLD
OMB	NIFA Approval: X	18-JUL-17 -- RDALLEVA
OMB	NIFS Approval: X	17-JUL-17 -- MVOCATURA
County Atty.	Insurance Verification: X	13-JUL-17 -- AAMATO
County Atty.	Approval to Form: X	13-JUL-17 -- NSARANDIS
Dep. CE	Approval: X	31-JUL-17 -- CRIBANDO

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>19-JUL-17 -- MREYNOLDS</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> Engineering Consultants shall prepare a comprehensive Complete Streets Technical Design Report and 100% detailed design drawings for complete streets improvements along Grand Avenue from Merrick Road to Stanton Avenue in Baldwin, Town of Hempstead. The detailed design will integrate traffic calming and pedestrian/non-motorized vehicle accessibility improvements with the installation green infrastructure solutions, where feasible. This project is partially funded through a NYS CFA Grant.		
<b>Method of Procurement:</b> Request for Proposal (RFP)		
<b>Procurement History:</b> The subject Contract was negotiated after a written request for proposals was issued on January 6, 2017. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, and by publication on the County procurement website. Four addenda to the RFP were issued on the following dates: January 11, 2017 (Addendum #1), February 1, 2017 (Addendum #2), February 7, 2017 (Addendum #3) and February 9, 2017 (Addendum #4). On February 13, 2017, proposals from seven (7) entities were received. Firms that submitted proposals include: Cameron Engineering & Associates, LLP (Cameron), De Bruin Engineering, P.C. (de Bruin), GEB Engineers (GEB), GPI Greenman-Pedersen, Inc. (GPI), LiRo Engineering, Inc. (LiRo), Nelson & Pope Engineers and Surveyors (N&P), and Stantec Consulting Services (Stantec). The evaluation committee consisted of: Richard Millet, Chief Deputy Commissioner, Kenneth Arnold P.E., Assistant to Commissioner, Harold Lutz, P.E., Director of Traffic Engineering, Sean Sallie, AICP, Planning Division Supervisor, and Donna Boyle, P.E., Civil Engineer III. The proposals were scored and ranked. In-person interviews were held with the highest ranked firms, LiRo and GPI. As a result of the final scoring and ranking, LiRo received the highest technical score.		
<b>Description of General Provisions:</b> The project is intended to design traffic calming and pedestrian safety improvements along Grand Avenue from Merrick Road to Stanton Avenue. The Contract requires the consultant to design improvements and modifications to the Grand Avenue project corridor based on detailed recommendations issued as part of the 2016 Grand Avenue Complete Streets Traffic Study.		
<b>Impact on Funding / Price Analysis:</b> This contract is partially funded through a 2015 NYS CFA capital projects grant up to an amount of \$135,000.00. The proposed term of the Agreement is eighteen (18) months. The Department of Public Works shall have the right to extend this Agreement for a period of up to one (1) year. The contract fee shall not exceed \$750,000.00.		
<b>Change in Contract from Prior Procurement:</b> N/A		
<b>Recommendation:</b> (approve as submitted) Approve as submitted		

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	62	Revenue		1	PWCAPCAP/62900/00002	\$ 750,000.00
Resp:	900	Contract:				\$ 0.00
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:	CF	Federal	\$ 0.00			\$ 0.00
Project #:	62900	State	\$ 0.00			

Detail:	000	Capital	\$ 750,000.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 750,000.00			\$ 0.00
					TOTAL	\$ 750,000.00
RENEWAL						
% Increase						
% Decrease						

# NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** LiRo Engineering and Surveyors

2. **Dollar amount requiring NIFA approval:** \$750000

**Amount to be encumbered:** \$750000

This is a New

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

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

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

3. **Contract Term:** 8/17 - 1/19

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

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)

X Grant Fund (GRT)

X Capital Improvement Fund (CAP)

Other

Federal % 0

State % 82

County % 18

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

Y

Has NIFA approved the borrowing for this contract?

Y

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

Engineering Consultants shall prepare a comprehensive Complete Streets Technical Design Report and 100% detailed design drawings for complete streets improvements along Grand Avenue from Merrick Road to Stanton Avenue in Baldwin, Town of Hempstead. The detailed design will integrate traffic calming and pedestrian&#x2F;non-motorized vehicle accessibility improvements with the installation green infrastructure solutions, where feasible. This project is partially funded through a NYS CFA Grant.

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

Nassau County Attorney as to form

Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

RDALLEVA

18-JUL-17

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

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

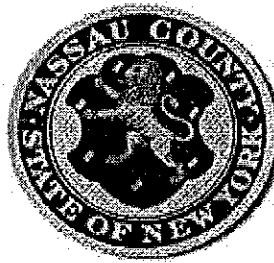
RULES RESOLUTION NO.    – 2017

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 LIRO ENGINEERS, INC.

WHEREAS, the County has negotiated a personal services agreement with Liro Engineers, Inc. for design services in connection with the Complete Streets Improvements to Grand Avenue, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with 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: LiRo Engineers and Surveyors

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 January 6, 2017. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, and by publication on the County procurement website. Proposals were due on February 13, 2017. Seven (7) proposals were received and evaluated. The evaluation committee consisted of: Richard Millet, Chief Deputy Commissioner, NCDPW, Kenneth Arnold, Assistant to the Commissioner, NCDPW, Harold Lutz, Director of Traffic Engineering, NCDPW, Sean Sallie, Planning Supervisor, NCDPW, and Donna Boyle, Civil Engineer III, NCDPW. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.



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

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

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

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

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

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

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

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

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

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

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

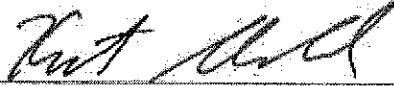
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature  
7/11/17  
\_\_\_\_\_  
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.

## APPENDIX L



### COUNTY OF NASSAU

#### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Yes - Friends of Ed Mangano and Friends of Norma Gonsolves

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

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

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

Vendor: LiRo Engineers, Inc.

Dated: 5/3/17

Signed:

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NO/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):

NO/NONE

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

NO/NONE

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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.**

NO/NONE

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

NO/NONE

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

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

NO/NONE

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

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

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

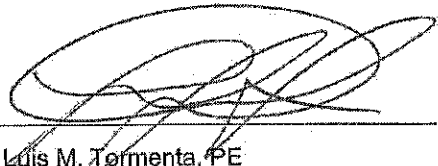
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5/10/17

Signed:

Print Name:

Title:

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

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

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Rocco L. Trotta  
Date of birth                       
Home address                       
City/state/zip                       
Business address 3 Aerial Way  
City/state/zip Syosset, NY 11791  
Telephone                       
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 10 / 20 / 97 Shareholder 10 / 20 / 97  
Chief Exec. Officer      /      /      Secretary      /      /       
Chief Financial Officer      /      /      Partner      /      /       
Vice President      /      /      /      /       
(Other)
3. Do you have an equity interest in the business submitting the questionnaire? YES X NO      If Yes, provide details. 100% Ownership
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES X NO      If Yes, provide details. See attached.
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? YES X NO     ; If Yes, provide details. See attached



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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES        NO X 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? YES        NO X 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? YES        NO X 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? YES        NO X 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? YES        NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES        NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES        NO X 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? YES        NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES X NO \_\_\_\_ If Yes; provide details for each such investigation. See attached.
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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Rocco Trotta, 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 10<sup>th</sup> day of May 2017

Notary Public



SONIA ROBAYO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01RO6119011  
Qualified in Queens County 2020  
My Commission Expires November 22, 2016

Name of submitting business

Rocco Trotta, PE

Print name

Signature

  
Chairman

Title

5 / 10 / 17  
Date

**Question 4**

Rocco L. Trotta, PE in his capacity as Owner of the Submitting Vendor has issued a personal guarantee on the Submitting Vendor's working capital line of credit with [REDACTED]. The maximum amount of the line of credit is [REDACTED] and guaranteed personally by Mr. Trotta.

**Question 5**

Mr. Trotta is the owner of the following affiliated companies:

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  
James LaSala & Associates - Common Ownership and Control

**Question 6**

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

**Question 10****NYCHA Roofing**

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.

**High Tower**

On February 7, 2013, LiRo Program & Construction Management, P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve prevailing wage violations against High Tower Construction Group, Inc. in connection with work performed by Hightower on a DDC project in 2005. LiRo provided Construction Management Services for capital projects pertaining to various EMS stations. LiRo hired THC Realty Development, L.P. who then subcontracted to High Tower to perform brickwork on the project in November 2005. High Tower misclassified its employees and as a result failed to pay the prevailing rate of wages and benefits to several workers on this sub-contract. Efforts to locate THC Realty were unsuccessful and High Tower is no longer conducting any business activity. Accordingly, LiRo is the only viable party capable of satisfying High Tower's financial obligation as required by Labor Law Section 223 and agreed to pay \$45,595.51 to satisfy High Tower's underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Luis M. Tormenta  
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 09 / 29 / 06 Secretary     /     /      
Chief Financial Officer     /     /     Partner     /     /      
Vice President     /     /     Chief Operating Officer 05 / 15 / 2000  
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO X 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? YES X NO    ;  
If Yes, provide details. See attached

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If Yes, provide 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES X NO \_\_\_\_ If Yes, provide details for each such investigation. See attached
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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

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I, Luis M. Tormenta, 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 27<sup>th</sup> day of June 2017

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

Luis M. Tormenta, PE

\_\_\_\_\_  
Print name

[Signature]  
Signature

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Title

6, 27, 2017  
Date



**Question 5**

Mr. Tormenta is an officer of the following affiliated companies:

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

**Question 6**

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

**Question 10****NYCHA Roofing**

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.

**SA HVAC**

LiRo Program & Construction Management, P.C. ("LIRO") and S.A. HVAC, Inc. ("S.A.") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York on October 26, 2011. The settlement resolved prevailing wage violations pending against S.A. as a result of work that S.A. performed on New York City Department of Design & Construction ("DDC") contract #20030012929. LIRO provided Construction Management and Build Services for capital projects pertaining to DDC's Fire Department portfolio. LIRO hired S.A. through a NYC-sanctioned prequalified bidding process to perform heating ventilation and air conditioning work for the period from January 2008 to January 2009. S.A. failed to pay the prevailing rate of wages and benefits to four workers on this sub-contract. S.A. accepts the Comptroller's determination that its failure to pay steamfitter wages and benefits constituted a willful violation for the purposes of Labor Law Section 220-b (3) (b). Accordingly, S.A. agreed to pay the City and the employees a total of \$204,604.81, which includes the underpayments, interest, and a 10% civil penalty. To the extent that S.A. does not make full restitution, LIRO acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LIRO's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3) (b). Full restitution has been made by S.A. as required.

**High Tower**

On February 7, 2013, LiRo Program & Construction Management, P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve prevailing wage violations against High Tower Construction Group, Inc. in connection with work performed by Hightower

on a DDC project in 2005. LiRo provided Construction Management Services for capital projects pertaining to various EMS stations. LiRo hired THC Realty Development, L.P. who then subcontracted to High Tower to perform brickwork on the project in November 2005. High Tower misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers on this sub-contract. Efforts to locate THC Realty were unsuccessful and High Tower is no longer conducting any business activity. Accordingly, LiRo is the only viable party capable of satisfying High Tower's financial obligation as required by Labor Law Section 223 and agreed to pay \$45,595.51 to satisfy High Tower's underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Alfred Bereche  
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 03 / 23 / 11  
Chief Financial Officer     /     /     Partner     /     /      
Vice President 12 / 01 / 15     /     /      
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO X 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? YES X NO    ;  
If Yes, provide details. An officer of LIRo Program and Construction Management, Inc.,  
and LIRo Constructors, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO \_\_\_\_  
If Yes, provide details. All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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?  
YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Alfred Bereche, 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 27<sup>th</sup> day of June 2017

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

Alfred Bereche

\_\_\_\_\_  
Print name

[Signature]  
Signature

\_\_\_\_\_  
Secretary/General Counsel

\_\_\_\_\_  
Title

6/27/17  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Lawrence H. Blond  
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    /   /     
Vice President    /   /    Senior Vice President 09 / 01 / 06  
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO X 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? YES X NO      
If Yes, provide details. Officer of LIRO Program and Construction Management, PE P.C.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO       
If Yes, provide details. All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES      NO X 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? YES      NO X 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? YES      NO X 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? YES      NO X 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? YES      NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES      NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES      NO X 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? YES      NO X 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?  
YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES X NO \_\_\_\_ If Yes; provide details for each such investigation. See attached.
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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

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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 27<sup>th</sup> day of June 2017

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

Lawrence H. Blond, PE

\_\_\_\_\_  
Print name

[Signature]  
Signature

\_\_\_\_\_  
Senior Vice President

\_\_\_\_\_  
Title

6, 27, 17  
Date

## **Question 10**

### **NYCHA Roofing**

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.

### **SA HVAC**

LiRo Program & Construction Management, P.C. ("LIRO") and S.A. HVAC, Inc. ("S.A.") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York on October 26, 2011. The settlement resolved prevailing wage violations pending against S.A. as a result of work that S.A. performed on New York City Department of Design & Construction ("DDC") contract #20030012929. LIRO provided Construction Management and Build Services for capital projects pertaining to DDC's Fire Department portfolio. LIRO hired S.A. through a NYC-sanctioned prequalified bidding process to perform heating ventilation and air conditioning work for the period from January 2008 to January 2009. S.A. failed to pay the prevailing rate of wages and benefits to four workers on this sub-contract. S.A. accepts the Comptroller's determination that its failure to pay steamfitter wages and benefits constituted a willful violation for the purposes of Labor Law Section 220-b (3) (b). Accordingly, S.A. agreed to pay the City and the employees a total of \$204,604.81, which includes the underpayments, interest, and a 10% civil penalty. To the extent that S.A. does not make full restitution, LIRO acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LIRO's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3) (b). Full restitution has been made by S.A. as required.

### **High Tower**

On February 7, 2013, LiRo Program & Construction Management, P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve prevailing wage violations against High Tower Construction Group, Inc. in connection with work performed by Hightower on a DDC project in 2005. LIRO provided Construction Management Services for capital projects pertaining to various EMS stations. LiRo hired THC Realty Development, L.P. who then subcontracted to High Tower to perform brickwork on the project in November 2005. High Tower misclassified its employees and as a result failed to pay the prevailing rate of wages and benefits to several workers on this sub-contract. Efforts to locate THC Realty were unsuccessful and High Tower is no longer conducting any business activity. Accordingly, LiRo is the only viable party capable of satisfying High Tower's financial obligation as required by Labor Law Section 223 and agreed to pay \$45,595.51 to satisfy High Tower's underpayment obligation. LIRO acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LIRO's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Lawrence Roberts  
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 01 / 11 / 99 Partner     /     /      
Vice President     /     /     /     /     /      
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO X 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? YES X NO      
If Yes, provide details. An officer of LiRo Program and Construction Management, Inc., and LiRo Constructors, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO       
If Yes, provide details. The affiliate companies have had numerous contracts with various Nassau County,

Suffolk County, New York City and New York State agencies.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES      NO X 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? YES      NO X 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? YES      NO X 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? YES      NO X 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? YES      NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES      NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES      NO X 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? YES      NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

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I, Lawrence Roberts, 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 27 day of June 2017

Mallory Mae Hoffman  
Notary Public

MALLORY MAE HOFFMAN  
Notary Public, State of New York  
No. 01HO6220142  
Qualified in Suffolk County  
Commission Expires April 12, 2014

LiRo Engineers, Inc.

\_\_\_\_\_  
Name of submitting business

Lawrence Roberts

\_\_\_\_\_  
Print name

Lawrence Roberts  
Signature

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Title

10 / 27 / 2017  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Michael Burton  
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     /     /      
Vice President     /     /     Senior Vice President 03 / 16 / 09  
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO X 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? YES X NO    ;  
If Yes, provide details. See attached.



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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If Yes, provide 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES X NO \_\_\_\_ If Yes; provide details for each such investigation. See attached.
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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X If Yes, provide details for each such year.

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I, Michael Burton, 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 27<sup>th</sup> day of June 2017

Mallory Mae Hyff  
Notary Public

MALLORY MAE HOFFMAN  
Notary Public, State of New York  
No. 01HO6220142  
Qualified in Suffolk County  
Commission Expires April 12, 2014

LiRo Engineers, Inc.

\_\_\_\_\_  
Name of submitting business

Michael Burton, PE

\_\_\_\_\_  
Print name

[Signature]  
Signature

\_\_\_\_\_  
Senior Vice President

\_\_\_\_\_  
Title

6, 27, 2017  
Date

**Question 5**

Mr. Burton is an officer for the following affiliated companies:

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 Controls

**Question 6**

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

**Question 10****NYCHA Roofing**

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.

**SA HVAC**

LiRo Program & Construction Management, P.C. ("LIRO") and S.A. HVAC, Inc. ("S.A.") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York on October 26, 2011. The settlement resolved prevailing wage violations pending against S.A. as a result of work that S.A. performed on New York City Department of Design & Construction ("DDC") contract #20030012929. LIRO provided Construction Management and Build Services for capital projects pertaining to DDC's Fire Department portfolio. LIRO hired S.A. through a NYC-sanctioned prequalified bidding process to perform heating ventilation and air conditioning work for the period from January 2008 to January 2009. S.A. failed to pay the prevailing rate of wages and benefits to four workers on this sub-contract. S.A. accepts the Comptroller's determination that its failure to pay steamfitter wages and benefits constituted a willful violation for the purposes of Labor Law Section 220-b (3) (b). Accordingly, S.A. agreed to pay the City and the employees a total of \$204,604.81, which includes the underpayments, interest, and a 10% civil penalty. To the extent that S.A. does not make full restitution, LIRO acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LIRO's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3) (b). Full restitution has been made by S.A. as required.

#### High Tower

On February 7, 2013, LiRo Program & Construction Management, P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve prevailing wage violations against High Tower Construction Group, Inc. in connection with work performed by Hightower on a DDC project in 2005. LiRo provided Construction Management Services for capital projects pertaining to various EMS stations. LiRo hired THC Realty Development, L.P. who then subcontracted to High Tower to perform brickwork on the project in November 2005. High Tower misclassified its employees and as a result failed to pay the prevailing rate of wages and benefits to several workers on this sub-contract. Efforts to locate THC Realty were unsuccessful and High Tower is no longer conducting any business activity. Accordingly, LiRo is the only viable party capable of satisfying High Tower's financial obligation as required by Labor Law Section 223 and agreed to pay \$45,595.51 to satisfy High Tower's underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

## PRINCIPAL QUESTIONNAIRE FORM

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

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1. Principal Name Michael Bailey  
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     /     /      
Vice President     /     /     Senior Vice President 10 / 01 / 06  
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO X 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? YES X NO     ;  
If Yes, provide details. Officer of LIRO Program and Construction Management, PE P.C.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO \_\_\_\_  
If Yes, provide details. The affiliate company has had numerous contracts with various Nassau County,

Suffolk County, New York City and New York State agencies.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
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- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES X NO \_\_\_\_ If Yes; provide details for each such investigation. See attached.
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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X If Yes, provide details for each such year.



**CERTIFICATION**

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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 27<sup>th</sup> day of June 2017

Mallory Mae Hoffman  
Notary Public

MALLORY MAE HOFFMAN  
Notary Public, State of New York  
No. 01HQ6220142  
Qualified in Suffolk County  
Commission Expires April 12, 2018

LiRo Engineers, Inc.

\_\_\_\_\_  
Name of submitting business

Michael Bailey, PE

\_\_\_\_\_  
Print name

[Signature]  
Signature

\_\_\_\_\_  
Senior Vice President

\_\_\_\_\_  
Title

6 127 117  
Date

## **Question 10**

### **NYCHA Roofing**

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.

### **SA HVAC**

LiRo Program & Construction Management, P.C. ("LIRO") and S.A. HVAC, Inc. ("S.A.") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York on October 26, 2011. The settlement resolved prevailing wage violations pending against S.A. as a result of work that S.A. performed on New York City Department of Design & Construction ("DDC") contract #20030012929. LIRO provided Construction Management and Build Services for capital projects pertaining to DDC's Fire Department portfolio. LIRO hired S.A. through a NYC-sanctioned prequalified bidding process to perform heating ventilation and air conditioning work for the period from January 2008 to January 2009. S.A. failed to pay the prevailing rate of wages and benefits to four workers on this sub-contract. S.A. accepts the Comptroller's determination that its failure to pay steamfitter wages and benefits constituted a willful violation for the purposes of Labor Law Section 220-b (3) (b). Accordingly, S.A. agreed to pay the City and the employees a total of \$204,604.81, which includes the underpayments, interest, and a 10% civil penalty. To the extent that S.A. does not make full restitution, LIRO acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LIRO's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3) (b). Full restitution has been made by S.A. as required.

### **High Tower**

On February 7, 2013, LiRo Program & Construction Management, P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve prevailing wage violations against High Tower Construction Group, Inc. in connection with work performed by Hightower on a DDC project in 2005. LiRo provided Construction Management Services for capital projects pertaining to various EMS stations. LiRo hired THC Realty Development, L.P. who then subcontracted to High Tower to perform brickwork on the project in November 2005. High Tower misclassified its employees and as a result failed to pay the prevailing rate of wages and benefits to several workers on this sub-contract. Efforts to locate THC Realty were unsuccessful and High Tower is no longer conducting any business activity. Accordingly, LiRo is the only viable party capable of satisfying High Tower's financial obligation as required by Labor Law Section 223 and agreed to pay \$45,595.51 to satisfy High Tower's underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Michael Rennard  
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     /     /      
Vice President 03 / 25 / 13     /     /      
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO X 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? YES X NO    ;  
If Yes, provide details. Officer of LiRo Architects + Planners, P.C.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO       
If Yes, provide details. The affiliate company has had numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES      NO X 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? YES      NO X 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? YES      NO X 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? YES      NO X 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? YES      NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES      NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES      NO X 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? YES      NO X 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?  
YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

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I, Michael Rennard, 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 27 day of JUNE 2017

Mallory Mae Hoff  
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 Rennard, PE

Print name

Michael Rennard  
Signature

Vice President

Title

6, 27, 2017  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Michael Smith  
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     /     /      
Vice President 8 / 6 / 16     /     /      
(Other)
3. Do you have an equity interest in the business submitting the questionnaire? YES     NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO X 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? YES     NO X If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO \_\_\_\_  
If Yes, provide details. All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
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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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X If Yes, provide details for each such year.

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I, Michael Smith, 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 27<sup>th</sup> day of June 2017

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 Smith

\_\_\_\_\_  
Print name

[Signature]  
Signature

Vice President

\_\_\_\_\_  
Title

6/27/2017  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Peter Gerbasi  
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     /     /      
Vice President 09 / 24 / 2007  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO X 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? YES     NO X ;  
If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

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I, Peter Gerbasi, 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 27<sup>th</sup> day of June 2017

Mallory Mae Hoff  
Notary Public

LiRo Engineers, Inc.

Name of submitting business

Peter Gerbasi, PE

Print name

  
Signature

Vice President

Title

6, 27, 2017  
Date

MALLORY MAE HOFFMAN  
Notary Public, State of New York  
No. 01HO6220142  
Qualified in Suffolk County  
Commission Expires April 12, 2018

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Robert Kreuzer  
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     /     /      
Vice President 09 / 01 / 2007  
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO X 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? YES     NO X;  
If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robert Kreuzer, 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 27<sup>th</sup> day of June 2017

Mallory Mae Hoff  
Notary Public

LiRo Engineers, Inc.

\_\_\_\_\_  
Name of submitting business

Robert Kreuzer

\_\_\_\_\_  
Print name

Robert Kreuzer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Title

6 / 27 / 2017  
Date

### Business History Form

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

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

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

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

Date: 5/10/17

1) 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: [REDACTED]

5) Federal I.D. Number: [REDACTED]

6) The 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 x No      If Yes, please provide details: LiRo Engineers, Inc. shares office space, staff and equipment expenses with its affiliates: LiRo Architects + Planners, PC and LiRo Program and Construction Management, PE P.C.

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 ☒ No ☐ If Yes, provide details. See attached
- 
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). \_\_\_\_\_
- 
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 
- 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. 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? Yes ☐ No ☒ If Yes, provide details for each such charge. To the best of our knowledge
- 
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. To the best of our knowledge
- 
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_\_ No x 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? Yes        No <sup>x</sup> If Yes, provide details for each such occurrence. To the best of our knowledge

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

**17) Conflict of Interest:**

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

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

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  
No conflict exists, to the best of our knowledge

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.

Rev. 3/2016

- 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.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; 4/1925
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; see attached
- iii) Name, address and position of all officers and directors of the company; see attached
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 487
- vi) Annual revenue of firm; [REDACTED]
- vii) Summary of relevant accomplishments See attached and relevant experience proposal section
- viii) Copies of all state and local licenses and permits. See attached

B. Indicate number of years in business. 92

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

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

Company Suffolk County Department of Public Works

Contact Person Gilbert Anderson ,PE, Commissioner

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone 631-852-4010

Fax # 631-852-4165

E-Mail Address gilbert.anderson@suffolkcountyny.gov

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

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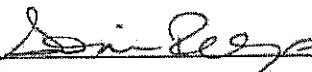
Company Town of Oyster Bay Department of Public Works, Department of Highway  
Contact Person Richard Betz, Commissioner  
Address 150 Miller Place  
City/State Syosset, NY 11791  
Telephone 516-677-5935  
Fax # 516-677-5878  
E-Mail Address rbetz@oysterbay-ny.gov

**CERTIFICATION**

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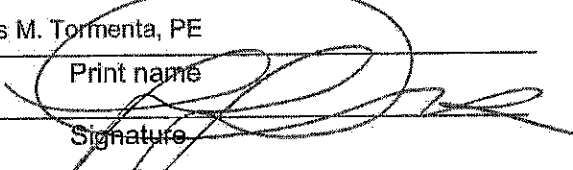
I, Luis M. Tormenta, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; 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 10<sup>th</sup> day of May 2017

  
Notary Public

SONIA ROBAYO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01RO6119011  
Qualified in Queens County 2020  
My Commission Expires November 22, 2016

Name of submitting business: LiRo Engineers, Inc.

By: Luis M. Tormenta, PE  
Print name  
  
Signature  
Chief Executive Officer  
Title

5 / 10 / 17  
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  
James LaSala & Associates – 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**

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.

### **High Tower**

On February 7, 2013, LiRo Program & Construction Management, P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve prevailing wage violations against High Tower Construction Group, Inc. in connection with work performed by Hightower on a DDC project in 2005. LiRo provided Construction Management Services for capital projects pertaining to various EMS stations. LiRo hired THC Realty Development, L.P. who then subcontracted to High Tower to perform brickwork on the project in November 2005. High Tower misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers on this sub-contract. Efforts to locate THC Realty were unsuccessful and High Tower is no longer conducting any business activity. Accordingly, LiRo is the only viable party capable of satisfying High Tower's financial obligation as required by Labor Law Section 223 and agreed to pay \$45,595.51 to satisfy High Tower's underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is 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], Sr Vice President, CFO  
Michael Burton, [REDACTED], SVP & National Operations Manager  
Michael Bailey, [REDACTED], Senior 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



Michael Smith, [REDACTED], Vice President

- iv. **State of incorporation:** New York
- v. **The number of employees in the firm:** LiRo Engineers, Inc. 487; The LiRo Group total -815
- vi. **Annual revenue of the firm:** LiRo Engineers, Inc. [REDACTED] [REDACTED]
- 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: 92**

**C. Provide any other information indicating the Proposer's capacity and reliability to perform similar services.**

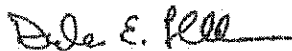
The LiRo Group's staff of 815 professionals includes 101 licensed Professional Engineers and 24 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele 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

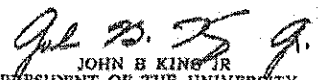
**LIRO ENGINEERS INC  
3 AERIAL WAY  
SYOSSET, NY 11791-0000**

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

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: [REDACTED]
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):

Rocco L. Trotta, PE, [REDACTED]  
Luis M. Tormenta, PE, [REDACTED]  
Lawrence S. Roberts, [REDACTED]  
Michael Burton, PE, [REDACTED]  
Michael Bailey, PE, [REDACTED]  
Peter Gerbasi, PE, [REDACTED]  
Robert Kreuzer, [REDACTED]  
Alfred C. Bereche, [REDACTED]  
Lawrence Blond, PE, [REDACTED]  
Michael Rennard, PE, [REDACTED]  
Michael Smith, 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 shareholders/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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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

James LaSala & Associates - Common Ownership and Control

Please Note: None of the affiliated companies will be participating 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):

NO/NONE

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Page 3 of 4

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

NO/NONE

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

NO/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.

Signed: 

5/15/17

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



Nassau County, NEW YORK

## **Contract for Services**

For

**Complete Streets Improvements to Grand Avenue**

June, 2017

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Appendix D .....	Standards for Public Outreach and Meetings
Appendix E.....	Standards for Preparing and Submitting Deliverables
Appendix F.....	DELETED
Appendix G .....	Business History Form
Appendix H .....	Principal Questionnaire Form
Appendix I.....	DELETED
Appendix J .....	(Appendix EE) Equal Employment Opportunities for Minorities and Women
Appendix K .....	Nassau County GIS Basemap License Agreement
Appendix L .....	Exhibit A - Nassau County Political Campaign Contribution Disclosure Form
	Exhibit B - Nassau County Lobbyist Registration Statement
Appendix M .....	Executive Order No. 2 – 2015
Appendix N .....	County Of Nassau Consultants, Contractor’s And Vendor’s Disclosure Form
Appendix O.....	USDOJ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Appendix P .....	M/WBE Utilization Plan

**Exhibit A**  
**Detailed Scope and Budget**  
**Complete Streets Improvements to Grand Avenue**  
**Basic Services of the Firm**

**I. SCOPE OF SERVICES**

Upon County approval, the Consultant (also referred to as "Firm" or "Contractor") agrees to perform all the usual and necessary design services in connection with the preparation of a Technical Design Report, traffic and pedestrian signal progression schemes, site survey, final plans and specifications, and cost estimates for the Complete Streets Improvements to Grand Avenue Project, as guided by the Traffic Study (See <https://www.nassaucountyny.gov/4257/Grand-AveBaldwin-Complete-Streets-Traffi?activeLiveTab=widgets>). The project limits include Grand Avenue, Baldwin, from Merrick Road to Stanton Avenue. All intersection approaches within the corridor shall also be considered part of the project limits.

1. The deliverables for this proposal include a Grand Avenue Complete Streets Improvements Technical Design Report and preparation of 100% detailed design drawings. The design drawings shall be prepared in accordance with New York State Specifications with County items.

2. For each submittal, the submitted documents shall be furnished in printed and electronic format. Unless a lesser quantity is acceptable to the County, furnish ten, full-sized printed copies (on bond paper) for each submittal, and furnish electronic copy transmitted in form mutually acceptable to the Consultant (e.g., compact disc, thumb-drive, or transmitted via e-mail or ftp: site). Electronic copies shall be in both portable document format (PDF) and native file format, unless otherwise agreed upon by the Consultant. The County shall have the required number of sets of bid documents printed without the assistance of the Consultant.

3. Design Milestone Delivery Dates: The Technical Design Report with preferred alternative shall be completed within 80 calendar days of the County's authorization to begin services (NTP). A minimum of two weeks of review time for each design submittal package shall be accounted for in the project schedule. Below are the milestone dates; the County may impose penalties for non-compliance.

▪ Milestone #1:	80% Technical Design Report	45 days from NTP
▪ Milestone #2:	Final Technical Design Report	80 days from NTP
▪ Milestone #3:	40% Conceptual Design	150 days from NTP
▪ Milestone #4:	80% Preliminary Design	230 days from NTP
▪ Milestone #5:	Final Design	300 days from NTP

4. Based upon the Scope of Services, the Consultant shall prepare project design documents (including drawings, specifications, calculations, evaluations and construction cost estimates) in consultation with the County. All project documentation, policies and procedures at a minimum shall follow the New York State Procedures for Locally Administered Federal Aid Projects (PLAFAP). Refer to the attachments of this RFP for additional details. The deliverable shall be a complete set of drawings and specifications stamped and signed by a New York State Professional Engineer.

The Consultant shall prepare the following two (2) design versions for each submission:

- I. **Short-Term Implementation:** Road Diet and traffic calming/safety improvements utilizing low-cost methods, including, but not limited to: striping, temporary street furniture/plantings and wayfinding and speed control signage; and,

**II. Long-Term Implementation:** Road Diet and traffic calming/safety improvements utilizing permanent construction methods, including, but not limited to: concrete curbing, drainage and streetscaping.

In additions to the traffic data previously conducted for the Grand Avenue Complete Streets Traffic Study, the Consultant will collect data at unsignalized side streets/driveway intersections. The data will be utilized to analyze traffic operations in greater detail and develop effective traffic simulation models for Grand Avenue between Merrick Road and Milburn Avenue to evaluate existing and future no-build and build conditions with recommended improvement measures, particularly Road Diet.

Traffic data will be collected in compliance with the most recent version of New York State's Traffic Monitoring Standards for Contractual Agreements. All ATR data will be submitted to the County in NYSDOT format for processing.

Based on the updated traffic data, the Consultant shall incorporate projections to establish the anticipated conditions for the future 2024 horizon year. Following the previous study, this will include normal growth in traffic as well as any future planned and anticipated developments in the area that can alter the traffic conditions along the corridor. The analysis will be done in consultation with the County, and will consider historical data, growth rates, and the data collected as part of the Grand Avenue Complete Streets Traffic Study. The growth rate will be approved by the County prior to use in the projections.

Using the updated traffic data, The Consultant will update the existing and future no-build and build conditions capacity and level of service analyses conducted as part of the antecedent Grand Avenue Complete Streets Traffic Study. In addition, the Consultant will develop, calibrate and validate a micro-simulation traffic model in AIMSUN platform for Grand Avenue between Merrick Road and Milburn Avenue. The model will be used to evaluate the existing and future no-build and build conditions and to assess the effectiveness of Complete Streets Improvements, particularly a road diet.

Based on the updated data, analyses and micro-simulation results, Complete Streets Improvement options for Grand Avenue will be assessed and finalized, and a preferred alternative will be recommended for development of design plans for implementation. The Technical Design Report will include all analysis and evaluation data, methodology, results and findings, along with Complete Streets Improvement measures recommended in the preferred alternative and its benefits. Draft and Final versions of the Technical Design Report will be submitted to the County for review, comments and approval.

Final design of proposed improvements will commence upon acceptance of the Technical Design Report and the issuance of Design Approval. Contract drawings presenting the proposed construction and details of the work and specifications will be developed in accordance with standard County procedures and guidelines.

When requested in writing by the County, the Consultant will provide general construction support services to include the checking and approving of construction drawings, shop and erection drawings, schedules and other submissions for conformance with the design concept of the project and requirements of the contract documents, bid breakdowns, change order requests, disputed work and any other such items. As-built drawings showing all field changes for each construction contract of the project will be prepared. All work will be in accordance with the current practice of the Nassau County Department of Public Works. The as-builts will be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

Progress and coordination meetings will be held with the County regularly throughout the duration of this project. The Consultant will meet with the County project liaison early in the process to discuss the objectives of the project and establish protocols.

As part of the development of construction documents, the Consultant will prepare an Erosion and Sediment Control Plans, details and specifications for temporary soil erosion and sedimentation control practices in conformance with the most current version of the New York State Stormwater Management Design Manual and Nassau County specifications.

**Division I**  
**Technical Design Report**

**A. Technical Design Report and Meetings**

The preparation of a Technical Design Report (TDR) will consist of updating traffic data and analyses presented in the Grand Avenue Complete Streets Traffic Study report. Additional data at the unsignalized intersections/driveways will be collected and analyzed and traffic simulation models will be prepared to evaluate the operation under the existing future no-build and build scenarios. Feasibility and effectiveness of the improvement measures will be evaluated in further detail, particularly for the Road Diet and setting up its limits. The data and analyses will be presented, along with the recommendations for the preferred improvement measures for implementation, in the TDR.

**A. The TDR will include the following components:**

1. Automatic Traffic Recorder (ATR) counts will be collected at six key location along Grand Avenue, following the Grand Avenue Complete Streets Traffic Study. In addition, ATR counts will be collected along Brooklyn Avenue, which will be utilized to further study and conduct warrant analyses for installing a traffic signal at the Brooklyn Avenue and Grand Avenue intersection. The evaluation will be based on Federal MUTCD and its NYS Supplement and Nassau County guidelines. Continuous ATR counts will be collected for one full week. Vehicle classification and speed data will be collected, along with the volume counts.

Turning movement counts will be at all 12 signalized intersections along Grand Avenue. In addition, turning movement counts will be collected at the unsignalized intersections/driveways on Grand Avenue between Merrick Road and Milburn Avenue (up to 12 locations are assumed for cost estimates). The counts will be collected on a typical midweek day during morning (7AM - 9AM), midday (11AM - 1PM) and evening (2PM - 6PM), and on a Saturday during midday (11AM - 2PM) peak periods. The counts will include pedestrians, bicycles and vehicle classification. The counts will be collected by using video technology, which gives flexibility to summarize and reduce the data to pedestrian, bicycle and vehicle classification counts.

Traffic volume data collected will be reviewed, summarized and tabulated, and peak hour flows will be updated for analysis. The existing volumes will be projected to establish the future 2024 conditions for no-build and build analyses. Utilizing the updated data, intersection capacity and level of service analyses will be updated for the existing and future no-build and build conditions for the 12 key signalized intersections analyzed in the Grand Avenue Complete Streets Traffic Study.

2. In addition to aforementioned signalized intersections, curb-cut/driveways and unsignalized intersections within the Road Diet segments of Grand Avenue will be analyzed and modeled for potential impacts to level of service under the Road Diet scenario.
3. Visual aids will be prepared to assist in presentation and communicating the benefits of Complete Streets measures recommended for implementation under build conditions, such as Road Diet and bump-outs, to elected officials, community organizations and other stakeholders. This will be done under consultation and direction of the County.
4. Current and future/planned NICE Bus and Baldwin Public Schools bussing routes and schedules within the project area will be coordinated, analyzed and incorporated in the analysis and design.
5. The TDR will identify opportunities and recommendations for the application of green infrastructure where applicable and warranted along Grand Avenue. Modifications recommended in the Grand Avenue Complete Streets Traffic Study at the intersections of Merrick Road, Milburn Avenue, McKenna Place, as well as bump-outs and curb extensions along the corridor will be reviewed as potential locations for the recommendations.
6. A review of American with Disabilities Act (ADA) compliance for ramps, sidewalks and public bus facilities along the project corridor will be conducted, and findings will be furnished in the report.

7. Micro-simulation traffic models will be developed, calibrated and validated for Grand Avenue from Merrick Road to Milburn Avenue to establish and analyze existing and future no-build and build conditions during weekday AM, Midday, PM, and Saturday peak hours. The model will represent the interaction of transit and pedestrian modes as well as automobiles along the corridor. To determine the operating conditions and present the effectiveness of Complete Streets measures, particularly the Road Diet, measures of effectiveness (MOEs) such as queues, delays and travel times will be reviewed, summarized and tabulated based of simulation results. The Consultant shall inform the County of its chosen traffic microsimulation software, prior to initiating this task.

We have extensively utilized traffic modeling and simulation software such as VISSIM, AIMSUN, Paramics, HCS, Synchro and SimTraffic. An added benefit of the simulation models is their ability to generate visual graphics to effectively demonstrate project concepts or prevailing conditions, which we have successfully utilized for various projects. Our project experience range from the analysis and design of an isolated traffic signal to major corridor and area studies, such as the complex network modeling of hundreds of intersections in Manhattan.

The aforementioned traffic data will be utilized in developing and calibrating the micro-simulation models for the existing conditions. As such, the existing conditions models are developed to ensure that the simulations are realistic. Using the existing calibrated models, simulations will be prepared for the future no-build and build conditions. The build conditions models will include some or all of the following alternative treatments, as appropriate:

- Road Diet: elimination of one through lane in each direction and the creation of a two-way center left turn lane in the two sections of Grand Avenue.
- Access management and network treatments: such as medians, driveway consolidation, curb extensions and bus turnouts.
- Intersection alternatives: including intersection capacity treatments alternatives involving left and right turn lanes, signal timing and/or phasing modifications.

#### **A.1 Meetings**

The Consultant shall participate in project coordination meetings (up to six meetings) with the County. This will include a Kick-off Meeting immediately following Notice to Proceed and progress meetings at an interval to be determined by the County.

The Consultant shall prepare for, attend and provide minutes for up to four (4) meetings/presentation with various stakeholders, including, but not limited to, elected officials/agency representatives and community organizations. Staff from the Consultant shall attend and participate in the public meeting/presentation, as well as take notes for submission in the form of meeting minutes to the County. The purpose of the meeting will be to present the proposed project improvements to the stakeholder and receive feedback. This effort will include the preparation of visual aids to assist in describing the build conditions (road diet, bump-outs, etc.) to stakeholders. The Consultant will prepare the visual aids and other necessary materials (agenda, presentation, hand-outs) in advance of each meeting/presentation and provide same to the County for their review and comment.

**Division II**  
**Design Services**

**B. Horizontal Control**

Establish a precise base line with at least two ties into the Nassau County Geographic Information System (GIS), with a maximum error of closure of 1:50,000. The error of closure shall be distributed according to standard procedures and all angle points coordinated. Before the survey work is started, the Firm shall submit their procedure to the County for approval. The Firm shall use this base line as the reference line for locating all topography, and aboveground and underground facilities. The base line shall be monumented and referenced as necessary to later serve for laying out the construction. Traverse worksheets shall be submitted to the County for review, when completed. Where feasible, the theoretical grade line of the proposed improvement should be used for laying out the construction contract and for cross-sections. The theoretical grade line should be referenced to the aforementioned base line on the Coordinated Detail Map.

**C. Vertical Control**

Provide highest order vertical control system possible, with ties into the same two monuments of the Nassau County GIS as used for base line control, for topographic work and construction mapping. Benchmarks shall be established and documented within the project limits. They should be located in such a place so that they will not be destroyed by any anticipated construction work. Bench run worksheets shall be submitted to the County for review, when completed.

**D. Base Map**

The Base Map shall include all topographic data required for the preparation of detailed contract plans, including, but not limited to the following: horizontal control line and benchmarks as referenced to work described in Tasks B and C; existing elevations obtained by cross sections at a maximum fifty foot stations with additional elevations on driveways, structures, steps, manhole covers, first floors, etc., and any abrupt changes in slope; underground utilities shall be plotted from survey of utility mark out; drain and sewer structures shall be opened to obtain inverts, pipe sizes and brickwork and plotted on profile portion of plan; house connections shall be plotted from information supplied by the respective sewer agency; buildings and other manmade structures shall be accurately plotted, described (number of stories, type of structure, etc.) and addressed on the plan. Topographical data shall be shown on the plans at a scale of one (1) inch equals twenty (20) feet or larger, as directed. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

**E. Detail Map**

Prepare a CAD generated coordinated Detail Map to three decimal places, showing all property line data relative to the survey base line, the proposed center line (or theoretical grade line), the existing and proposed right-of-way lines, and all parcels within the project limits. Said parcels shall be completely defined as per deeds, filed maps or other legal descriptions. Parcels too large to fit on the sheet shall be shown completely by a reduced scale inset, with all boundary distances noted. This map shall be to a scale of one (1) inch equals twenty (20) feet, where possible, and shall include field measurements as well as computed values. Liber and Page of the document relating to the most recent ownership shall be shown on this map. Upon acceptance of the Final Detailed Construction Drawings and Specifications, the Consultant shall submit a reproducible copy of the Detail Map which shall indicate field ties in detail for all critical base line stations, as well as coordinates for all property corners involved in acquisition. These coordinates shall indicate existing field points, as well as final theoretical coordinates held. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.



## **F. Right-of-Way Maps**

1. If necessary, and upon the prior written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, the Consultant shall prepare a Right-of-Way Acquisition Map on 21 inch by 31-1/2 inch (border to border) standard size sheets showing the fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel to be acquired at a scale of one inch equals twenty feet (1"=20') in accordance with the current standards of the Nassau County Department of Public Works. Changes to this scale require prior County approval.
2. Type a description of each parcel to be acquired using the heading shown on the Property Data Form supplied by Nassau County DPW for each such parcel with information effective not more than thirty (30) days prior to the delivery of the said acquisition map to the Commissioner of the Department of Public Works ("Commissioner"). Descriptions should be delivered to the County on a computer disc.
3. Supply on a computer disc, a list for each parcel in "Microsoft Excel" or approved equivalent format, all in accordance with County requirements. The information supplied for each parcel shall include the parcel number, name of owner, address of parcel, section, block, and lot of the parcel, and, if applicable, address of absentee owner.
4. This will be considered extra work, and reimbursement for this work shall be in accordance with Appendix B, Item VI, Part D, Reimbursement and Fees for Special Consultant Services and Extra Work, Task 3.

## **G. Design Plans**

The firm shall develop an alignment on the Base and Coordinated Detail Map to reflect the conceptual plan developed in the Study Phase that was approved by the Commissioner. Drainage system design shall utilize the Rational Formula, using rainfall intensity corresponding to a 10 (ten) year frequency storm. Based upon the above criteria, the Firm shall:

1. Prepare preliminary graphic layout plans at a scale of 1"=20' and graphic profiles at scales of 1"=20' horizontally and 1"=2' vertically. Changes to these scales require prior County approval. The graphic layout plans shall be in the current County standard with the vertical profile on the upper 1/2 of the drawing and the horizontal alignment on the lower 1/2.  
  
Show on said plans the proposed alignment of the project area and adjacent site information including: roadway widths, typical sections, layout of drainage system, and limits of restoration, on the same drawing as the existing conditions. Existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent).
2. Prepare and submit a preliminary estimate of the construction cost of the project at current prices.
3. Submit the preliminary plans for approval by the Commissioner.
4. Based upon a visual inspection, supplemented by field investigation, considering all aspects of the proposed project the firm will provide a recommended engineering solution.

## **H. Soils Investigations and Reports**

1. If necessary, and upon the prior written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, the Firm shall prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Firm shall first obtain

the approval of the successful bidder by the Commissioner.

2. Determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon, complete with foundation recommendation.

3. This will be considered extra work, and reimbursement for this work shall be in accordance with Appendix B, Item VI, Part D, Reimbursement and Fees for Special Consultant Services and Extra Work, Task 1.

#### **I. Coordination with Public and Private Utilities**

1. If necessary, and upon the prior written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, the Consultant shall contact all public utility agencies and private utility companies known to have installations in the construction area to determine the locations and sizes of all existing subsurface installations, and to determine the scope of any future plans being considered in the area of the work. This data shall be further supplemented with data obtained by field reconnaissance.

2. Perform the necessary liaison work associated with relocation of utilities. However, the Firm shall not be required to design such relocation work, except where such installations are owned by municipalities or special districts. In the latter cases, the relocation shall be considered part of the design and the cost thereof shall be included in the Firm's estimate of construction cost. In either case, the Firm will be required to show on contract drawings existing, proposed, and/or relocated utilities.

3. This will be considered extra work, prior written direction of the Commissioner and appropriation and encumbrance of funds for the purpose and reimbursement for this work shall be in accordance with Appendix B, Item VI, Part D, Reimbursement and Fees for Special Consultant Services and Extra Work, Task 2.

#### **J. Final Detailed Drawings and Specifications**

Based upon written approval of the preliminary plans by the Commissioner, the Firm shall:

1. Prepare detailed contract plans at a scale of 1"=20' on 21" x 31-1/2" (border to border) standard size sheets and supporting data for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works which originals shall be submitted by the Firm. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format. Changes to this scale require prior County approval.

2. Prepare drawings, which shall include all plans, profiles, typical sections, structural details and detailed designs necessary to construct the project, and showing existing grades and proposed profile grades at least at every 50-foot station. Plans shall be prepared with the profile on the top half of the sheet and the plan view on the bottom half, and shall include all information for the particular station interval shown on the plan. Separate sheets for drainage, utility or contours will not be acceptable unless otherwise approved. The detailed design shall address the impact on every adjacent property. If applicable, the soil boring log sheet information gathered under Task H- Soils Investigations and Reports shall be incorporated into the Design Plans.

3. Prepare detailed design drawings of each structure and its component parts and consisting of all plans, elevations, sections, and other drawings necessary for construction purposes.

4. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans with their corresponding estimated neat (before rounding) quantities.

5. Prepare a final estimate of construction costs based on current prices for neat quantities.

6. Furnish all special specifications and addenda notes required to construct the project in addition to the standard specifications of the Nassau County Department of Public Works as contained in a book entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development" plus current amendments or new

versions to same.

7. Develop and submit cross-sections for project work, prepared on a 10 x 10 grid cross-section paper, using a vertical scale of 1"=2' and a horizontal scale of 1"=5'. Areas of excavation and fill by classification shall be shown on these sheets. Such cross-sections, although required by the County, shall not be considered to be part of the contract plans. The cross-sections shall be delivered to the County, along with the contract plans, for the County's information and use.

#### Task J Specifications

Upon written approval by the Commissioner of the 40% Design Submission, the Consultant will progress the detailed design of proposed project improvements to final contract bid documents. All project documentation, policies and procedures shall follow the New York State Procedures for Locally Administered Federal Aid Projects (PLAFAP) and will comply with the current practices of the Nassau County Department of Public Works.

As required by the RFP, two distinct versions of the drawings and specifications shall be prepared. The **Short Term Implementation** design will specify low cost methods such as planters, delineators, pavement markings and signage to establish curb extensions and reconfigure travel lanes on Grand Avenue. The **Long Term Implementation** design will utilize permanent modifications to concrete curb, drainage, pavement markings, signage and streetscaping.

The Detailed Design effort will entail the development of design drawings, specifications, calculations, and construction cost estimates as described below.

#### *Title Sheet*

A standard County Title sheet will be prepared and will include the contract and project limits and contract length. The Title sheet shall include the Consultant's corporate seal and the signature line and space for professional seal of our responsible professional engineer.

#### *General Notes, Legend, and Index*

The County's standard General Notes will be reviewed and all applicable notes will be presented on this drawing. Any specialized notes which are necessary to provide clarity to what is being shown on the plans submitted at this stage will be prepared and added to the sheet. The County's standard Legend will be provided to define the symbology used in the plans. The Index of Drawings will include all drawings which are anticipated for the final contract plans, with annotations indicate those drawings which are not included at this stage of design development (e.g., details)

#### *Plans and Profiles*

The Plan and Profile Sheets will be refined to include the following information:

- Detailed horizontal and vertical alignment data for all project roadways
- Callouts describing all proposed pavement, curbs, sidewalk work and applicable specifications. As necessary, improvements will extend into areas where sidewalks or curbs are in poor condition, or do not meet the Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).
- Location information (line and grades) for the layout of proposed curbs.
- Detailed information for new storm drainage facilities and proposed modifications to existing drainage structures, including structure types, rim elevations, storm pipe sizes and invert elevations.
- Proposed modifications to overhead and underground utility installations to resolve conflicts with project improvements.
- Impacts on adjacent property (if any).
- If applicable, the soil boring log sheet information gathered under Task H- Soils Investigations and Reports shall be incorporated into the Design Plans.

Profiles will show existing grades and proposed profile grades at least at every 50-foot station. The Profiles will also show the existing and proposed drainage system and existing underground utilities at their proper elevation

#### *Typical Sections*

The Typical Sections developed during the Preliminary Design will be expanded to include specification pay items for all proposed roadway improvements. The applicable limits of each typical section will be specified by reference to the project centerline stationing. If necessary, additional Typical Sections for selected intersecting roadways, will be developed.

#### *Drainage & Utilities*

Proposed drainage improvements will be depicted on the Plan and Profile Sheets. The location of new drainage structures and pipes and any required modifications to existing drainage structures will be identified. The location of conflicts between the proposed drainage modifications and existing utilities will also be noted, as will necessary relocations of existing utility poles, and adjustments to existing manhole and valve castings.

During the TDR Phase, the Consultant will have assessed the potential for incorporating "green" infrastructure into the stormwater management system. As deemed appropriate by the County, these measures (e.g., permeable pavements, rain gardens, bio swales) will be included in the detailed design and added to the construction documents.

#### *Traffic Signal Design*

The Consultant shall prepare 1"=20' scale Traffic Signal Plan for each work location. The drawing will show all existing signal equipment, and existing underground and overhead utilities, as well as proposed locations of signal poles, signal heads, and pedestrian signal poles. It is expected that standard NCDPW mast arm signal will be suitable for all locations requiring new signal poles. Proposed pavement markings, including crosswalks, stop bars and lane striping will be shown on the Traffic Signal Plans.

Each Traffic Signal Plan will also include:

- A Sequence of Operations Table
- Phasing Diagram
- Table of Traffic Signal Items and Quantities required
- Head Layout Diagram
- Notes on the Signal Installation

The Consultant shall verify that there are no conflicts between the proposed traffic signal equipment and existing and proposed utilities. The Consultant shall also conduct an evaluation of feasibility of Accessible Pedestrian Signals (APS) for all existing and proposed signalized intersections within the project limits. The evaluation will follow Nassau County guidelines. Crossings where APS signaling is determined to be a priority will be included in the detailed design and added to the construction documents.

#### *Traffic Signal Progression and Timing Analyses*

As part of the detailed design effort, the Consultant shall develop for County consideration up to three (3) signal progression schemes (Weekday AM and PM Peak, Saturday Peak) to optimize signal progression along the corridor utilizing Synchro software version 8, or later. Additionally, the Consultant shall evaluate and provide recommended pedestrian signal timings at all signalized intersections.

#### *Pavement Marking and Signing Plans*

Pavement marking plans at 1"= 40' Scale shall be prepared by the Consultant to describe the proposed layout of lane lines, crosswalks, stop bars, cross hatching as well as pavement symbols and letters for the entire project corridor. Traffic Signage will be illustrated on the same plan sheets. All existing and proposed signing will be shown along with an indication whether the sign is new, existing, or to be relocated. Separate Sign Text Data Sheets will be prepared to specify fabrication and installation information for all signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

#### *Construction Details*

The Consultant will prepare detailed design drawings of each structure and its component parts and consisting of all plans, elevations, sections, and other drawings necessary for construction purposes.

#### *Work Zone Traffic Control Plans*

Detailed Work Zone Traffic Control (WZTC) Plans will be required to maintain pre-construction

operations with minimal disruption to motorists, pedestrians and the adjoining community. Early in the detailed design phase, the Consultant shall outline a Construction Staging Plan. The Construction Staging Plan will be presented and reviewed with the County, and others stakeholders, if deemed appropriate by the County.

The Construction Staging Plan will serve as the basis for the detailed 1"=40' Scale WZTC Plans for the entire project corridor. The WZTC Plans will include all required plans, notes, staging, staging notes, construction signs, and advanced signing and VMS location plans. The WZTC Plans will also include the necessary temporary erosion and sediment control measures. All existing signals will remain operational throughout the course of the project. Special attention will be directed to maintaining safe movement of pedestrians through construction work areas.

#### *Construction Cost Estimates*

An itemized Estimate of Probable Construction Costs will be prepared for the 80% and 100% design milestone submittals based on the design described above. The estimates shall be developed in accordance with the standards provided by the County.

#### *Construction Specifications*

Per the County, NYSDOT Standard Specifications will serve as the basis for design. For traffic signal work, NYSDOT special specifications for Nassau County traffic signal work will be used. Additional special specifications required to describe work which is not adequately covered by the standard specifications, or existing special specifications, shall be prepared by the Consultant in NYSDOT format. Such special specifications will be submitted to the County for their review and approval. Final Specifications prepared by the Consultant shall be stamped and signed by a New York State Professional Engineer.

#### *Design Reviews*

Three copies of the design Plans, Specifications and Estimate will be provided to the County for review at the 80% Design and 100% Final Design completion levels. The County will review each submission and provide written comments, either on the plan set, via a design review memorandum, or a combination of both. The Consultant shall incorporate County review comments into the plans, revising the design as necessary and will provide the County with a summary of individual comments with responses as part of the next Plan submission.

#### *Cross Sections*

The Consultant shall develop and submit cross-sections of the project corridor at maximum 50' intervals. The sections will be prepared on 10 x 10 grid cross-section paper, at a vertical scale of 1"=2' and a horizontal scale of 1"=5'. Areas of excavation and fill by classification shall be shown on these sheets. These cross-sections will not be considered to be part of the contract plans. The cross-sections will be delivered to the County, along with the contract plans, for the County's information and use.

#### *PS&E Submission*

The Consultant shall submit the Final Design Plans, Specifications and Estimate (PS&E) materials to the County, including written responses to comments on the 80% Design Plans. The County will perform a final plan review and will notify the Consultant of any remaining minor revisions that may be necessary. Upon approval of the Final Design submission, the Consultant shall furnish ten, full-sized printed copies (on bond paper) of all submittal materials, and furnish electronic copy in both portable document format (PDF) and CAD file format, unless otherwise agreed upon. The County shall have the required number of sets of bid documents printed without the assistance of the Consultant.

If required, after and before the construction contract letting, the Consultant will make minor last-minute changes per County and other agency review.

All applicable local, state and federal permits will be obtained by the Consultant team. NYSDOT Highway Work Permit: Proposed improvements in the vicinity of the NY 27 Sunrise Highway / Grand Avenue may require a New York State Department of Transportation (NYSDOT) Highway Work Permit. During the detailed design phase, the Consultant will assist the County in their coordination with the NYSDOT Region

10 Permits Group by providing plans and other documentation necessary to obtain the Highway Work Permit.

*Contract Bid Package & BID Phase Services*

The Consultant shall prepare a complete set of Final Contract Documents (drawings, specifications, and calculations), including an estimate of probable construction costs for use as the basis for advertising the construction project for bid. In addition, the Consultant will:

- Prepare a Design Report. Based on the funding sources identified for the project, it is assumed that NYSDOT Design Approval and a formal Design Approval Document (DAD) will not be required. In lieu of a DAD, the Consultant shall prepare a design report that includes the following components: (1) problem definition; (2) existing conditions; (3) project description; (4) preliminary drawings/site plan; (5) estimate of total project costs broken out by services and construction costs; (6) project schedule; (7) preliminary engineering analysis; (8) alternatives to the project that address the problem; and (9) summary.
- Obtain and provide submit any and all required permits.
- Assist Nassau County during the construction bid process by attending the pre-bid site meeting, responding to bidder questions, issuing necessary addenda, and reviewing bids to determine technical responsiveness.
- Attend the pre-construction meeting and review submittals for contract document compliance.
- Prepare agenda and attend meetings as requested by the County.

### **Division III**

#### **Services during Construction**

##### **A. General Construction Support**

1. When requested in writing by the Commissioner, the Consultant shall provide general construction support services to include the checking and approving of construction drawings, shop and erection drawings, schedules and other submissions for conformance with the design concept of the project and requirements of the contract documents, bid breakdowns, change order requests, disputed work and any other such items.
2. The Consultant shall render consulting services in connection with the execution of the work. In the performance of such services, the Firm shall make such visits to the site as may be necessary to resolve any conflicts concerning the design drawings or for the interpretation of the plans and specifications.
3. The Consultant shall update the final detailed contract plans by preparing new as-built mylar drawings showing all field changes for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works. Said data shall also be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

#### **The Consultant shall adhere to the following requirements:**

- Prepare a design report that includes the following components: (1) problem definition; (2) existing conditions; (3) project description; (4) preliminary drawings/site plan; (5) estimate of total project costs broken out by services and construction costs; (6) project schedule; (7) preliminary engineering analysis (e.g. hydrocad model, building code, constructability, etc.); (8) alternatives to the project that address the problem; and (9) summary.
- Prepare a complete set of Final Contract Documents (drawings, specifications, and calculations), including an estimate of probable construction costs for use as the basis for advertising the construction project for bid.

- Prepare and submit any and all required permits.
- Assist Nassau County during the construction bid process by attending the pre-bid site meeting, responding to bidder questions, issuing any necessary addenda, and reviewing bids received to determine technical responsiveness.
- Attend the pre-construction meeting and review submittals for contract document compliance.
- Answer Requests for Information within 5 business days.
- Prepare agendas and attend meetings in accordance with Nassau County's requests.
- Perform site visits to ensure contract compliance, design intent, quality of workmanship, and material acceptance.
- Review Field Orders and Change Orders.
- Coordinate project activities with the activities of Nassau County and other parties.

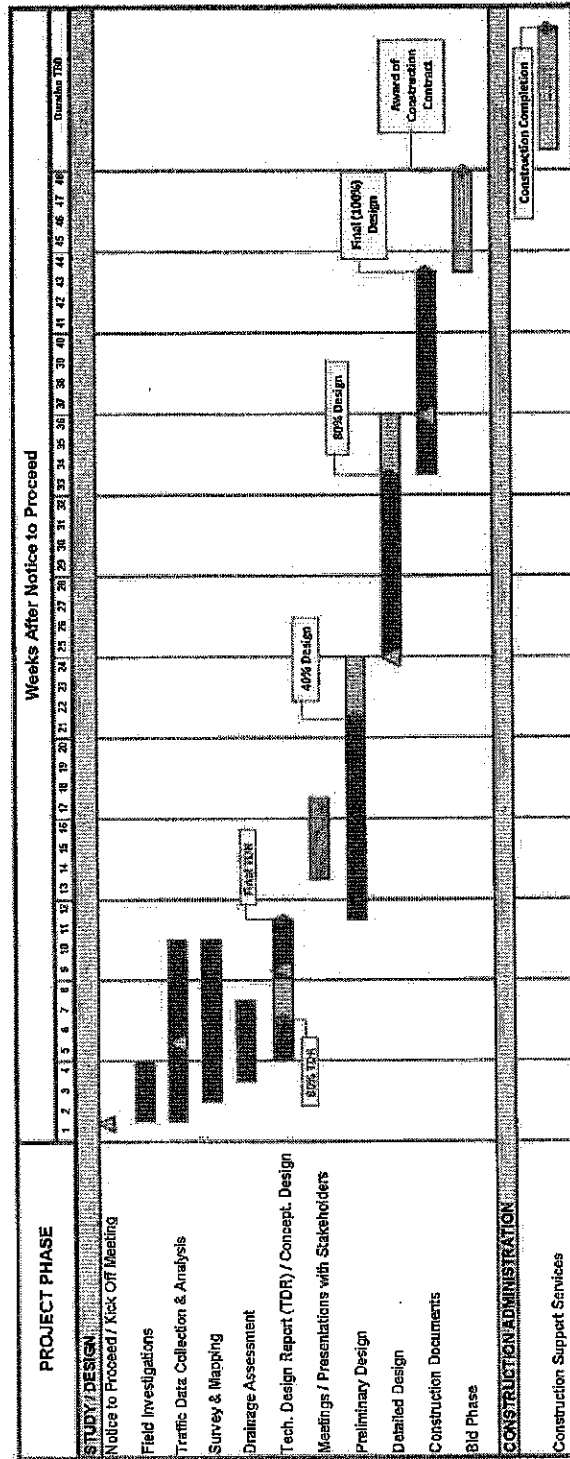
**Penalties for Non-Performance**

A design schedule, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the County. If the design tasks are not achieved by the Consultant by the agreed to schedule deadlines, to the acceptance of the County, payment will be withheld according to the payment schedule included in Appendix "B" - PAYMENT SCHEDULE.

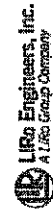
**The County of Nassau reserves the right to modify the Scope of Work. Change Orders shall not be permitted unless specifically requested and approved by Nassau County.**

# Exhibit B

## Project Schedule

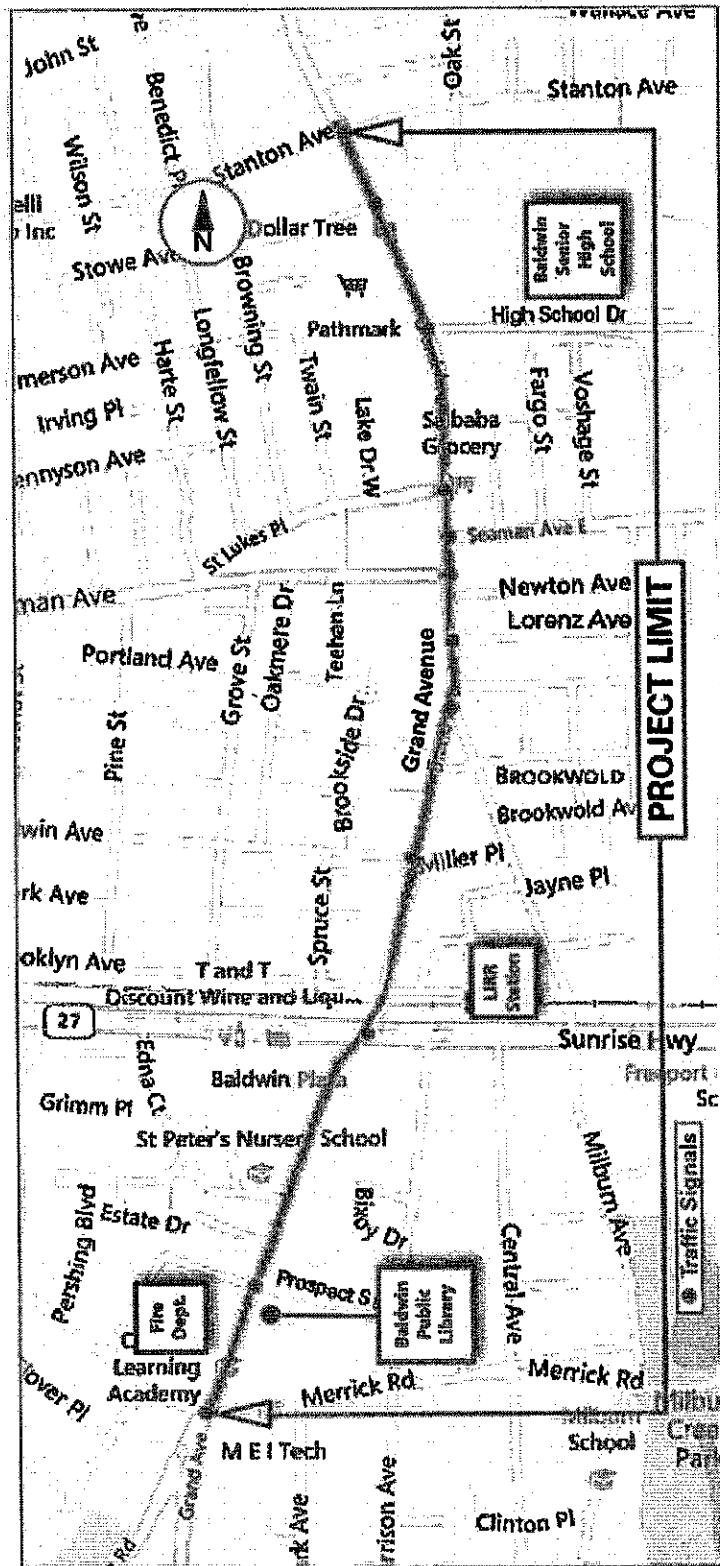


\*Nassau County reserves the right to modify this Timeline as necessary.





# Exhibit C Project Limits





## **Appendix A**

### **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 Fifteen Fifty 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) LiRo Engineers, Inc., a consulting firm, having its principal office at Three Aerial Way, Syosset, New York 11791 (the "Firm", "Contractor", or the "Consultant").

This project is made possible in part by a grant from a 2015 Consolidated Funding Application award by Empire State Development.

For the purposes of this contract, Nassau County hereby establishes an overall requirement of 30% for M/WBE participation, 15% for minority-owned business enterprises (MBE) and 15% for women-owned business enterprises (WBE) (based on the current availability of qualified MBEs and WBEs).

### **WITNESSETH:**

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.** The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate eighteen (18) consecutive calendar months from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the County, in its sole discretion, shall have the right to extend this Agreement at any time, for an additional period of up to one (1) year, by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

### **2. Services**

(a) The services to be provided by the Firm under this Agreement, for Complete Streets Improvements to Grand Avenue shall consist of those specific work divisions and deliverables related to this project as more particularly described in the "Detailed Scope and Budget," attached hereto and hereby made a part hereof as Exhibit "A".

### **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 Appendix "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not exceed **Seven Hundred Fifty Thousand Dollars (\$750,000.00)**.

(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 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 "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 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, discrimination, living wage, disclosure of information and vendor registration, 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 L and EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(e) 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 (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy, attached hereto and hereby made a part hereof as Appendix L.

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

The County, the State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

(g) 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 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 Firm shall deliver services under this Agreement in a professional manner consistent with the standard and accepted practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all 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, State of New York and its Division of the Governor's Office of Storm Recovery, 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 negligent acts or omissions of the Firm or a Contractor Agent provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(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 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 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 Firm and/or a Contractor Agent in connection with this Agreement. In such event, so long as there are no allegations of negligence against Firm or Contractor Agents, the Firm and Contractor Agents shall be compensated at their standard hourly rates.

(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 additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per claim 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 limit liability of not less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the 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; Sub-consultants. 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 sub-consultant 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, or (iii) waived, (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) Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

(c) Termination for Convenience. The County may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the County as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

(d) The County may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the County as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

(e) 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.

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

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

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

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

(b) Time Limitation. Such action or special proceeding relating to payment for services performed 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 with this Agreement irrespective of whether the Firm 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 law's 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; 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 and 00/100 dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the 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 venture 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 venture 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 venture hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venture 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.

24. Lobbying (Applicable to contracts exceeding \$100,000)

(a) The Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(b) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. The Contractor has the right to rely upon the accuracy and thoroughness of information provided to Contractor by the County or unrelated third parties.
26. The Contractor is not responsible for delays beyond its control.

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)ss.:  
COUNTY OF NASSAU )

NOTARY PUBLIC

NOTARY PUBLIC  
Stephane Krol

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

NOTARY PUBLIC

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

FIRM H. R. Engineer, Inc.

By: [Signature]  
Name: Michael Bennett  
Title: Vice President  
Date: 6.12.17

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

**Appendix B**  
**PAYMENT SCHEDULE**

**Division I.     DESIGN REPORT**

A.     For services described in Exhibit A, Division I, Task A, Technical Design Report, the Firm shall be paid on the basis of Two point Five (2.50) times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed One Hundred Ten Thousand, Eight Hundred Fifty-Eight Dollars (\$ 110,858.00).

Payments shall be made monthly. Payment at the time of submission of the Interim Progress Report shall not exceed 40% of the total anticipated fee for this task. Payment at the time of submission of an acceptable Draft of the Study and Report shall not exceed 80% of the total anticipated fee.

A.1.   For services described in Exhibit A, Division I, Task A.1, Meetings, the Firm shall be paid on the basis of Two point Five (2.50) times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed Fifteen Thousand, Eight Hundred Sixty Three Dollars (\$15,863.00).

**Division II.     DESIGN SERVICES**

**A.     Design Surveys**

B.     For the services described in Exhibit A, Division II, Task B. - Horizontal Control, the Firm shall be paid the on the basis of Five Thousand, Five Hundred Seventy-Five Dollars (\$ 5,575.00) per mile of traverse.

C.     For the services described in Exhibit A, Division II, Task C. - Vertical Control, the Firm shall be paid on the basis of Three Thousand, Five Hundred Dollars (\$ 3,500.00) per mile of traverse.

D.     For the securing and plotting of all surveys and topographic data for maps described in Exhibit A, Division II, Task D.- Base Map, the Firm shall be paid on the basis of Seventy-One Thousand, Three Hundred Forty Dollars (\$71,340.00) per mile for all work within 200 feet of each side of the base line, applies to above or below water (base line to run through center of culvert). The Firm shall be paid an additional Thirty-Three Thousand, Seven Hundred Eighty-Six Dollars (\$33,786.00) per acre for topography more than 200 feet from this base line. The Firm shall be paid an additional NA per acre for topography under water over 200 feet from this base line.

E.     For the services described in Exhibit A, Division II, Task E.- Detail Map, the Firm shall be paid on the basis of Twenty-Three Thousand, Three Hundred Fifty Dollars (\$23,350.00) per mile for all work within 200 feet on each side of the baseline. The firm shall be paid an additional Twenty-Three Thousand, Five Hundred Dollars (\$23,500.00) per mile for all work extending more than 200 feet from each side of the base line.

Payment is to be made upon acceptance of firm's submission of the work. Partial submissions of completed sections of the work may be made.

The Firm agrees to pay its field survey personnel no less than the rates set forth in the current New York State Department of Labor Schedule of Prevailing Wage, as well as any established

supplemental rates and benefits. However, with regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use. The multiple shall be understood to include the supplemental rates and benefits.

F. Right-of-Way Maps [*see Item IV, Part D.*]

G. and J. Design Plans

For design services required under Exhibit A, Division II, Task G, Design Plans, and Task J, Final Detailed Drawings and Specifications (approximate construction cost of \$6,000,000) and the Firm shall receive a basic fee for each construction contract prepared, appropriate for the net construction cost listed as follows:

NET CONSTRUCTION COST (For Each Contract Prepared)	BASE DESIGN FEE (% of Net Construction Cost)
\$12,000,000.00	4.00%
\$9,000,000.00	4.50%
\$6,000,000.00	5.29%
\$3,000,000.00	8.50%
\$1,000,000.00	10.00%

A straight line interpolation between these points shall apply, and the percent amount shall be rounded off to two decimal places in computing the fee.

The Net Construction Cost shall be the actual total construction cost of the project, exclusive of the fees of the Firm, land acquisition, and/or legal expense. Until said cost of construction is established by the award of a construction contract, the Firm's base design fee shall be based upon the latest approved cost estimate using an approved after "rounding" cost estimate, submitted in accordance with this Agreement. This base design fee shall be used as a basis of computing partial payments to the Firm during the progress of the work. When the actual cost of construction is determined, the total amount paid to the Firm under this subdivision shall be adjusted to such final cost of construction, and any overpayment or underpayment of fees shall be adjusted accordingly.

Progress Payments for Design Services

(1) During the progress of the preliminary plans as per Exhibit A, Division II, Task G, the Firm shall be paid in monthly installments up to 40% of the design fee for the Design Services, as determined by the percentage of work completed shown by the monthly progress report and approved by the Commissioner.

(2) During the progress of the design for a construction contract as per Exhibit A, Division II, Task J, the Firm shall be in monthly installments up to an accumulated total of 80% of the design fee as determined by the percentage of work completed shown by the monthly progress reports and approved by the Commissioner. When the design for a construction contract is submitted to the Commissioner for approval, the Firm shall be paid any additional sum necessary to bring the payments up to 80% of the design fee as outlined above.

(3) When the design for a construction contract has been fully completed and all necessary work has been accepted by the Commissioner, the Firm shall be paid an additional sum equal to 5% of the said design fee based on the Engineers Estimate at that time.

(4) When the bids for the construction contract have been received, and upon an award of contract, the Firm shall be paid an additional sum to bring the total fee payments to 90% of the said basedesign fee which is now based upon the low bid.

(5) Upon completion of all construction contract work based on the Plans prepared by the Firm and the work accepted by the County, an additional sum to bring the final payment up to 100% of the base design fee based upon Net Construction Costs.

(6) It is understood and agreed that at the time the County makes final payment as provided in subdivision (5) above, that final payment shall be based upon the appropriate fee percentage for the net construction cost of the completed construction contract, and shall be equal to the final fee less any prior progress payments. Any variance between the estimated cost of construction upon which the several partial payments will be made and the actual final cost of construction as it appears in the completed contract will be adjusted at that time.

(7) If an award of contract is not made within two (2) years after the plans and contract documents have been completed and accepted in writing by the Commissioner, the Firm shall be deemed to have earned full payment for the design services based upon a basic fee computed, using an approved neat quantity cost estimate, submitted in accordance with the terms of this Agreement. Acceptance of final payment under this clause shall preclude the Firm from further payment on the basis of an actual construction cost determined after the expiration of such two-year period.

### **Division III. SERVICES DURING CONSTRUCTION**

#### **A. General Construction Support**

1. For its services described in Exhibit A, Division III, Task A- General Construction Support, the Firm shall be paid for at the rate of Two point five (2.5) times the direct salaries or wages paid to the approved personnel for the actual time engaged in this phase of work.

#### **Inspection Services during Construction are not included in this Agreement**

### **Item IV, Part D. REIMBURSEMENT, FEES FOR SPECIAL CONSULTANT SERVICES AND EXTRA WORK.**

1. For its services described in Exhibit A, Division II, Task H, Soils Investigations and Reports, the Firm shall be paid for at the rate of Two point Five (2.50) times the direct salaries or wages paid to personnel for the actual time engaged in this phase of work. The total cost to the County for said services shall not exceed Fifteen Thousand, Six Hundred Eighty Dollars (\$ 15,680.00).

2. For services described in Exhibit A, Division II, Task I, Coordination with Public and Private Utilities, the Firm shall be paid on the basis of Two Point Five (2.50) times the actual salary of the technical personnel engaged in the work.

3. For preparation of Right-of-Way Maps, as described under Exhibit A, Division II, Task F, Right-of-Way Maps, the Firm shall be paid as follows: The sum of Two Thousand, Two Hundred Dollars (\$2,200.00) for each parcel described, and shown on the Right-of-Way map. A parcel shall be defined as any fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel. There may be more than one of the above described parcels on any individual property. A claim for compensation for services rendered above shall be paid

upon completion and acceptance of the prescribed work including the coordinated detail map, the Right-of-Way Acquisition Maps, and the Written Descriptions.

#### Item IV Part E. SUBCONTRACTOR COSTS AND SUBCONSULTANT CHARGES

The Firm shall be further reimbursed for the actual out-of-pocket expenses for sub-consultants and subcontractors when authorized in writing by the Commissioner.

#### Item IV Part F. OUT-OF-POCKET EXPENSES

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

1. Transportation and living expenses for approved and required travel beyond a 50-mile radius of the job site with prior written approval of the Commissioner, and at rates established by the County for its own employees.

2. Additional models, renderings, and/or photographs than those requested herein.

3. Reproductions of drawings in excess of 15 copies per each.

#### G. PAYMENTS TO THE FIRM

- a. With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm 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 that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.

At no time shall the salary times multiple exceed one hundred and sixty-five dollars (\$175.00) per hour for any employee or principal while engaged in a technical service.

- b. The Firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The written approval of the Commissioner is required. If the Firm hires new employees to work on this project, such employees' names, their titles and proposed salaries, must receive prior written approval from the Commissioner.

- c. Claims for services performed shall be submitted monthly accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.





**PLEASE SEE PDF OF COMPLETED FORMS**

**Appendix C**  
**DISCLOSURE STATEMENT**

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

**Appendix D**  
**STANDARDS FOR PUBLIC OUTREACH AND MEETINGS**

1. The selected proposer shall attend up to six (6) Project coordination meetings and prepare, coordinate and attend public meetings and related events, both within and external to the County.
2. The selected proposer shall prepare meeting minutes and/or event highlights, and follow-up with various parties affiliated with the Project, as needed or as directed by the County, both within and external to the County. Meeting minutes and/or event highlights shall be submitted to the County for review and approval within ten (10) days after the meetings or events. The selected proposer shall make any corrections or changes to the meeting minutes and/or event highlights, as delineated by the County. Any necessary actions to follow-up shall be conducted in a timely fashion.
3. Any necessary actions to follow-up shall be conducted in a timely fashion.
4. The selected proposer shall provide only the minimum number of personnel required to effectively perform this task at each meeting or event. The selected proposer shall notify the County as to which personnel should be required to attend. The County may choose to limit, at its discretion, what selected proposer personnel may attend any given meeting or event. Such decisions shall be provided to the selected proposer, in writing, prior to the meeting or event.
5. The selected proposer shall prepare meeting and event notices.
6. The selected proposer shall prepare all presentation and demonstrative materials, including but not limited to maps, information packets, comment cards, electronic presentations, and any other materials needed for all meetings.
7. All notices and materials shall be submitted to the County for approval prior to the dissemination of such material. Upon written approval by the County, the selected proposer shall disseminate Public Outreach meeting or event notices to all stakeholders, civic and religious groups and local legislators at least one (1) week prior to each Public Outreach meeting or event. Additionally, the selected proposer shall disseminate Public Outreach meeting and event notices as the County directs, but at a minimum, through a local media outlet for at least one (1) week prior to each Public Outreach meeting or event.
8. The County may choose to create one or more advisory and/or stakeholder committee(s). The selected proposer shall assist the County in the selection of members for any such committee.

The substance for each event shall be determined in coordination with, and at the sole direction of the County.

**Appendix E**  
**STANDARDS FOR PREPARING AND SUBMITTING DELIVERABLES**

(To be completed as part of RFP and updated as needed in the Contract)

1. The selected proposer shall submit all deliverables in draft form to the County for County and any other applicable agency review.
2. The selected proposer shall submit ten (10) hardcopy and one (1) electronic version of all deliverables and draft deliverables.
3. All deliverables and draft deliverables shall be reviewed by the County, and any other applicable or appropriate agencies for a period specified in Exhibit A -- Detailed Scope and Budget. The County reserves the right to extend this review period. Upon completion of the review, the County shall submit comments and/or changes and the selected proposer shall incorporate said comments and/or changes.
4. Final deliverables to the County may need to contain mandatory language and disclaimers pertaining to federal and state requirements. Such language and disclaimers, if applicable, shall be provided to the selected proposer by the County prior to the submission of any and all final deliverables.

**PLEASE SEE PDF OF COMPLETED FORMS**

**Appendix F**

**PROGRAM DESCRIPTION AND STAFFING**

**(To be completed as part of RFP and updated as needed in the Contract)**

**PLEASE SEE PDF OF COMPLETED FORMS**

**Appendix G**

**BUSINESS HISTORY FORM**

**(To be completed as part of RFP and updated as needed in the Contract)**

**PLEASE SEE PDF OF COMPLETED FORMS**

**Appendix H**  
**PRINCIPAL QUESTIONNAIRE FORM**

**PLEASE SEE PDF OF COMPLETED FORMS**

**Appendix J**  
**Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix J 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. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

(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. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

(h) \_\_\_\_

(i) 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.

(j) 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.

(k) 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.

(l) 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 J, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(m) 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 J 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").

(n) 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. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

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 therefore 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. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or



individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

As used in this Appendix J 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 J.

As used in this Appendix J 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 J 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 J 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 J "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 J 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 J 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 J, 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 K**  
**NASSAU COUNTY GIS BASEMAP LICENSE AGREEMENT**

**CONSULTANT DATA LICENSE AGREEMENT**

THIS AGREEMENT (hereinafter referred to as "Agreement"), dated as of <date>, among (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 160 Old Country Road, Mineola, New York 11501 (the "Department"), (ii) <Licensee Organization>, <Licensee Address>, <Licensee City, State, ZIP> (the "Licensee") and (iii) <Contracting Organization>, <Address>, <City, State, ZIP> (the "Contracting Organization").

1. Term. This Agreement is effective from the date of execution and will remain in effect until completion of Licensee's contracted activity or until terminated by the County, the Contracting Organization, or the Licensee.

2. Contract Definitions.

(a) "Basemap" shall mean any and all components of the digital files that comprise the Nassau County Geographic Information System ("NCGIS"), regardless of format, media or content. This shall include any digital data distributed under this Agreement, regardless of its original source or format. The Basemap is the Official Basemap for the NCGIS.

(b) "Licensee" shall mean the organization identified on the face page of this License.

(c) "Multi-Participant Organization" shall mean a town, village, city, special district, or other political subdivision located within the County, or a federal or state agency, with a "Nassau County Basemap License Agreement" in effect.

(d) "Contracting Organization" shall mean (i) an agency or department of the County with a signed "Inter-Departmental Memorandum of Understanding" made in connection with or relating to the Basemap or (ii) a Multi-Participant Organization.

(e) "Derivative Products" shall mean all works created by the Licensee which are based upon or incorporate all or part of the Basemap, such as a revision, modification, translation, abridgment, condensation, expansion, collection, compilation, or any other form in which the Basemap may be recast, transformed, or adopted.

(f) "Technical Committee" shall mean the committee established for technical oversight of Nassau County GIS. The Nassau County GIS Coordinator chairs this committee.

3. License; Use of the Basemap. (a) The County grants the Licensee a non-exclusive license to use the Basemap in accordance with the terms and conditions of this Agreement.

(b) The Licensee agrees to use the Basemap, including, without limitation, the data contained therein, solely for the purpose of performing

its contract with the Contracting Organization. All such activity must be in conformance with the "Nassau County Basemap License Agreement" or the "Inter-Departmental Memorandum of Understanding" between the County and the Contracting Organization. Under no circumstances is information from NCGIS to be used for any other function or purpose within or by the Licensee or anyone in the Licensee's organization. Upon completion of the contracted activity with the Contracting Organization, Licensee shall cease all use of the County's data and return all copies of said data.

(c) The provisions of this section shall survive termination of this Agreement.

4. Modifications of the Basemap. (a) All proposed changes or modifications to the Basemap shall be reported to the Technical Committee within a reasonable period of time. Reporting standards are defined in the "Guide to Multi-Participant Activities."

(b) The Licensee shall designate a single representative who will coordinate the submission of all such change requests.

5. Licensee Created Data. The County reserves the right to incorporate any Licensee created data into the County's database upon request, or upon completion or termination of the Licensee's contract with its Contracting Organization. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the "NCGIS Geographic Data Standards" or in a mutually agreeable format.

6. Distribution of the Basemap. The Basemap is to be retained by the Licensee while performing services for its Contracting Organization. In no instance is the Basemap to be sold, leased, copied, loaned, or transferred, in whole or part, to any person or entity including a government or political subdivision. Any release of information made in connection with a request under the Freedom of Information Law or similar laws that is associated with the use of or contents of the Basemap must be authorized by the County in writing prior to the release of any information associated with said request.

7. Ownership. This Agreement does not constitute a transfer of title or interest in the Basemap. Any portion of the Basemap that is modified or merged into another computer file or program by the Licensee, or is integrated with other programs or data to form Derivative Products, shall continue to be subject to the provisions of this Agreement. The County retains sole ownership of the Basemap, including all portions and contents thereof, and the County shall be the sole owner of all Derivative Products.

8. Copyright. All publications using any of the Basemap files for

release to the public or others outside the Licensee's organization must include the notices hereinafter set forth. Such publications include all paper or film plots made using the copyrighted files, and reports, or derivative works, except those that are working copies and which are not released outside of the Licensee's organization. The notice shall read as follows:

BASEMAP COPYRIGHT, 2011, COUNTY OF NASSAU, N.Y.

Upon notification of any changes in copyright requirements, the Licensee will make said changes to all subsequent maps or reports, as required.

9. License Usage Requirements. The Licensee represents that it has a valid contract with a Contracting Organization and such contract requires the use by the Licensee of the Basemap. The Licensee further represents that, to the best of the Licensee's knowledge after due inquiry, the Contracting Organization, with which the Licensee has the contract, is either currently authorized or is actively engaged in efforts to become authorized to use the Basemap. The effectiveness of this agreement is conditioned upon the execution by the Contracting Organization of its signature page to this Agreement, which signature page includes a certification.

10. Independent Contractor. The Licensee is an independent contractor of the County. The Licensee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Licensee (a "Licensee 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).

11. No Arrears or Default. The Licensee 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.

12. Compliance With Law.

(a) Generally. The Licensee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. 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) 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 Licensee acknowledges that Licensee Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Licensee of such request prior to disclosure of the Information so that the Licensee may take such action as it deems appropriate.

(c) Protection of Client Information. The Licensee further acknowledges that in the course of this Agreement the Licensee may have access to and/or be in possession of proprietary or confidential information of the County. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. The Licensee agrees to use the Confidential Information solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the County's consent. The Licensee shall maintain the Confidential Information of the County in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Access to Confidential Information shall be restricted to those of the party's personnel with a need to know and engaged in a permitted use.

The foregoing shall not prohibit or limit the Licensee's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (1) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. The Licensee shall not use the Confidential Information of the County for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. The Licensee may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving the Licensee and County relating to Licensee's Services for the County or this Agreement.

The provisions of this subsection shall survive the termination of this Agreement.

13. Minimum Service Standards. Regardless of whether required by Law: (a) The Licensee shall, and shall cause Licensee 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 Licensee shall conform to the latest version of the NCGIS Geographic Data Standards. The Licensee shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Licensee operates. The Licensee shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and

maintaining, and causing all Licensee Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) In connection with the termination or impending termination of this Agreement the Licensee 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 Licensee's responsibilities under this Agreement.

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

14. Indemnification; Defense; Cooperation. (a) The Licensee 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 negligent acts or omissions of the Licensee or a Licensee Agent.

(b) The Licensee shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Licensee'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 Licensee is responsible under the Licensee's indemnification obligations, the Licensee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) **The Licensee shall, and shall cause Licensee 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 Licensee and/or a Licensee Agent in connection with this Agreement. In such event, so long as there are no allegations of negligence against Firm or Contractor Agents, the Firm and Contractor Agents shall be compensated at their standard hourly rates.**

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

15. Disclaimer. (a) The County makes no claim as to the accuracy of the Basemap and its associated data tables and assumes no responsibility for their positional or content accuracy. The Contractor has the right to rely upon the accuracy and thoroughness of the Basemap and its associated data tables. The County makes no claim as to the ability of the Basemap to fulfill the application requirements of the Contracting Organization or Licensee.

(b) **In providing data or access to data, the County assumes no obligation to assist the Licensee in the use of the data or in the development, use, or**



**maintenance of any applications applied to the data.**

**(c) The County assumes no responsibility for the accuracy of any subsequent copies of the licensed data, made and distributed within the Licensee's organization.**

16. 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.

17. Termination. This Agreement may be terminated (i) for any reason by any party to this Agreement upon thirty (30) days' written notice and/or (ii) for "Cause" by the County. Termination is effective thirty (30) days from the receipt of such notice, except where such termination is for Cause. Where termination is for Cause, termination is effective immediately upon receipt of such notice. Upon such termination, the Licensee must cease use of all licensed data and return the same to the County.

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 services to which this Agreement or related agreements relate.

18. Accounting Procedures; Records. The Licensee 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 Licensee 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.

19. 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.

20. 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 of Information Technology, at the address specified above for the Department, (ii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, (iii) if to the Licensee, to the attention of the person who executed this Agreement on behalf of the Licensee at the address specified above for the Licensee, and (iv) if to the Contracting Organization, to the attention of the person who executed this Agreement on behalf of the Contracting Organization at the address specified above for the Contracting Organization, or in each case to such other persons or addresses as shall be designated by written notice.

21. 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.

22. 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.

23. 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.





**Appendix M**  
**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

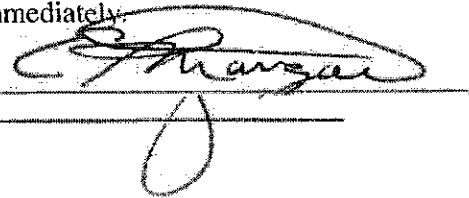
ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined

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: \_\_\_\_\_



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**PLEASE SEE PDF OF  
COMPLETED FORMS**

COUNTY OF NASSAU



**PLEASE SEE PDF OF COMPLETED FORMS**

**A**

**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.

NO TEXT ON THIS PAGE



**PLEASE SEE PDF OF COMPLETED FORMS**

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**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 does a prudent person in the ordinary course of business dealings normally possess.**
- 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.**



## APPENDIX J

### 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, 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, 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 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.

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.

## REQUEST TO INITIATE

RTI Number

16-0461

## 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: Complete Streets Improvements to Grand Avenue - Design Services

Department: Public Works Project Manager: Sean Sallie

Date: November 14, 2016

Service Requested: TDR and engineering documents for complete streets improvements to Grand Avenue between and including the intersections of Merrick Road to the intersection of Stanton Avenue.

Justification: traffic calming, safety and mobility improvements

Requested by: Sean Sallie, Planning Supervisor

Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design) Construction/CM/Equipment

\$700,000

Circle appropriate phase

Total Project Cost: \$6,000,000

Date Start Work: 2/17  
Phase being requestedDuration: 12 months  
Phase being requestedCapital Funding Approval: YES ☒ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):

See Attached Sheet if multiyear ☐

NIFS Entered:

N/A

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code:

61091-000

use this on all encumbrances

Timesheet Code:

16-0461

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 <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval:

YES NO

Signature \_\_\_\_\_



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

**MEMORANDUM**

Date: June 12, 2017

To: Rob Walker, Chief Deputy County Executive

From: Department of Public Works

Re: **Selection Committee Recommendation  
Complete Streets Improvements to Grand Avenue – Design Services  
RFP# PW-H61091-02D**

**INTRODUCTION**

In March, 2016, the Nassau County Department of Public Works (DPW) completed a Traffic Study for Grand Avenue (from Merrick Road to Stanton Avenue) that analyzed existing transportation conditions, and assessed the feasibility of complete streets improvements that would complement economic revitalization efforts currently underway along the corridor. The above-mentioned solicitation for design services is the next phase in implementing identified complete streets/traffic safety improvements. The recommended design services contract would be paid for partially through a 2015 New York State Consolidated Funding Application (CFA) award.

On January 6, 2017, DPW issued a Request for Proposals (the "RFP"), the purpose of which was to solicit proposals from professional engineering and related consulting firms for the preparation of design and bid documents for complete streets improvements to Grand Avenue, located in Baldwin, Town of Hempstead. The anticipated contract resulting from this solicitation is foreseen to be partially funded by a NYS CFA grant, and the contracted firm(s) are responsible for making best efforts to meet a goal of 30% for Minority and Women Business Enterprises ("M/WBE") participation, 15% for Minority Business Enterprises ("MBE") participation and 15% for Women Business Enterprises ("WBE") participation.

Notice of the RFP was published in Newsday and was made available on the County's eProcurement webpage. Four addenda to the RFP were issued on the following dates: January 11, 2017 (Addendum #1), February 1, 2017 (Addendum #2), February 7, 2017 (Addendum #3) and February 9, 2017 (Addendum #4). On February 13, 2017, proposals from seven (7) entities were received. A list of proposals, in alphabetical order of the prime consultant, is provided below:

- 1) Cameron Engineering & Associates, LLP ("Cameron")
- 2) De Bruin Engineering, P.C. ("de Bruin")
- 3) GEB Engineers ("GEB")
- 4) ~~GPI-Greenman-Pedersen, Inc. ("GPI")~~
- 5) LiRo Engineering, Inc. ("LiRo")
- 6) Nelson & Pope Engineers and Surveyors ("N&P")
- 7) Stantec Consulting Services ("Stantec")

An RFP evaluation and selection committee (the "Committee") was formed and comprised of the following personnel from DPW:

- Richard Millet, Chief Deputy Commissioner
- Ken Arnold, P.E., Assistant to the Commissioner
- Harold Lutz, P.E., Director of Traffic Engineering
- Sean Sallie, AICP, Planning Supervisor
- Donna Boyle, P.E., Civil Engineer III

#### **SELECTION COMMITTEE REVIEW PROCESS**

The Committee was provided hard copies of the technical proposals and score sheet template on February 14, 2017. The Committee met on March 21, 2017 to discuss and rank the technical proposals. Firms were given an ordinal ranking (1 representing the highest scoring proposal and 6 representing the lowest scoring proposal<sup>1</sup>) [see Table 1]. Upon scoring the seven proposals, the two highest-scored firms, GPI and LiRo, were in a statistical tie of 88.4 and 89.4, respectively. In accordance with Department guidance (refer to *NCDPW Procurement Guidance Memorandum, dated December 14, 1988*), when firms are in a statistical tie, less than 1.5 points apart, the Committee shall hold interviews prior to the review of cost proposals. On March 30, 2017, the Committee held separate in-person interviews with both firms<sup>2</sup>. Firms were asked in advance to provide in a short presentation the approach/methodology for completing the design task, highlight experience of the key personnel assigned to the project, and an explanation of why the firm is the best fit for the project. Subsequent to the interviews, DPW requested from both GPI and LiRo a breakout of man-hours and titles for the micro-simulation/visualization task. This task was determined by the Committee to be a key differentiator in the two firm's proposals. Consistent with the previously-mentioned Departmental guidance memorandum, the Committee determined by majority that LiRo presented the best technical approach; and therefore, would receive one (1) additional technical point. Finally, on April 17, 2017, the Committee opened and reviewed the cost proposals for GPI and LiRo. It is important to point out that based on clarifying language provided in RFP Addendum #2, GPI assumed that no ROW acquisition would be required. As such, GPI's cost proposal did not include a price for Task II F - *Right of Way Maps*. When LiRo's proposed fee for Task II F is subtracted from the total, LiRo proposed the lesser project cost. In a measure to gain further value for the County, the Committee (per written/email request) received a BAFO from LiRo on April 25, 2017 that included a reduction in proposed project cost from \$1,123,020 to \$1,094,327, or 2.6% less than the original proposal.

---

<sup>1</sup> GEB was deemed non-responsive by Nassau County Department of Procurement Compliance.

<sup>2</sup> Selection Committee member, Harold Lutz, was not present for either in-person interview.



**Table 1**  
**Technical/Cost Proposal Ranking Matrix**

Technical Proposals							
Selection Committee	Cameron	de Brum	GEB	GPI	LiRo	N&P	StanteC
Reviewer 1	83	83		82	93	91	81
Reviewer 2	72	64		85	86	79	85
Reviewer 3	73	80		87	80	89	71
Reviewer 4	81	69		94	92	83	90
Reviewer 5	79	75		94	96	87	81
Total Technical	388	371		442	447	429	408
Average Technical	77.6	74.2		88.4	89.4	85.8	81.6
Interviewed	No	No		Yes	Yes	No	No
Interview Score	N/A	N/A		0	1	N/A	N/A
Final Technical Score	77.6	74.2		88.4	90.4	85.8	81.6
Technical Rank	5	6		2	1	3	4
Cost Proposal	\$1,042,071.41	\$1,289,900.00		\$1,040,100.00	\$1,123,020.00	\$472,400.00	\$1,315,410.00
BAFO	N/A	N/A		N/A	\$1,094,327.00	N/A	N/A
Cost Proposal Assuming No ROW Acquisition	\$815,048.91	\$789,900.00		\$1,040,100.00	\$654,327.00	\$472,400.00	\$815,410.00
Proposed Contract Cost (Inclusive of Contingency)	NA	NA		NA	\$750,000.00	NA	NA

<sup>1</sup> GEB was deemed non-responsive by Nassau County Department of Procurement Compliance. As such, the GEB proposal was not scored.

The Committee found that LiRo fully achieves the County and State M/WBE utilization requirements, as referred in the RFP [see Table 2], and provided the most comprehensive and responsive proposal. LiRo's proposal demonstrated superior knowledge, experience and understanding of the project and of the roadway environs. Having performed the antecedent traffic study and most recent resurfacing of Grand Avenue, LiRo has a first-hand understanding of the physical challenges and opportunities, community sensitivities and feasible complete streets concepts for this particular corridor. LiRo has spent a superior amount of hours observing the existing traffic and non-motorized transportation elements along the corridor. After taking into account these experiential factors, along with the professional capabilities of the firm, the Committee determined that LiRo would provide the best value to the County. The Selection Committee did take note of N&P's proposed fee which was significantly lower than the other high-ranked firms. N&P did not include the cost of Right of Way mapping (Task IIF) in its proposal, leading to a significantly lower overall fee. It is also to be noted that N&P did not express prior experience and/or expertise in conducting traffic micro-simulations. The results of this task will serve as the primary indicator for whether or not the road-diet component of the project moves forward. It is critical that the selected firm (or sub-consultant) demonstrate prior experience with conducting similar modeling tasks. The Committee found that N&P did not demonstrate satisfactory prior experience.

**Table 2**  
**LiRo Proposal W/MBE Utilization**

Subconsultant	MBE/WBE	Proposed Staffing & Cost Total	Percentage Total Project Cost	Total Project Cost Proposal	R.O.W. Maps	Project Cost w/o R.O.W. Maps	Proposed Staffing w/o R.O.W. Maps	Percentage w/o R.O.W. Maps
Geddon GRC Consulting	MBE	\$ 90,877.52	8.30%	\$ 1,094,327.00	\$ 440,000.00	\$ 654,327.00	\$ 90,877.52	13.89%
Traflet Databank	MBE	\$ 27,428.00	2.51%	\$ 1,094,327.00	\$ 440,000.00	\$ 654,327.00	\$ 27,428.00	4.19%
B. Thayer Associates	WBE	\$ 634,775.00	58.01%	\$ 1,094,327.00	\$ 440,000.00	\$ 654,327.00	\$ 194,775.00	29.77%
Total		\$ 753,080.52	68.82%	\$ 1,094,327.00	\$ 440,000.00	\$ 654,327.00	\$ 313,080.52	47.85%
* Includes R.O.W. Maps - B. Thayer Associates								

**CONSISTENCY WITH COUNTY PROCUREMENT POLICY**

As mentioned above, the five (5) member Selection Committee was inclusive of professional engineers and planners from the Department of Public Works. Technical proposals were scored and ranked based on the evaluation criteria included in the RFP and a highest-ranked proposal was identified. Respondent's cost proposals were found to be within the budget allotted in County Capital Plan.

**SUMMARY OF ACTIVITIES**

- |                      |   |
|----------------------|---|
| 1. March 29, 2016    | County of Nassau Signs Incentive Proposal with NYS Empire State Development (ESD) for CFA Grant |
| 2. January 6, 2017   | RFP Published Publicly  |
| 3. January 11, 2017  | Addendum #1 Published Publicly  |
| 4. February 1, 2017  | Addendum #2 Published Publicly  |
| 5. February 7, 2017  | Addendum #3 Published Publicly  |
| 6. February 9, 2017  | Addendum #4 Published Publicly  |
| 7. February 13, 2017 | Proposal Submittal Due  |
| 8. March 21, 2017    | Initial Selection Committee Meeting   |
| 9. March 30, 2017    | Separate Interviews with GPI and LiRo   |
| 10. April 17, 2017   | Cost Proposals from GPI and LiRo Opened   |
| 11. April 25, 2017   | BAFO from LiRo Received   |

**JUSTIFICATION**

The proposed *Complete Streets Improvements to Grand Avenue – Design Services* was bid as a competitive RFP:

1. Estimate of costs was established prior to opening the proposals
2. The award recommendation is being made to the proposal with the highest technical score and lowest cost of the two highest technically-ranked firms.

**RECOMMENDATION**

The Committee concluded that LiRo technical proposal met the County's expectation of completeness and quality. The Committee is confident that the LiRo proposal will provide the greatest value to the County. Based on the technical and cost evaluation described above, the Committee recommends that the County move forward with contract negotiations with LiRo for design services relating to Complete Streets Improvements to Grand Avenue. The Committee proposes that a contract for professional design services between the Nassau County Department of Public Works and LiRo be approved for an amount not to exceed \$750,000.00. This fee is inclusive of a contingency to cover potential extra work as deemed necessary by the Department, including, utility coordination, soils investigation and limited ROW

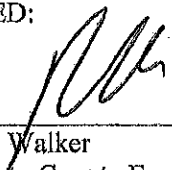
mapping. It is important to note that a portion of this contract fee, in the amount of \$135,000.00, is reimbursable through a 2015 NYS CFA grant award. The Committee is prepared to discuss its recommendation in further detail, at your convenience. Thank you.



Shila Shah-Gavnoudias, P.E.  
Commissioner

Cc; Kenneth G. Arnold, P.E., Assistant to the Commissioner  
Sean E. Sallie, AICP, Planning Supervisor  
Harold Lutz, P.E., Director of Traffic Engineering

APPROVED:



6/5/2017

Richard R. Walker  
Chief Deputy County Executive

Date

DISAPPROVED:

Richard R. Walker  
Chief Deputy County Executive

Date

C16-033

**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:** November 17, 2016

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Complete Streets Improvements to Grand Avenue-Design Services

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

1. DPW plans to recommend a contract/agreement for the following services:  
Engineering services in regard to the preparation of a comprehensive design report and engineering documents for Complete Streets improvements to Grand Avenue between and including the intersections of Merrick Road (southern limit) to the intersection of Stanton Avenue (northern limit), located in the Hamlet of Baldwin, Town of Hempstead, New York. Grand Avenue is a prime commercial corridor through the Hamlet of Baldwin that consists of small business retail, multi-family residential development, civic and community assets, and the Long Island Rail Road Baldwin Station. The corridor is undergoing revitalization as there is a planned mixed-use development project at the NW corner of Merrick Road and Grand Avenue. The County seeks to provide pedestrian and non-motorized accessibility and safety improvements to support and enhance the local revitalization effort.
2. The work involves the following:  
The design of traffic calming measures along Grand Avenue between and including the intersections of Merrick Road (southern limit) to the intersection of Stanton Avenue (northern limit), located in the Hamlet of Baldwin, Town of Hempstead, New York.
3. An estimate of the cost is: \$700,000.00
4. An estimate of the duration is: twelve (12) months (w/ a six (6) month extension)

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

  
Kenneth G. Arnold  
Assistant to Commissioner

KGA:WSN:pl

- 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 Unit  
Sean Sallie, Planning Supervisor  
Loretta Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II



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

**TO:** Sean Sallie, Planning Supervisor

**FROM:** Office of the Commissioner

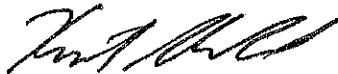
**DATE:** February 23, 2017

**SUBJECT:** CSEA Sub-Contracting Approval  
C16-033 – Complete Streets Improvements to Grand Avenue-Design Services

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as C16-033.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

If you have any questions please speak with Jonathan Lesman.



Kenneth G. Arnold  
Assistant to Commissioner

KGA:las

c: William S. Nimmo, Deputy Commissioner  
Loretta Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II



Appendix O  
**USDOJ CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

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 or 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.

Luis M. Tormenta, PE, Chief Executive Officer

Name and Title of Authorized Representative

Signature

m/d/yy

Date

LiRo Engineers, Inc.

Name of Organization

3 Aerial Way, Syosset, NY 11791

Address of Organization



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/16/2017

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).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 333 Earle Ovington Blvd Suite 700 Uniondale NY 11553	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No., Ext):</b>	<b>FAX (A/C, No.):</b>	
<b>INSURED</b> LiRo Engineers, Inc. Three Aerial Way Syosset NY 11791	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : Aspen American Insurance Company		43460
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

## COVERAGES

CERTIFICATE NUMBER: 886391424

REVISION NUMBER:

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

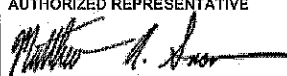
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO5834596-04	11/1/2016	11/1/2017	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	BAP5834594-04	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	SXS5835019-04	11/1/2016	11/1/2017	EACH OCCURRENCE \$11,000,000 AGGREGATE \$11,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC5834597-04	11/1/2016	11/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 B	Pollution/Professional Liability Valuable Papers	Y Y	Y Y	EOC 9263127-09 IMAEUVE16	11/1/2016 11/1/2016	11/1/2017 11/1/2017	Occ./Agg. Limit: \$5,000,000 \$5,000,000

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

Re: Complete Street Improvements to Grand Avenue.  
Nassau County DPW is included as Additional Insured as respects General Liability, Automobile Liability, and Umbrella Liability as required by written contract. Waiver of subrogation is included as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION 30 Days Notice of Cancellation

Nassau County DPW 1194 Prospect Avenue Westbury NY 11590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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**ZURICH®**

## **Additional Insured – Automatic – Owners, Lessees Or Contractors**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO5834596-04	11/01/2016	11/01/2017	11/01/2016			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** LIRO ENGINEERS, INC.

**Address (including ZIP Code):**

3 AERIAL WAY

SYOSSET, NY 11791

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



- C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
  - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

ANY PERSON OR ORGANIZATION THAT IS INSURED UNDER THIS POLICY AND  
REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT  
OR AGREEMENT WITH A NAMED INSURED THAT IS EXECUTED PRIOR TO THE  
ACCIDENT OR LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.


The following is added to Paragraph 8. Transfer Of  
Rights Of Recovery Against Others To Us of Section  
IV – Conditions:

We waive any right of recovery we may have against  
the person or organization shown in the Schedule  
above because of payments we make for injury or  
damage arising out of your ongoing operations or  
"your work" done under a contract with that person  
or organization and included in the "products-  
completed operations hazard". This waiver applies  
only to the person or organization shown in the  
Schedule above.

# **EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN** Submit with Bid or Proposal – Instructions on page 2

<b>Solicitation/Program Name:</b> Complete Streets Improvements to Grand Avenue - Design Services RFP Number: PW-H61091-02D		<b>Report Includes:</b> <input type="checkbox"/> Workforce to be utilized on this contract <input checked="" type="checkbox"/> Contractor/Subcontractor's total work force
<b>Offeror's Name:</b> LiRo Engineers, Inc.		<b>Reporting Entity:</b> <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor
<b>Offeror's Address:</b> 3 Aerial Way, Syosset, NY 11791		<b>Subcontractor's name</b> _____

EEO-Job Category	Total Work force	Workforce by Gender		Workforce by Race/Ethnic Identification										Disabilities			
		Total Male (M)	Total Female (F)	White (M)	White (F)	Black (M)	Black (F)	Hispanic (M)	Hispanic (F)	Asian (M)	Asian (F)	Native American (M)	Native American (F)	Disabled (M)	Disabled (F)	Veteran (M)	Veteran (F)
Officials/Administrators	73	64	9	53	8	2	0	3	0	6	1	0	0	0	0	0	0
Professionals	393	320	73	239	5	11	5	32	7	37	8	1	0	0	0	0	0
Technicians	238	214	24	123	13	43	3	27	5	21	3	0	0	0	0	0	0
Service Maintenance Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	95	29	66	23	31	1	14	3	17	2	4	0	0	0	0	0	0
Skilled Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Paraprofessionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Protective Services Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Totals</b>	<b>799</b>	<b>627</b>	<b>172</b>	<b>438</b>	<b>105</b>	<b>57</b>	<b>22</b>	<b>65</b>	<b>29</b>	<b>66</b>	<b>16</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

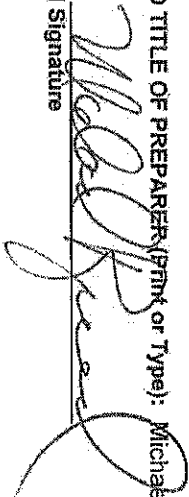
<b>PREPARED BY (Signature):</b> 	<b>TELEPHONE NO.:</b> (516) 938-5476	<b>DATE:</b> 2/13/2017
<b>NAME AND TITLE OF PREPARER (Print or Type):</b> Michael Rennard, PE, Vice President	<b>EMAIL ADDRESS:</b> rennardm@liro.com	
<b>SUBMIT COMPLETED WITH BID OR PROPOSAL</b>		

# MMBE UTILIZATION PLAN

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: LiRo Engineers, Inc.  
Address: 3 Aerial Way  
City, State, Zip Code: Syosset, NY 11791  
Region/Location of Work: Nassau County, Baldwin, NY

Federal Identification Number: 13-1974950  
Solicitation Number: PW-H61091-02D  
Telephone Number: (516) 938-5476  
MMBE Goals in the Contract: MBE 15 % WBE 15 %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No. See attached for additional firm.	2. Classification NYS ESD CERTIFIED <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE	3. Federal ID No. [REDACTED]	4. Detailed Description of Work (Attach additional sheets, if necessary) Surveying	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract 25%																
A. B. Thayer Associates 100 Crossways Park Drive W, Suite 104 Woodbury, NY 11797	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE	[REDACTED]	Surveying	25%																
B. Gedeon GRC Consulting 6901 Jericho Turnpike, Suite 216 Syosset, NY 11791	NYS ESD CERTIFIED <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE	[REDACTED]	Civil/Drainage/Utilities	12%																
6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).																				
PREPARED and APPROVED BY: Michael Rennard, PE																				
NAME AND TITLE OF PREPARER (Print or Type): Michael Rennard, PE, Vice President																				
Signature:  Authorized Signature																				
DATE: February 10, 2017																				
TELEPHONE NO: (516) 938-5476																				
EMAIL ADDRESS: rennardm@liro.com																				
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.																				
<table border="1"> <tr> <td>REVIEWED BY:</td> <td>DATE:</td> </tr> <tr> <td colspan="2">UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date:</td> </tr> <tr> <td colspan="2">Contract No:</td> </tr> <tr> <td colspan="2">Contract Award Date:</td> </tr> <tr> <td colspan="2">Estimated Date of Completion:</td> </tr> <tr> <td colspan="2">Amount Obligated Under the Contract:</td> </tr> <tr> <td colspan="2">NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date:</td> </tr> <tr> <td colspan="2">NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date:</td> </tr> </table>					REVIEWED BY:	DATE:	UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date:		Contract No:		Contract Award Date:		Estimated Date of Completion:		Amount Obligated Under the Contract:		NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date:		NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date:	
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## M/WBE UTILIZATION PLAN

1. Certified M/WBE SuBcontractors	2. Classification	3. Federal ID No.	4. Work	5. Dollar Value
Traffic Databank	MBE	xx-xxx8838	Traffic Data Collection	3%

