

E-185-17

NIFS ID:CLPW17000020 Department: Public Works**Capital: X**

SERVICE: Amendment #3 H670008DL on Call Agreement

Contract ID #:CFPW14000012 NIFS Entry Date: 08-AUG-17 Term: from 26-MAY-17 to 26-NOV-18

Amendment
Time Extension: X
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	Y

Vendor Info:	
Name: LiRo Engineers, Inc.	Vendor ID#: 13-1974950
Address: Three Aerial Way	Contact Person: Michael Bailey
Syosset, NY 11991	
	Phone: 516 938 5476

Department:	
Contact Name: Saji Varughese	
Address: 1194 Prospect Ave	
Westbury, NY 11590	
Phone: 516 571 9651	

RECEIVED
MASSACHUSETTS
CLERK OF THE LEGISLATURE
2017 SEP - 6 P 2:55

Routing Slip

Department	NIFS Entry: X	08-AUG-17 -- LDIONISIO
Department	NIFS Approval: X	18-AUG-17 -- KARNOLD
DPW	Capital Fund Approved: X	18-AUG-17 -- KARNOLD
OMB	NIFA Approval: X	21-AUG-17 -- RDALLEVA
OMB	NIFS Approval: X	18-AUG-17 -- MVOCATURA
County Atty.	Insurance Verification: X	18-AUG-17 -- AAMATO
County Atty.	Approval to Form: X	21-AUG-17 -- NSARANDIS
Dep. CE	Approval: X	06-SEP-17 -- CRIBANDO
Leg. Affairs	Approval/Review: X	05-SEP-17 -- MREYNOLDS

Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The original contract was to provide ¿On Call¿ Professional Construction Management and Inspection Services for all construction activities in the highway/Bridge unit. This amendment is to increase the expiration date for 18 more months from the date of expiration.
Method of Procurement: The contract was previously selected through an open competitive process.
Procurement History: The contract was previously selected through an open competitive process. This is the third amendment
Description of General Provisions: This amendment is to increase the expiration date for 18 more months.
Impact on Funding / Price Analysis: This amendment have no impact on funding
Change in Contract from Prior Procurement: This Amendment #3 on this agreement will amend the expiration date for this agreement for 18 more months from the original expiration date.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	61	Revenue		12	PWCAPCAP-	\$ 0.01
Resp:	587	Contract:			61587/000-00003	\$ 0.01
Object:	00003	County	\$ 0.00			\$ 0.00
Transaction:	CL	Federal	\$ 0.00			\$ 0.00
Project #:	61587	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 0.01			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01

RENEWAL	
% Increase	
% Decrease	

NIFA Nassau County Interim Finance Authority

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

1. Vendor: LiRo Engineers, Inc.

2. Dollar amount requiring NIFA approval: \$.01

Amount to be encumbered: \$.01

This is a Amendment

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

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

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

3. Contract Term: 18 more months

Has work or services on this contract commenced? Y ____

If yes, please explain: THIS IS AN AMENDMENT TO THE EXISTING AGREEMENT

4. Funding Source:

General Fund (GEN)

Grant Fund (GRT)

X Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

The original contract was to provide On Call Professional Construction Management and Inspection Services for all construction activities in the highway/Bridge unit. This amendment is to increase the expiration date for 18 more months from the date of expiration.

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

21-AUG-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.

George Maragos
Comptroller



COMPTROLLER

OFFICE OF THE

240 Old Country Road

Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: LiRo Engineers, Inc.
CONTRACTOR ADDRESS: Three Aerial Way, Syosset, NY 11791
FEDERAL TAX ID #: 13-1974950

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

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

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

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

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

The contract was originally executed by Nassau County on 5/26/2014. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P. Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected. [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.

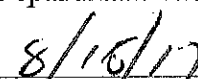
IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

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



Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A



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, Friends of Norma Gonsolves,
Yevoli 2017, Labriola for Comptroller

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.

Dated: 6/26/17

Vendor: LiRo Engineers, Inc.

Signed: [Signature]

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

Exhibit B



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

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

NO/NONE

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

NO/NONE

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

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

NO/NONE

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

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

NO/NONE

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: 6/26/17

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 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.

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 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 05 / 23 / 14 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 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 ☒ 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 ☒ 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 ☒ 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 ☐ 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 ☒ 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 ☒ If Yes, provide details for each such year.

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 High Tower 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.



LiRo Program and Construction Management, PE P.C.

A LiRo Group Company

37 Aerial Way, Syosset, New York 11791 Telephone: 516.938.5476 Facsimile 516.938.5491

June 27, 2017

Mrs. Jane Houdek
Counsel to the Department of Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Re: NCDPW Grand Avenue

Dear Mrs. Houdek:

This is in response to your email request for additional information clarifying a prior investigation regarding a NYCHA roofing project and the High Tower Stipulation of Settlement.

In December 2013, LiRo Program and Construction Management, PE P.C. ("LiRo") received a Civil Investigation Demand pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a New York City Housing Authority roofing project. LiRo served as the construction manager for this project, which was completed in 2011.

In April 2014, LiRo received verbal communication that the investigation did not find any improper conduct on the part of LiRo, and that the investigation was closed. No written communication was received by LiRo.

Also attached is the Stipulation of Settlement in the matter of the complaint regarding High Tower Construction Group, Inc., which is attached as Exhibit A. Please note paragraph #6 which indicates that funds were withheld from LiRo by the Comptroller to close the complaint.

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact me at (516) 938-5476 ext. 105.

Very truly yours,

Alfred C. Beresne
Vice President, General Counsel
and Corporate Secretary

Exhibit A

**THE OFFICE OF THE COMPTROLLER
OF THE CITY OF NEW YORK**

In the matter of the Complaint

- against -

Stipulation
of
Settlement

Liro Program and Construction Management,
P.C. [Prime Contractor], High Tower
Construction Group, Inc. [Subcontractor], and
Michael Lynch [President/Owner/Shareholder]

Labor Law File No. 20050503

For a violation of New York State
Labor Law § 220 *et seq.*

IT HEREBY IS STIPULATED AND AGREED by and between Liro Program and
Construction Management, P.C. ("Liro"), High Tower Construction Group, Inc. ("High Tower"),
Michael Lynch ("Lynch"), and the Office of the Comptroller of the City of New York
("Comptroller"), that:

1. Liro, High Tower and Lynch are aware that they are entitled to a hearing prior to the issuance of an Order by the Comptroller as to all of the issues set forth herein pursuant to § 220 (8) and subdivision (2)(c) of § 220-b of the New York State Labor Law, and that they are also entitled to seek judicial review of such Order pursuant to Article 78 of the Civil Practice Law and Rules.

2. Liro, High Tower and Lynch hereby waive their right to said hearing and judicial review and consent and agree that this Stipulation of Settlement will have the full force and effect of an Order by the Comptroller with the terms set forth below.

3. Liro's principal place of business is 3 Aerial Way, Syosset, New York 11791; its tax identification number is 11-3205660; and its President is John Lekstutis. High Tower's principal place of business is 5940 56th Ave., Maspeth, NY 11378; its tax identification number is 11-3567785, and its President is Michael Lynch. Michael Lynch's address is 5940 56th Ave., Maspeth, NY 11378.

4. The New York City Department of Design and Construction (hereafter "DDC") awarded Liro Contract #97C4414 (hereinafter the "Contract") which required new construction and general rehabilitation construction work at various EMS stations. Liro then contracted with THC Realty Development, L.P. ("THC") who then subcontracted with High Tower to perform brickwork on the project between March 2005 and November 2005.

5. High Tower misclassified its employees as Laborers and Apprentices instead of Brick Layers or Mason Tenders and, as a result, failed to pay the correct prevailing wages and prevailing wage supplements to thirty-four of its employees, as set forth in the annexed Summary of Underpayment, resulting in an underpayment of \$40,747.09 and interest in the amount of \$4,838.42, for a total violation of \$45,585.51.

6. Pursuant to New York State Labor Law Labor Law §223, THC and ultimately Liro are financially responsible for High Tower's failure to pay its workers the correct prevailing wages and prevailing wage supplements. Efforts to locate THC 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 obligations. Accordingly, Liro acknowledges having read this document and understands same and consents and agrees that High Tower's underpayment of wages, supplements and interest in the total amount of \$45,585.51 shall be paid out of the funds currently withheld from Liro by the Comptroller pursuant to Labor Law § 220-b (2)(b) on the Contract. Liro relinquishes all claims to \$45,585.51 of the total amount withheld under the Comptroller's stop-payment order on the Contract. The Comptroller shall release any funds withheld over and above the \$45,585.51.

7. The failure of High Tower to pay its employees the correct prevailing wages and prevailing wage supplements shall be deemed a willful violation by High Tower for purposes of subdivision §220-b (3)(b) of Labor Law. A civil penalty of \$10,000.00 has been assessed by the Comptroller against High Tower. High Tower agrees to pay the amount of \$10,000.00 by check payable to "Office of the New York City Comptroller." However, Liro's financial responsibility is not and shall not be considered a willful violation for purposes of Labor Law §220-b (3)(b) and Liro shall not be responsible for the payment of the civil penalty.

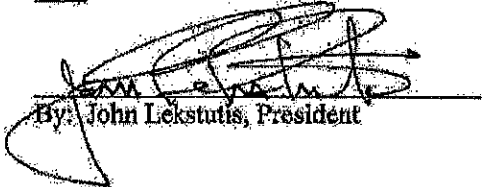
8. Upon execution of this Stipulation of Settlement the Comptroller will apply \$45,585.51 to the underpayment of supplements and interest owed to the employees as set forth in the attached Summary of Underpayment.

9. This Stipulation of Settlement will have no effect until fully executed by all parties listed below and payment is received in full. The Comptroller makes no representations other than those set forth herein and this Stipulation of Settlement merges any other prior agreements between the parties and constitutes the complete and entire agreement between the parties. This Stipulation of Settlement can be modified only by a written agreement executed by the parties herein. Each undersigned individual executing this Stipulation of Settlement represents and warrants that he or she has the authority to do so on behalf of themselves and the entities for which they are signing and that execution, delivery and performance of this Stipulation of Settlement has been duly and validly authorized and all necessary consents have been obtained.


10. Employee awards not claimed within six years of the effective date of the Stipulation of Settlement shall be retained by the City of New York as revenue.

11. Any dispute concerning this Stipulation of Settlement shall be construed in accordance with the laws of the State of New York. In the event of any dispute concerning or relating to this Stipulation of Settlement, the Parties agree to the exclusive jurisdiction of the Supreme Court, County, City and State of New York.

Liro:


By: John Lekstatis, President

High Tower:


By: Michael Lynch, President (on behalf of High Tower and himself)

Office of the New York City Comptroller:

By: Constantine P. Kokkoris, Bureau Chief
Bureau of Labor Law

Deborah Seidenberg, Director of Legal Affairs
Bureau of Labor Law

Dated: _____

MELTZER, LIPPE, GOLDSTEIN & BREITSTONE LLP
IOLA ACCOUNT
180 WILLS AVENUE
MINNEOLA, NY 11501

1899

1-887726
44

DATE Feb 6, 2013

PAY TO THE ORDER OF Office of the New York City Comptroller \$ 10,000.00

TEN THOUSAND DOLLARS

DOLLARS @

Commerce
Bank

Member FDIC
Equal Housing Lender
NYS 0000000000

[Signature]

⑆00148494⑆ 10250130735 7918158255⑈

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, 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 6th day of July, 2017


Notary Public

FLORENCE LIM
Notary Public, State of New York
No. 0116156882
Qualified in Richmond County
Term Expires 12/04/2018

LiRo Engineers, Inc.

Name of submitting business.

Luis M. Tormenta, PE

Print name


Signature

Chief Executive Officer

Title

7/6/2017
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 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 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 ☒ 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 ☒ 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 ☒ 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 ☐ 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 ☒ 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 ☒ If Yes, provide details for each such year.

Question 5

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

- LiRo Program and Construction Management, P.E. 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, P.E. 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.



LiRo Program and Construction Management, PE P.C.

A LiRo Group Company

3 Aerial Way, Syosset, New York 11791 Telephone: 516.938.5476 Facsimile 516.938.5491

June 27, 2017

Mrs. Jane Houdek
Counsel to the Department of Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Re: NCDPW Grand Avenue

Dear Mrs. Houdek:

This is in response to your email request for additional information clarifying a prior investigation regarding a NYCHA roofing project and the High Tower Stipulation of Settlement.

In December 2013, LiRo Program and Construction Management, PE P.C. ("LiRo") received a Civil Investigation Demand pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a New York City Housing Authority roofing project. LiRo served as the construction manager for this project, which was completed in 2011.

In April 2014, LiRo received verbal communication that the investigation did not find any improper conduct on the part of LiRo, and that the investigation was closed. No written communication was received by LiRo.

Also attached is the Stipulation of Settlement in the matter of the complaint regarding High Tower Construction Group, Inc., which is attached as Exhibit A. Please note paragraph #6 which indicates that funds were withheld from LiRo by the Comptroller to close the complaint.

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact me at (516) 938-5476 ext. 105.

Very truly yours,

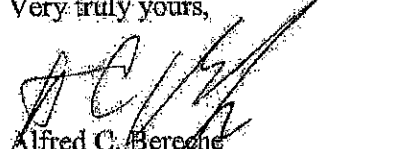

Alfred C. Beronche
Vice President, General Counsel
and Corporate Secretary

Exhibit A

**THE OFFICE OF THE COMPTROLLER
OF THE CITY OF NEW YORK**

-----X
In the matter of the Complaint

- against -

**Stipulation
of
Settlement**

**Liro Program and Construction Management,
P.C. [Prime Contractor], High Tower
Construction Group, Inc. [Subcontractor], and
Michael Lynch [President/Owner/Shareholder]**

Labor Law File No. 20050503

**For a violation of New York State
Labor Law § 220 *et seq.***
-----X

IT HEREBY IS STIPULATED AND AGREED by and between Liro Program and Construction Management, P.C. ("Liro"), High Tower Construction Group, Inc. ("High Tower"), Michael Lynch ("Lynch"), and the Office of the Comptroller of the City of New York ("Comptroller"), that:

1. Liro, High Tower and Lynch are aware that they are entitled to a hearing prior to the issuance of an Order by the Comptroller as to all of the issues set forth herein pursuant to § 220 (8) and subdivision (2)(c) of § 220-b of the New York State Labor Law, and that they are also entitled to seek judicial review of such Order pursuant to Article 78 of the Civil Practice Law and Rules.

2. Liro, High Tower and Lynch hereby waive their right to said hearing and judicial review and consent and agree that this Stipulation of Settlement will have the full force and effect of an Order by the Comptroller with the terms set forth below.

3. Liro's principal place of business is 3 Aerial Way, Syosset, New York 11791; its tax identification number is 11-3205660; and its President is John Lekstutis. High Tower's principal place of business is 5940 56th Ave., Maspeth, NY 11378; its tax identification number is 11-3567785, and its President is Michael Lynch. Michael Lynch's address is 5940 56th Ave., Maspeth, NY 11378.

4. The New York City Department of Design and Construction (hereafter "DDC") awarded Liro Contract #97C4414 (hereinafter the "Contract") which required new construction and general rehabilitation construction work at various EMS stations. Liro then contracted with THC Realty Development, L.P. ("THC") who then subcontracted with High Tower to perform brickwork on the project between March 2003 and November 2003.

5. High Tower misclassified its employees as Laborers and Apprentices instead of Brick Layers or Mason Tenders and, as a result, failed to pay the correct prevailing wages and prevailing wage supplements to thirty-four of its employees, as set forth in the annexed Summary of Underpayment, resulting in an underpayment of \$40,747.09, and interest in the amount of \$4,838.42, for a total violation of \$45,585.51.

6. Pursuant to New York State Labor Law Labor Law §223, THC and ultimately Liro are financially responsible for High Tower's failure to pay its workers the correct prevailing wages and prevailing wage supplements. Efforts to locate THC 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 obligations. Accordingly, Liro acknowledges having read this document and understands same and consents and agrees that High Tower's underpayment of wages, supplements and interest in the total amount of \$45,585.51 shall be paid out of the funds currently withheld from Liro by the Comptroller pursuant to Labor Law § 220-b (2)(b) on the Contract. Liro relinquishes all claims to \$45,585.51 of the total amount withheld under the Comptroller's stop-payment order on the Contract. The Comptroller shall release any funds withheld over and above the \$45,585.51.

7. The failure of High Tower to pay its employees the correct prevailing wages and prevailing wage supplements shall be deemed a willful violation by High Tower for purposes of subdivision §220-b (3)(b) of Labor Law. A civil penalty of \$10,000.00 has been assessed by the Comptroller against High Tower. High Tower agrees to pay the amount of \$10,000.00 by check payable to "Office of the New York City Comptroller." However, Liro's financial responsibility is not and shall not be considered a willful violation for purposes of Labor Law §220-b (3)(b) and Liro shall not be responsible for the payment of the civil penalty.

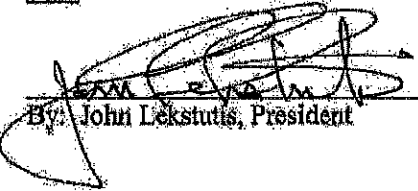
8. Upon execution of this Stipulation of Settlement the Comptroller will apply \$45,585.51 to the underpayment of supplements and interest owed to the employees as set forth in the attached Summary of Underpayment.

9. This Stipulation of Settlement will have no effect until fully executed by all parties listed below and payment is received in full. The Comptroller makes no representations other than those set forth herein and this Stipulation of Settlement merges any other prior agreements between the parties and constitutes the complete and entire agreement between the parties. This Stipulation of Settlement can be modified only by a written agreement executed by the parties herein. Each undersigned individual executing this Stipulation of Settlement represents and warrants that he or she has the authority to do so on behalf of themselves and the entities for which they are signing and that execution, delivery and performance of this Stipulation of Settlement has been duly and validly authorized and all necessary consents have been obtained.

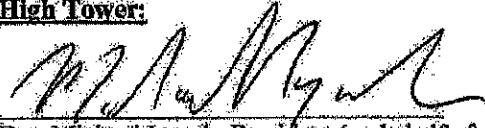
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Liro:


By: John Lekstutis, President

High Tower:


By: Michael Lynch, President (on behalf of High Tower and himself)

Office of the New York City Comptroller:

By: Constantine P. Kokkoris, Bureau Chief
Bureau of Labor Law

Deborah Seidenberg, Director of Legal Affairs
Bureau of Labor Law

Dated: _____

189

MINNEAPOLIS, NY 11501

1-1357/280

Feb 5 2013

MINNEAPOLIS, MN 55415

TO THE ORDER OF Office of the New York City Comptroller \$ 10,000.00

3200 STADIUM BL
BETHESDA
MD 20814

SHAW 7100

Commerce Bank

University of Maryland
305 Y.E.S. 2001

1000

生

1915-1916

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, 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 6th day of July, 2017

Mallory Mae Hoffman
Notary Public

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01-H06220142
Qualified in Suffolk County
Commission Expires April 12, 2018

LIRo Engineers, Inc.

Name of submitting business

Michael Burton, PE

Print name

[Signature]
Signature

Senior Vice President

Title

7.6.17
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 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 Liko 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.
 - 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.

Question 10

NYCHA Roofing

NYCHA Roofing: In December, 2013, LIRo Program and Construction Management, 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 High Tower 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.



LiRo Program and Construction Management, PE P.C.

A LiRo Group Company

3 Aerial Way, Syosset, New York 11791 Telephone 516.938.5476 Facsimile 516.938.5491

June 27, 2017

Mrs. Jane Houdek
Counsel to the Department of Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Re: NCDPW Grand Avenue

Dear Mrs. Houdek:

This is in response to your email request for additional information clarifying a prior investigation regarding a NYCHA roofing project and the High Tower Stipulation of Settlement.

In December 2013, LiRo Program and Construction Management, PE P.C. ("LiRo") received a Civil Investigation Demand pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a New York City Housing Authority roofing project. LiRo served as the construction manager for this project, which was completed in 2011.

In April 2014, LiRo received verbal communication that the investigation did not find any improper conduct on the part of LiRo, and that the investigation was closed. No written communication was received by LiRo.

Also attached is the Stipulation of Settlement in the matter of the complaint regarding High Tower Construction Group, Inc., which is attached as Exhibit A. Please note paragraph #6 which indicates that funds were withheld from LiRo by the Comptroller to close the complaint.

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact me at (516) 938-5476 ext. 105.

Very truly yours,

Alfred C. Bereone
Vice President, General Counsel
and Corporate Secretary

Exhibit A

**THE OFFICE OF THE COMPTROLLER
OF THE CITY OF NEW YORK**

-----X
In the matter of the Complaint

- against -

Stipulation
of
Settlement

Liro Program and Construction Management,
P.C. [Prime Contractor], High Tower
Construction Group, Inc. [Subcontractor], and
Michael Lynch [President/Owner/Shareholder]

Labor Law File No. 20050503

For a violation of New York State
Labor Law § 220 *et seq.*
-----X

IT HEREBY IS STIPULATED AND AGREED by and between Liro Program and Construction Management, P.C. ("Liro"), High Tower Construction Group, Inc. ("High Tower"), Michael Lynch ("Lynch"), and the Office of the Comptroller of the City of New York ("Comptroller"), that:

1. Liro, High Tower and Lynch are aware that they are entitled to a hearing prior to the issuance of an Order by the Comptroller as to all of the issues set forth herein pursuant to § 220 (8) and subdivision (2)(c) of § 220-b of the New York State Labor Law, and that they are also entitled to seek judicial review of such Order pursuant to Article 78 of the Civil Practice Law and Rules.

2. Liro, High Tower and Lynch hereby waive their right to said hearing and judicial review and consent and agree that this Stipulation of Settlement will have the full force and effect of an Order by the Comptroller with the terms set forth below.

3. Liro's principal place of business is 3 Aerial Way, Syosset, New York 11791; its tax identification number is 11-3205660; and its President is John Lekstutis. High Tower's principal place of business is 5940 56th Ave., Maspeth, NY 11378; its tax identification number is 11-3567785, and its President is Michael Lynch. Michael Lynch's address is 5940 56th Ave., Maspeth, NY 11378.

4. The New York City Department of Design and Construction (hereafter "DDC") awarded Liro Contract #97C4414 (hereinafter the "Contract") which required new construction and general rehabilitation construction work at various EMS stations. Liro then contracted with THC Realty Development, L.P. ("THC") who then subcontracted with High Tower to perform brickwork on the project between March 2005 and November 2005.

5. High Tower misclassified its employees as Laborers and Apprentices instead of Brick Layers or Mason Tenders and, as a result, failed to pay the correct prevailing wages and prevailing wage supplements to thirty-four of its employees, as set forth in the annexed Summary of Underpayment, resulting in an underpayment of \$40,747.09, and interest in the amount of \$4,838.42, for a total violation of \$45,585.51.

6. Pursuant to New York State Labor Law Labor Law §223, THC and ultimately Liro are financially responsible for High Tower's failure to pay its workers the correct prevailing wages and prevailing wage supplements. Efforts to locate THC 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 obligations. Accordingly, Liro acknowledges having read this document and understands same and consents and agrees that High Tower's underpayment of wages, supplements and interest in the total amount of \$45,585.51 shall be paid out of the funds currently withheld from Liro by the Comptroller pursuant to Labor Law § 220-b (2)(b) on the Contract. Liro relinquishes all claims to \$45,585.51 of the total amount withheld under the Comptroller's stop-payment order on the Contract. The Comptroller shall release any funds withheld over and above the \$45,585.51.

7. The failure of High Tower to pay its employees the correct prevailing wages and prevailing wage supplements shall be deemed a willful violation by High Tower for purposes of subdivision §220-b (3)(b) of Labor Law. A civil penalty of \$10,000.00 has been assessed by the Comptroller against High Tower. High Tower agrees to pay the amount of \$10,000.00 by check payable to "Office of the New York City Comptroller." However, Liro's financial responsibility is not and shall not be considered a willful violation for purposes of Labor Law §220-b (3)(b) and Liro shall not be responsible for the payment of the civil penalty.

8. Upon execution of this Stipulation of Settlement the Comptroller will apply \$45,585.51 to the underpayment of supplements and interest owed to the employees as set forth in the attached Summary of Underpayment.

9. This Stipulation of Settlement will have no effect until fully executed by all parties listed below and payment is received in full. The Comptroller makes no representations other than those set forth herein and this Stipulation of Settlement merges any other prior agreements between the parties and constitutes the complete and entire agreement between the parties. This Stipulation of Settlement can be modified only by a written agreement executed by the parties herein. Each undersigned individual executing this Stipulation of Settlement represents and warrants that he or she has the authority to do so on behalf of themselves and the entities for which they are signing and that execution, delivery and performance of this Stipulation of Settlement has been duly and validly authorized and all necessary consents have been obtained.

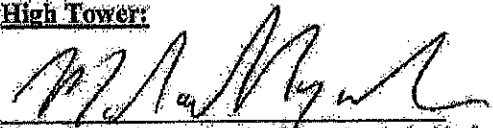
10. Employee awards not claimed within six years of the effective date of the Stipulation of Settlement shall be retained by the City of New York as revenue.

11. Any dispute concerning this Stipulation of Settlement shall be construed in accordance with the laws of the State of New York. In the event of any dispute concerning or relating to this Stipulation of Settlement, the Parties agree to the exclusive jurisdiction of the Supreme Court, County, City and State of New York.

Liro:


By: John Lekstutis, President

High Tower:


By: Michael Lynch, President (on behalf of High Tower and himself)

Office of the New York City Comptroller:

By: Constantine P. Kokkoris, Bureau Chief
Bureau of Labor Law

Deborah Seidenberg, Director of Legal Affairs
Bureau of Labor Law

Dated: _____

1899

ROSE L. M. JOSEPH

1-13571269

1922

DATE _____

of the New York City Controller

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 05-11-2010 BY 60322 UCBAW

DOLLARS

Commerce Bank

América's Most Convenient Bank
800-453-2000

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CERTIFICATION

A MATERIALLY FALSE STATEMENT WILL FULLY 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, 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 6th day of July 2017

Mallory Mae Hoffman
Notary Public

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01606220142
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

7.6.17
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 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 LRO Program and Construction Management, Inc., and LRO Constructors, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 6 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:

- Been debarred by any government agency from entering into contracts with that agency? YES NO X If Yes, provide details for each such instance.
- 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.
- 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.
- 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.)

- Is there any felony charge pending against you? YES NO X If Yes, provide details for each such charge.
- Is there any misdemeanor charge pending against you? YES NO X If Yes, provide details for each such charge.
- Is there any administrative charge pending against you? YES NO X If Yes, provide details for each such charge.
- 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.

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 6th day of July 2017

Mallory Mae Hoff
Notary Public

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01406220142
Qualified in Suffolk County
Commission Expires April 12, 2018

LiRo Engineers, Inc.

Name of submitting business

Lawrence Roberts

Print name

Lawrence Roberts
Signature

Chief Financial Officer

Title

7.1.16.1.17
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 Alfred Bereche
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 3 Aerial Way
City/state/zip Synasset, 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 6th day of July, 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

07 / 06 / 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 questionnaires.

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 LRO Program and Construction Management, PEP Co.

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 ☒ 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 ☒ 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 ☒ 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 ☐ 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 ☒ 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 ☒ If Yes, provide details for each such year.

Question 10

NYCHA Roofing

NYCHA Roofing: In December, 2013, LIRo Program and Construction Management, P.E. 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 U.S. 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 \$204,604.84, 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 \$45,595.50 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.



LiRo Program and Construction Management, PE P.C.

A LiRo Group Company

3 Aerial Way, Syosset, New York 11791 Telephone 516.938.5476 Facsimile 516.938.5491

June 27, 2017

Mrs. Jane Houdek
Counsel to the Department of Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Re: NCDPW Grand Avenue

Dear Mrs. Houdek:

This is in response to your email request for additional information clarifying a prior investigation regarding a NYCHA roofing project and the High Tower Stipulation of Settlement.

In December 2013, LiRo Program and Construction Management, PE P.C. ("LiRo") received a Civil Investigation Demand pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a New York City Housing Authority roofing project. LiRo served as the construction manager for this project, which was completed in 2011.

In April 2014, LiRo received verbal communication that the investigation did not find any improper conduct on the part of LiRo, and that the investigation was closed. No written communication was received by LiRo.

Also attached is the Stipulation of Settlement in the matter of the complaint regarding High Tower Construction Group, Inc., which is attached as Exhibit A. Please note paragraph #6 which indicates that funds were withheld from LiRo by the Comptroller to close the complaint.

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact me at (516) 938-5476 ext. 105.

Very truly yours,

Alfred C. Berane
Vice President, General Counsel
and Corporate Secretary

Exhibit A

**THE OFFICE OF THE COMPTROLLER
OF THE CITY OF NEW YORK**

In the matter of the Complaint

- against -

**Stipulation
of
Settlement**

**Liro Program and Construction Management,
P.C. [Prime Contractor], High Tower
Construction Group, Inc. [Subcontractor], and
Michael Lynch [President/Owner/Shareholder]**

Labor Law File No. 20050503

**For a violation of New York State
Labor Law § 220 *et seq.***

IT HEREBY IS STIPULATED AND AGREED by and between Liro Program and Construction Management, P.C. ("Liro"), High Tower Construction Group, Inc. ("High Tower"), Michael Lynch ("Lynch"), and the Office of the Comptroller of the City of New York ("Comptroller"), that:

1. Liro, High Tower and Lynch are aware that they are entitled to a hearing prior to the issuance of an Order by the Comptroller as to all of the issues set forth herein pursuant to § 220 (8) and subdivision (2)(c) of § 220-b of the New York State Labor Law, and that they are also entitled to seek judicial review of such Order pursuant to Article 78 of the Civil Practice Law and Rules.

2. Liro, High Tower and Lynch hereby waive their right to said hearing and judicial review and consent and agree that this Stipulation of Settlement will have the full force and effect of an Order by the Comptroller with the terms set forth below.

3. Liro's principal place of business is 3 Aerial Way, Syosset, New York 11791; its tax identification number is 11-3205660; and its President is John Lekstutis. High Tower's principal place of business is 5940 56th Ave., Maspeth, NY 11378; its tax identification number is 11-3567785, and its President is Michael Lynch. Michael Lynch's address is 5940 56th Ave., Maspeth, NY 11378.

4. The New York City Department of Design and Construction (hereafter "DDC") awarded Liro Contract #97C4414 (hereinafter the "Contract") which required new construction and general rehabilitation construction work at various EMS stations. Liro then contracted with THC Realty Development, L.P. ("THC") who then subcontracted with High Tower to perform brickwork on the project between March 2005 and November 2005.

5. High Tower misclassified its employees as Laborers and Apprentices instead of Brick Layers or Mason Tenders and, as a result, failed to pay the correct prevailing wages and prevailing wage supplements to thirty-four of its employees, as set forth in the annexed Summary of Underpayment, resulting in an underpayment of \$40,747.09, and interest in the amount of \$4,838.42, for a total violation of \$45,585.51.

6. Pursuant to New York State Labor Law Labor Law §223, THC and ultimately Liro are financially responsible for High Tower's failure to pay its workers the correct prevailing wages and prevailing wage supplements. Efforts to locate THC 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 obligations. Accordingly, Liro acknowledges having read this document and understands same and consents and agrees that High Tower's underpayment of wages, supplements and interest in the total amount of \$45,585.51 shall be paid out of the funds currently withheld from Liro by the Comptroller pursuant to Labor Law § 220-b (2)(b) on the Contract. Liro relinquishes all claims to \$45,585.51 of the total amount withheld under the Comptroller's stop-payment order on the Contract. The Comptroller shall release any funds withheld over and above the \$45,585.51.

7. The failure of High Tower to pay its employees the correct prevailing wages and prevailing wage supplements shall be deemed a willful violation by High Tower for purposes of subdivision §220-b (3)(b) of Labor Law. A civil penalty of \$10,000.00 has been assessed by the Comptroller against High Tower. High Tower agrees to pay the amount of \$10,000.00 by check payable to "Office of the New York City Comptroller." However, Liro's financial responsibility is not and shall not be considered a willful violation for purposes of Labor Law §220-b (3)(b) and Liro shall not be responsible for the payment of the civil penalty.

8. Upon execution of this Stipulation of Settlement the Comptroller will apply \$45,585.51 to the underpayment of supplements and interest owed to the employees as set forth in the attached Summary of Underpayment.

9. This Stipulation of Settlement will have no effect until fully executed by all parties listed below and payment is received in full. The Comptroller makes no representations other than those set forth herein and this Stipulation of Settlement merges any other prior agreements between the parties and constitutes the complete and entire agreement between the parties. This Stipulation of Settlement can be modified only by a written agreement executed by the parties herein. Each undersigned individual executing this Stipulation of Settlement represents and warrants that he or she has the authority to do so on behalf of themselves and the entities for which they are signing and that execution, delivery and performance of this Stipulation of Settlement has been duly and validly authorized and all necessary consents have been obtained.

10. Employee awards not claimed within six years of the effective date of the Stipulation of Settlement shall be retained by the City of New York as revenue.

11. Any dispute concerning this Stipulation of Settlement shall be construed in accordance with the laws of the State of New York. In the event of any dispute concerning or relating to this Stipulation of Settlement, the Parties agree to the exclusive jurisdiction of the Supreme Court, County, City and State of New York.

Liro:


By: John Lekstutis, President

High Tower:


By: Michael Lynch, President (on behalf of High Tower and himself)

Office of the New York City Comptroller:

By: Constantine F. Kokkoris, Bureau Chief
Bureau of Labor Law

Deborah Seidenberg, Director of Legal Affairs
Bureau of Labor Law

Dated: _____

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COLA ACCOUNT

190 WILLIS AVENUE
MINNEOLA, NY 11501

1-866-272-6837

DATE:

Feb 5 2013

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Office of the New York City Comptroller

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Commerce Bank

Investor's Real Convenience Bank

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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, 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 6th day of July, 2017

Mallory Mae Hoff
Notary Public

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01H08220142
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

7.16.17
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 Michael Regnard
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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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, 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 6th day of July 2017

Mallory Mae Hoffman
Notary Public

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01108220142
Qualified in Suffolk County
Commission Expires April 12, 2019

LIRo Engineers, Inc.

Name of submitting business

Michael Rennard, PE

Print name

Michael Rennard
Signature

Vice President

Title

7 Jul 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 Peter Gerbas
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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 6th day of July 2017

Mallory Mae Hoffman
Notary Public

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 04H06220142
Qualified in Suffolk County
Commission Expires April 12, 2018

LiRo Engineers, Inc.

Name of submitting business

Peter Gerbasi, PE

Print name

[Signature]
Signature

Vice President

Title

7.6.17
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 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 acts 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 6th day of July 2017

Mallory Mae Hoffman
Notary Public

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01406220142
Qualified in Suffolk County
Commission Expires April 12, 2019

LiRo Engineers, Inc.

Name of submitting business

Robert Kreuzer

Print name

[Signature]

Signature

Vice President

Title

7.6.17

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 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.
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, 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 6th day of July 2017

Mallory Mae Hoffman
Notary Public

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01HO6220132
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

7.16.17
Date

**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
DOUGLAS E. LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011862



John B. King Jr.
JOHN B. KING JR.
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Rocco L. Trotta
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 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:
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 - 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.

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 Capital One, N.A. 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.



LiRo Program and Construction Management, PE P.C.

A LiRo Group Company

3 Aerial Way, Syosset, New York 11791 Telephone: 516.938.5476 Facsimile: 516.938.5491

June 27, 2017

Mrs. Jane Houdek
Counsel to the Department of Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Re: NCDPW Grand Avenue

Dear Mrs. Houdek:

This is in response to your email request for additional information clarifying a prior investigation regarding a NYCHA roofing project and the High Tower Stipulation of Settlement.

In December 2013, LiRo Program and Construction Management, PE P.C. ("LiRo") received a Civil Investigation Demand pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a New York City Housing Authority roofing project. LiRo served as the construction manager for this project, which was completed in 2011.

In April 2014, LiRo received verbal communication that the investigation did not find any improper conduct on the part of LiRo, and that the investigation was closed. No written communication was received by LiRo.

Also attached is the Stipulation of Settlement in the matter of the complaint regarding High Tower Construction Group, Inc., which is attached as Exhibit A. Please note paragraph #6 which indicates that funds were withheld from LiRo by the Comptroller to close the complaint.

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact me at (516) 938-5476 ext. 105.

Very truly yours,

Alfred C. Berene
Vice President, General Counsel
and Corporate Secretary

Exhibit A

**THE OFFICE OF THE COMPTROLLER
OF THE CITY OF NEW YORK**

In the matter of the Complaint

- against -

**Stipulation
of
Settlement**

**Liro Program and Construction Management,
P.C. [Prime Contractor], High Tower
Construction Group, Inc. [Subcontractor], and
Michael Lynch [President/Owner/Shareholder]**

Labor Law File No. 20050503

**For a violation of New York State
Labor Law § 220 *et seq.***

IT HEREBY IS STIPULATED AND AGREED by and between Liro Program and Construction Management, P.C. ("Liro"), High Tower Construction Group, Inc. ("High Tower"), Michael Lynch ("Lynch"), and the Office of the Comptroller of the City of New York ("Comptroller"), that:

1. Liro, High Tower and Lynch are aware that they are entitled to a hearing prior to the issuance of an Order by the Comptroller as to all of the issues set forth herein pursuant to § 220 (8) and subdivision (2)(c) of § 220-b of the New York State Labor Law, and that they are also entitled to seek judicial review of such Order pursuant to Article 78 of the Civil Practice Law and Rules.

2. Liro, High Tower and Lynch hereby waive their right to said hearing and judicial review and consent and agree that this Stipulation of Settlement will have the full force and effect of an Order by the Comptroller with the terms set forth below.

3. Liro's principal place of business is 3 Aerial Way, Syosset, New York 11791; its tax identification number is 11-3205660; and its President is John Lekstutis. High Tower's principal place of business is 5940 56th Ave., Maspeth, NY 11378; its tax identification number is 11-3567785, and its President is Michael Lynch. Michael Lynch's address is 5940 56th Ave., Maspeth, NY 11378.

4. The New York City Department of Design and Construction (hereafter "DDC") awarded Liro Contract #97C4414 (hereinafter the "Contract") which required new construction and general rehabilitation construction work at various EMS stations. Liro then contracted with THC Realty Development, L.P. ("THC") who then subcontracted with High Tower to perform brickwork on the project between March 2005 and November 2005.

5. High Tower misclassified its employees as Laborers and Apprentices instead of Brick Layers or Mason Tenders and, as a result, failed to pay the correct prevailing wages and prevailing wage supplements to thirty-four of its employees, as set forth in the annexed Summary of Underpayment, resulting in an underpayment of \$40,747.09, and interest in the amount of \$4,838.42, for a total violation of \$45,585.51.

6. Pursuant to New York State Labor Law Labor Law §223, THC and ultimately Liro are financially responsible for High Tower's failure to pay its workers the correct prevailing wages and prevailing wage supplements. Efforts to locate THC 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 obligations. Accordingly, Liro acknowledges having read this document and understands same and consents and agrees that High Tower's underpayment of wages, supplements and interest in the total amount of \$45,585.51 shall be paid out of the funds currently withheld from Liro by the Comptroller pursuant to Labor Law § 220-b (2)(b) on the Contract. Liro relinquishes all claims to \$45,585.51 of the total amount withheld under the Comptroller's stop-payment order on the Contract. The Comptroller shall release any funds withheld over and above the \$45,585.51.

7. The failure of High Tower to pay its employees the correct prevailing wages and prevailing wage supplements shall be deemed a willful violation by High Tower for purposes of subdivision §220-b (3)(b) of Labor Law. A civil penalty of \$10,000.00 has been assessed by the Comptroller against High Tower. High Tower agrees to pay the amount of \$10,000.00 by check payable to "Office of the New York City Comptroller." However, Liro's financial responsibility is not and shall not be considered a willful violation for purposes of Labor Law §220-b (3)(b) and Liro shall not be responsible for the payment of the civil penalty.

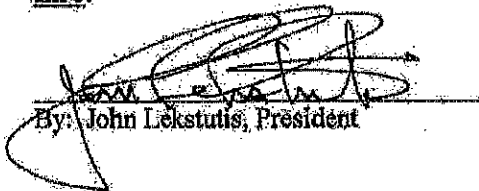
8. Upon execution of this Stipulation of Settlement the Comptroller will apply \$45,585.51 to the underpayment of supplements and interest owed to the employees as set forth in the attached Summary of Underpayment.

9. This Stipulation of Settlement will have no effect until fully executed by all parties listed below and payment is received in full. The Comptroller makes no representations other than those set forth herein and this Stipulation of Settlement merges any other prior agreements between the parties and constitutes the complete and entire agreement between the parties. This Stipulation of Settlement can be modified only by a written agreement executed by the parties herein. Each undersigned individual executing this Stipulation of Settlement represents and warrants that he or she has the authority to do so on behalf of themselves and the entities for which they are signing and that execution, delivery and performance of this Stipulation of Settlement has been duly and validly authorized and all necessary consents have been obtained.

10. Employee awards not claimed within six years of the effective date of the Stipulation of Settlement shall be retained by the City of New York as revenue.

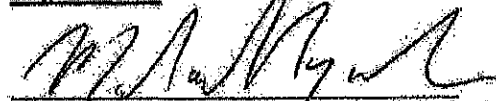
11. Any dispute concerning this Stipulation of Settlement shall be construed in accordance with the laws of the State of New York. In the event of any dispute concerning or relating to this Stipulation of Settlement, the Parties agree to the exclusive jurisdiction of the Supreme Court, County, City and State of New York.

Liro:



By: John Lekstutis, President

High Tower:



By: Michael Lynch, President (on behalf of High Tower and himself)

Office of the New York City Comptroller:

By: Constantine P. Kokkoris, Bureau Chief
Bureau of Labor Law

Deborah Seidenberg, Director of Legal Affairs
Bureau of Labor Law

Dated: _____

MELTZER, LIPPE, GOLDSTEIN & BREITSTONE LLP
IOLA ACCOUNT
193 WILLS AVENUE
MINNEAPOLIS, MN 55401

1899

1-1537280

DATE Feb 5, 2013

Pay to the order of \$10,000.00

Office of the New York City Comptroller

10,000.00

DOLLARS 00

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Equal Housing Lender

WELLS

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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 26th day of June 2017

Mallory Mae Hoff
Notary Public

Liro Engineers Inc.
Name of submitting business

Rocco Trotta, PE

Print name

[Signature]
Signature

Chairman

Title

6, 26, 17
Date

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01HC8220142
Qualified in Suffolk County
Commission Expires April 12, 2019

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: 6/26/17

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: 007167914

5) Federal I.D. Number: 13-1974950

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 ☒

If Yes, provide details for each such conviction To the best of our knowledge

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ☐ No ☒ If Yes, provide details for each such conviction. To the best of our knowledge

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ☐ No ☒ If Yes, provide details for each such occurrence. To the best of our knowledge

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ☐ No ☒ If Yes, provide details for each such instance. _____

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

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

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

No Conflict Exists, to the best of our knowledge

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

No Conflict Exists, to the best of our knowledge

(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

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

We are not aware of any matter that is or may become a conflict of interest preventing URo from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact URo's ability to perform its services on this project, URo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, URo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact URo's ability to perform its services on the project.

- 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. See attached

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

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. See attached

- 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

Company Town of Oyster Bay Department of Public Works, Department of Highway

Contact Person Richard Lenz, Commissioner

Address 150 Miller Place

City/State Syosset, NY 11791

Telephone 516-677-5935

Fax # 516-677-5878

E-Mail Address rlenz@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 26th day of June, 2017

Mallory Mae Hoffman
Notary Public

Name of submitting business: LiRo Engineers, Inc.

By: Luis M. Tormenta, PE
Print name
[Signature]
Signature

Chief Executive Officer

Title

6, 26, 17
Date

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

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.



LiRo Program and Construction Management, PE P.C.

A LiRo Group Company

3 Aerial Way, Syosset, New York 11791 Telephone 516.938.5476 Facsimile 516.938.5491

June 27, 2017

Mrs. Jane Houdek
Counsel to the Department of Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Re: NCDPW Grand Avenue

Dear Mrs. Houdek:

This is in response to your email request for additional information clarifying a prior investigation regarding a NYCHA roofing project and the High Tower Stipulation of Settlement.

In December 2013, LiRo Program and Construction Management, PE P.C. ("LiRo") received a Civil Investigation Demand pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a New York City Housing Authority roofing project. LiRo served as the construction manager for this project, which was completed in 2011.

In April 2014, LiRo received verbal communication that the investigation did not find any improper conduct on the part of LiRo, and that the investigation was closed. No written communication was received by LiRo.

Also attached is the Stipulation of Settlement in the matter of the complaint regarding High Tower Construction Group, Inc., which is attached as Exhibit A. Please note paragraph #6 which indicates that funds were withheld from LiRo by the Comptroller to close the complaint.

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact me at (516) 938-5476 ext. 105.

Very truly yours,

Alfred C. Beresne
Vice President, General Counsel
and Corporate Secretary

Exhibit A

**THE OFFICE OF THE COMPTROLLER
OF THE CITY OF NEW YORK**

In the matter of the Complaint

- against -

**Stipulation
of
Settlement**

**Liro Program and Construction Management,
P.C. [Prime Contractor], High Tower
Construction Group, Inc. [Subcontractor], and
Michael Lynch [President/Owner/Shareholder]**

Labor Law File No. 20050503

**For a violation of New York State
Labor Law § 220 *et seq.***

IT HEREBY IS STIPULATED AND AGREED by and between Liro Program and Construction Management, P.C. ("Liro"), High Tower Construction Group, Inc. ("High Tower"), Michael Lynch ("Lynch"), and the Office of the Comptroller of the City of New York ("Comptroller"), that:

1. Liro, High Tower and Lynch are aware that they are entitled to a hearing prior to the issuance of an Order by the Comptroller as to all of the issues set forth herein pursuant to § 220 (8) and subdivision (2)(c) of § 220-b of the New York State Labor Law, and that they are also entitled to seek judicial review of such Order pursuant to Article 78 of the Civil Practice Law and Rules.

2. Liro, High Tower and Lynch hereby waive their right to said hearing and judicial review and consent and agree that this Stipulation of Settlement will have the full force and effect of an Order by the Comptroller with the terms set forth below.

3. Liro's principal place of business is 3 Aerial Way, Syosset, New York 11791; its tax identification number is 11-3205660; and its President is John Lekstutis. High Tower's principal place of business is 5940 56th Ave., Maspeth, NY 11378; its tax identification number is 11-3567785, and its President is Michael Lynch. Michael Lynch's address is 5940 56th Ave., Maspeth, NY 11378.

4. The New York City Department of Design and Construction (hereafter "DDC") awarded Liro Contract #97C4414 (hereinafter the "Contract") which required new construction and general rehabilitation construction work at various EMS stations. Liro then contracted with THC Realty Development, L.P. ("THC") who then subcontracted with High Tower to perform brickwork on the project between March 2005 and November 2005.

5. High Tower misclassified its employees as Laborers and Apprentices instead of Brick Layers or Mason Tenders and, as a result, failed to pay the correct prevailing wages and prevailing wage supplements to thirty-four of its employees, as set forth in the annexed Summary of Underpayment, resulting in an underpayment of \$40,747.09, and interest in the amount of \$4,838.42, for a total violation of \$45,585.51.

6. Pursuant to New York State Labor Law Labor Law §223, THC and ultimately Liro are financially responsible for High Tower's failure to pay its workers the correct prevailing wages and prevailing wage supplements. Efforts to locate THC 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 obligations. Accordingly, Liro acknowledges having read this document and understands same and consents and agrees that High Tower's underpayment of wages, supplements and interest in the total amount of \$45,585.51 shall be paid out of the funds currently withheld from Liro by the Comptroller pursuant to Labor Law § 220-b (2)(b) on the Contract. Liro relinquishes all claims to \$45,585.51 of the total amount withheld under the Comptroller's stop-payment order on the Contract. The Comptroller shall release any funds withheld over and above the \$45,585.51.

7. The failure of High Tower to pay its employees the correct prevailing wages and prevailing wage supplements shall be deemed a willful violation by High Tower for purposes of subdivision §220-b (3)(b) of Labor Law. A civil penalty of \$10,000.00 has been assessed by the Comptroller against High Tower. High Tower agrees to pay the amount of \$10,000.00 by check payable to "Office of the New York City Comptroller." However, Liro's financial responsibility is not and shall not be considered a willful violation for purposes of Labor Law §220-b (3)(b) and Liro shall not be responsible for the payment of the civil penalty.

8. Upon execution of this Stipulation of Settlement the Comptroller will apply \$45,585.51 to the underpayment of supplements and interest owed to the employees as set forth in the attached Summary of Underpayment.

9. This Stipulation of Settlement will have no effect until fully executed by all parties listed below and payment is received in full. The Comptroller makes no representations other than those set forth herein and this Stipulation of Settlement merges any other prior agreements between the parties and constitutes the complete and entire agreement between the parties. This Stipulation of Settlement can be modified only by a written agreement executed by the parties herein. Each undersigned individual executing this Stipulation of Settlement represents and warrants that he or she has the authority to do so on behalf of themselves and the entities for which they are signing and that execution, delivery and performance of this Stipulation of Settlement has been duly and validly authorized and all necessary consents have been obtained.

10. Employee awards not claimed within six years of the effective date of the Stipulation of Settlement shall be retained by the City of New York as revenue.

11. Any dispute concerning this Stipulation of Settlement shall be construed in accordance with the laws of the State of New York. In the event of any dispute concerning or relating to this Stipulation of Settlement, the Parties agree to the exclusive jurisdiction of the Supreme Court, County, City and State of New York.

Liro:


By: John Lekstutis, President

High Tower:


By: Michael Lynch, President (on behalf of High Tower and himself)

Office of the New York City Comptroller:

By: Constantine P. Kokkoris, Bureau Chief
Bureau of Labor Law

Deborah Seidenberg, Director of Legal Affairs
Bureau of Labor Law

Dated: _____

608

7-5203

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ORDER**

Office of the New York City Comptroller

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Commerce Bank

America's Most Convenient Bank

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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] 14127, Vice President
Alfred C. Bereche, [REDACTED] NY 11731, 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. 2015 Gross Revenue = \$126,444,000
- vii. **Summary of relevant accomplishments:**

LiRo is headquartered in Syosset, NY, and continues to serve public and private sector clients ranging from villages and small companies to large state agencies. LiRo has the in-depth experience required to effectively address the requirements and concerns of this project, and is uniquely qualified to provide the expertise necessary to address the goals of this project.

LiRo has completed multiple projects that are the same or very similar to the proposed project. Below is a list of public sector clients for whom LiRo has provided similar work in the past five years.

- Nassau County Department of Public Works
- Town of Hempstead
- Town of Hempstead Department of Sanitation
- Town of Hempstead Department of Parks and Recreation
- Town of North Hempstead Department of Public Works
- Town of Oyster Bay Housing Authority
- Town of Oyster Bay Department of Public Works
- City of Long Beach Department of Public Works
- New York City Department of Transportation
- Suffolk County Department of Public Works
- New York City Police Department
- MTA – Bridges and Tunnels
- New York City Economic Development Corporation
- Westchester County Department of Public Works
- Port Authority of New York and New Jersey
- MTA – Long Island Rail Road
- New York City School Construction authority
- Dormitory Authority of the State of New York
- New York City Health & Hospitals Corporation
- New York City Housing Preservation and Development
- New York City Department of Design & Construction
- New York City Mayor's Office of Environmental Remediation
- New York State Department of Transportation
- New Jersey Turnpike Authority
- New York Public Library
- Empire State Development Corporation
- New York State Homes and Community Renewal



- New York State Thruway Authority
- MTA – New York City Transit
- New York City Housing Authority
- Rochester Housing Authority

B. Indicate the number of years in business: 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.



LiRo Engineers, Inc.
A LiRo Group Company

**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.

D. E. Lentivech
DOUGLAS E. LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011862



John B. King Jr.
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: 13-1974950

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, PE, [REDACTED]
Alfred C. Bareche, [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]

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

None of the Affiliated Companies will be participating in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NO/NONE

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below 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.

Dated: 6/26/17

Signed: 

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

Page 4 of 4

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.

AMENDMENT NO. 3

This AMENDMENT Number 3, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) LiRo Engineers, Inc. having its principal office at Three Aerial Way, Syosset, NY 11791, (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DL between the County and the Firm, executed on behalf of the County on May 27, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 27, 2014 through May 26, 2016 (the "Original Term") and then extended one more year up to May 26, 2017.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and with Amendment No 1 and 2, as full compensation for the Services, was One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00) (the "Maximum Amount")

WHEREAS, the County and the Firm desire to extend the contract for Eighteen (18) more months.


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

Term. Section 1 Term of this agreement in consideration shall be revised to add 18 more months to this agreement from the date of expiration of the original agreement. The new termination date for this agreement shall be November 26, 2018 (the new amended expiration date).

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

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

LiRo Engineers, Inc.

By: 
Name: MICHAEL BAILEY
Title: SR VICE PRES.
Date: 6/22/17

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 22nd day of June in the year 2017 before me personally came Michael Bailey, PE to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Sr. Vice President of Liko Engineers, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Mallory Mae Hoffman

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01HO8220142
Qualified in Suffolk County
Commission Expires April 12, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

i

i

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Rakhal Maitra, Deputy Commissioner

DATE: July 12, 2017

SUBJECT: On-Call CM Services – Highway/Bridge
Agreement No. H670008DL
Extension of "On Call" Agreement
"On Call" Construction Management/Inspection Services for Civil/Site

The Department of Public Works procured LiRo Engineers, Inc., to provide "On Call" Construction Management and Inspection services through RFP and this agreement was signed on May 27, 2014, for two (2) years with a one (1) year extension at the Commissioner's discretion. On March 18, 2016, the Commissioner extended this agreement for one more year up to May 27, 2017.

The Department of Public Works is requesting this agreement to be extended eighteen (18) more months from the date of expiration. All the terms and conditions of the original agreement shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

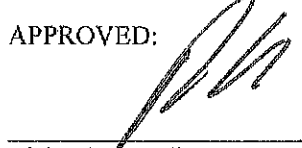


Rakhal Maitra
Deputy Commissioner

RM:WSN:KGA:ac

c: Shila Shah-Gavnoudias, Commissioner
William S. Nimmo, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Loretta Dionisio, Hydrogeologist II
Saji Varughese, Construction Inspector II

APPROVED:



Richard R. Walker
Chief Deputy County Executive

Date

7/12/17

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2016

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

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

PRODUCER Alliant Insurance Services, Inc. 333 Earle Ovington Blvd Suite 700 Uniondale NY 11553	CONTACT NAME: Michelle Fabian PHONE (A/C, No, Ext): 516-414-8659 FAX (A/C, No): 877-308-1070 E-MAIL ADDRESS: michelle.fabian@alliant.com														
INSURED LiRo Engineers, Inc. Three Aerial Way Syosset NY 11791	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B : Aspen American Insurance Company</td><td>43460</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Aspen American Insurance Company	43460	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 1979109119 **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	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO5834598-04	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 - COM/OP AGG \$4,000,000 \$
A	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	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> 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	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 9283127-09 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)

Agreement H670008DL - "On Call" Construction Management Services - Highway/Bridge Construction

County Department of Public Works and Nassau County DPW are 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 Nassau County Department of Public Works 1194 Prospect Avenue - Second Floor Westbury NY 11590	CANCELLATION 30 Days Notice of Cancellation SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



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.

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.

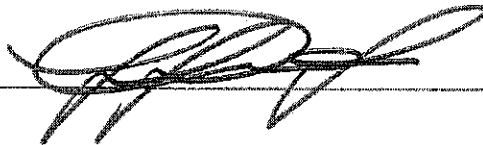
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Luis M. Tormenta, PE; Chief Executive Officer

6/26/17/17

Name and Title of Authorized Representative

Signature



m/d/yy

6/26/2017
Date

LiRo Engineers, Inc.

Name of Organization

3 Aerial Way, Syosset, NY 11791

Address of Organization

Contract ID#: 19670008DL



CLPW16000028
Department: Public Works

CF (Capital)

CF E-226-16

Contract Details

SERVICE Construction Management/
Inspection

NIPS ID #: CFPW14000012 NIPS Entry Date: 8/30/16 Term: from Execution to 24 Months

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/> #2
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name: T.Ro Engineers, Inc.	Vendor ID# 16182494
Address: Three Apple Way Syosset, NY 11991	Contact Person: Michael Bailey Phone: 516 938 1476

County Department
Department Contact: Robert Indeyan, Jr. Superintendent of Highway & Drainage Construction, MDPW
Address: 6194 Westcott Ave. Westbury, NY 11591
Phone: 516 571 6824

Routing Slip

DATE	DEPT. (INITIALS)	Initials/Verification	SIGNATURE	REMARKS
	Department	NIPS Entry (Dept) NIPS Approval (Dept. Head)	8/30/16	Tim A. Bell
	DPW (Capital Only)	CF Capital Fund Approval	8/30/16	Tim A. Bell
9/1/16	CMB	NIPS Approval	9/1/16	Michael Vito
9/15/16	County Attorney	CA RE & Insurance Verification	9/15/16	Michael Vito
9/15/16	County Attorney	CA Approval as to form	9/15/16	Michael Vito
9/15/16	Legislative Affairs	Pr'd Original Contract to CA	9/15/16	Michael Vito
	Rules <input type="checkbox"/> Leg. <input type="checkbox"/>		22/22	Michael Vito
	County Attorney	NIPS Approval	9/15/16	Michael Vito
	Comptroller	NIPS Approval	10/31/16	Michael Vito
9/15/16	County Executive	Notification Filed with Clerk of the Leg.	9/15/16	Michael Vito

Contract ID# H670008DL



Department: Public Works

Contract Summary

Description: Provide Professional Construction Management Services for Highway Bridge construction.
Purpose: The original contract was to provide "On Call" Professional Construction Management and Inspection Services for all construction activities in the highway/bridge unit. This amendment is to increase the maximum amount by \$500,000.00.
Method of Procurement: The contract was previously selected through an open competitive process.
Procurement History: The contract was previously selected through an open competitive process. This is the second amendment.
Description of General Provisions: This amendment is to increase the maximum amount proposed in the first amendment by \$500,000.00.
Impact on Funding / Price Analysis: The maximum amount in the first amendment shall be increased by \$500,000.00. The maximum amount to the contract is \$1,250,000.00.
Change in Contract from Prior Provisions: The contract amendment #1 will amend the scope of services to include and increase the maximum amount of the amendment agreement by \$500,000.00.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	537
Object:	00003
Transaction:	CF

GENERAL	
% Increase:	
% Decrease:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$0.01

LINE	INDEX OBJECT CODE	AMOUNT
1	DWCAPCAP-61587-00003	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$0.01

Document Prepared By:

Date:

I hereby certify that the information herein is true and correct.		I hereby certify that the information herein is true and correct.	
Name:	(Signature)	Name:	(Signature)
Date:	10/31/16	Date:	10/31/16
E #:		E #:	

E-726-16

RULES RESOLUTION NO. 357 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC
WORKS AND LIRO ENGINEERS, INC.

Passed by the Rules Committee
Nassau County Legislature

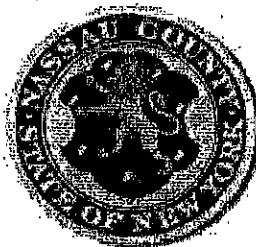
By Public Vote on 10-5-16

YAYES 4 NAYES 3 ABSENT 0 RECALLED 0
Legislators present 7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with LiRo Engineers, Inc. for Construction
Management/Inspection Services for construction activities in the
Highway/Bridge Unit, a copy of which is on file with the Clerk of the
Legislature, now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said amendment
to an agreement with LiRo Engineers, Inc.

George Maturo
Comptroller



COMPTROLLER

Albany, New York 12242

OFFICE OF THE

240 Old Country Road

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: LiRo engineers, Inc.

CONTRACTOR ADDRESS: Three Aerial Way, Syosset, N.Y. 11791

FEDERAL TAX ID #: 13-1974950

Instructions: Please check the appropriate box ("X") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on 5/26/2014. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P. Millet, Chief Deputy Commissioner, Rachal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected. [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 his 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. 923 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

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

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

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

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



Department Head Signature
6/31/16

Date

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

Exhibit A



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?

NO/NONE

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 committee(s) identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 8/11/16

Signed: [Signature]

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

Exhibit B



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

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

NO/NONE

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

NO/NONE

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

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

NO/NONE

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

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

No / NONE

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: 8/11/16

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 Recco L. Trotta
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 3 Aerial Way
City/state/zip 5Yosset, 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 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.

- a) 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.
- b) 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.

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 11th day of August 2016

Sonia Robayo
Notary Public

SONIA ROBAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01206119011
Qualified in Queens County
My Commission Expires November 22, 2016

Lifo Engineers, Inc.
Name of submitting business
Rocco Trotta, PE
Print name
[Signature]
Signature
Chairman
Title
8.11.16
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 Capital One, N.A. 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

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 \$45,395.51 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 X NO If Yes, provide details. See attached.
6. 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.

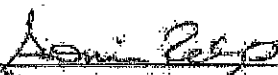
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO X If Yes, provide details for each 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, 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 14th day of August 2016.


Notary Public

SONIA ROBAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01906119011
Qualified in Queens County
My Commission Expires November 22, 2016

URO Engineers, Inc.

Name of submitting business

Luis M. Tormenta, PE

Print name


Signature

Chief Executive Officer

Title

8 / 11 / 16
Date

Question 4

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

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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 High Tower 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 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 LRA Program and Construction Management, P.E.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 ☒ 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 (3) 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~~ 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

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, 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 11th day of August 2016.

Sonia Rorayo
Notary Public

SONIA RORAYO
NOTARY PUBLIC-STATE OF NEW YORK
NO. 31905119011
Qualified in Queens County
My Commission expires November 22, 2015

LIRo Engineers, Inc.

Name of submitting business

Lawrence H. Blond, PE

Print name

Signature

Senior Vice President

Title

8 / 11 / 16
Date

Question 10

NYCHA Roofing

NYCHA Roofing: In December 2013, LIRo Program and Construction Management, P.E.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.

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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.

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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.
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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 11th day of August 2016


Notary Public

Liko Engineers, Inc.

Name of submitting business

Michael Burton, PE

Print name


Signature

Senior Vice President

Title

8 / 11 / 16
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

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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 Bareche
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 (8) 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.
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- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
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 - 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.

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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 11th day of August, 2015.

[Signature]
Notary Public

SONIA ROBAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 8190619511
Qualified in Queens County
My Commission Expires November 23, 2015

URe-Engineers, Inc.

Name of submitting business

Alfred Bereche

Print name

[Signature]
Signature

Secretary/General Counsel

Title

8.11.16
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 Bailley
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 / 05
(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.
 - 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 or 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 6? 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, 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 17 day of August 2016

Sonia Robayo
Notary Public

SONIA ROBAYO
NOTARY PUBLIC STATE OF NEW YORK
No. 01906119011
Qualified in Queens County
My Commission Expires November 28, 2018

LR&D Engineers, Inc.

Name of submitting business

Michael Bailey, PE

Print name

[Signature]
Signature

Senior Vice President

Title

8 / 11 / 16
Date

Question 10

NYCHA Roofing

NYCHA Roofing: In December, 2013, LIRo Program and Construction Management, 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 516-938-5478
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

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, 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 11th day of August 2014

Sonia Robayo
Notary Public

SONIA ROBAYO
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01708119011
Qualified in Queens County
My Commission Expires November 22, 2016

LIRo Engineers, Inc.

Name of submitting business

Lawrence Roberts

Print name

Lawrence Roberts
Signature

Chief Financial Officer

Title

8/11/14
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 type written 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 LRO 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

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, Michael Renhard, 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 11th day of August 2016

[Signature]
Notary Public

SONIA RODRIGO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01906179011
Qualified in Queens County
My Commission Expires November 23, 2016

LiRo Engineers, Inc.

Name of submitting business

Michael Renhard, PE

Print name

[Signature]
Signature

Vice President

Title

8 / 11 / 16
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 Peter Gerbas
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 5 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

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, 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 14th day of August, 2016.

Sonia Robayo
Notary Public

SOMIA ROBAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01806119011
Qualified in Queens County
My Commission Expires November 23, 2016

LIRo Engineers, Inc.

Name of submitting business

Peter Gerbasi, PE

Print Name

[Signature]
Signature

Vice President

Title

8 / 11 / 16

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: 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 (8) 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, 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 11th day of August 2016

Sonia Robayo
Notary Public

SONIA ROBAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01806119011
Qualified in Queens County
My Commission Expires November 22, 2016

LIRg Engineers, Inc.

Name of submitting business

Robert Kreuzer

Print name

R. Kreuzer
Signature

Vice President

Title

8 / 11 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Richard Schmalz
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: 05 / 2 / 2011
(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 ☒ 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 ☒ 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 ☒ 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 ☒ If Yes, provide details for each such investigation.

11. In the past 5 years, have you or the business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide 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 ☒ If Yes, provide details for each such year.

CERTIFICATION

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I, Richard Schmalz, 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 11th day of August, 2016.

Sonia Robayo
Notary Public

SONIA ROBAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01206178011
Qualified in Queens County
My Commission Expires November 22, 2016

LRO Engineers, Inc.

Name of submitting business

Richard Schmalz, PE

Print name

Richard Schmalz
Signature

Vice President

Title

8-11-16
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: 8/11/16

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: 007167914

5) Federal ID Number: 13-1974950

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 businesses?
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 ☒

If Yes, provide details for each such conviction. To the best of our knowledge

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. To the best of our knowledge

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No X If Yes, provide details for each such occurrence. To the best of our knowledge

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes No X If Yes, provide details for each such instance.

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

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No Conflict Exists, to the best of our knowledge

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No Conflict Exists, to the best of our knowledge

(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

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
We are not aware of any matter that is or may become a conflict of interest preventing LRo from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact LRo's ability to perform its services on this project, LRo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, LRo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact LRo'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;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments;
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

- 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 516-739-5710

Fax # N/A

E-Mail Address dimaria@northhempsteadny.gov

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

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, 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 14th day of August, 2016

Sonia Robayo
Notary Public

SONIA ROBAYO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01R0A119011
Qualified in Queens County
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

8 / 11 / 16
Date

BUSINESS HISTORY FORM ATTACHMENTS

9.) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by any other business? Yes; affiliates are listed below:

LIRO Program and Construction Management, PE P.C. - Common Ownership and Control
 LIRO Architects + Planners, P.C. - Common Ownership and Control
 LIRO Architects & Engineers West, P.C. (NJ) - Common Ownership and Control
 LIRO Architects & Engineers, P.C. (CT) - Common Ownership and Control
 LIRO Architects & Engineers, P.C. (PA) - Common Ownership and Control
 LIRO Program and Construction Management, Inc. (CA) - Common Ownership and Control
 LIRO Constructors, Inc. - Common Ownership and Control

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

NYCHA Roofing

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 23, 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.



LIRO Engineers, Inc.
 A LIRo Group Company

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 High Tower 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, PC, 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*).

1. 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:
Gocco L. Trotta, [REDACTED] Chairman and Sole Owner

iii. State of Incorporation: New York

iv. The number of employees in the firm: LIRo Engineers, Inc. 487. The LIRo Group total 750

v. Annual revenue of the firm LIRo Engineers, Inc. 2014 Gross Revenue = \$112,597,000

vi. 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



LIRo Engineers, Inc.
A LIRo Group Company

- Empire State Development Corporation
- New York State Homes and Community Renewal
- New York State Thruway Authority
- MTA - New York City Transit
- New York City Housing Authority
- Rochester Housing Authority

B. Indicate the number of years in business: 90

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

The Liko Group's staff of 750 professionals includes 96 licensed Professional Engineers and 18 Registered Architects. The majority of Liko'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.



D. E. Kell
DOUGLAS E. KELL
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

**CERTIFICATE NUMBER
0011862**

John H. King Jr.
JOHN H. 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: 13-1974950

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,

Luis M. Tormanta, PE,

Lawrence S. Roberts,

Michael Burton, PE,

Michael Bailey, PE,

Richard Schmalz, PE,

Peter Gerbasi, PE,

Robert Kreuzer, PE,

Alfred C. Beresche,

Lawrence Blond, PE,

Michael Rennard, PE,

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,

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

*None of the affiliated companies will take part in the performance of this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence or promote a matter before Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NO/NONE

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below 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.

Dated: 8/11/10

Signed: 

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

Page 4 of 4

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 legislative 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.

AMENDMENT NO. 2

This AMENDMENT Number 2, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Liko Engineers, Inc. having its principal office at Three Aerial Way, Syosset, NY 11791, (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DL between the County and the Firm, executed on behalf of the County on May 27, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

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

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and with Amendment No 1, as full compensation for the Services, was One Million One Hundred Fifty Thousand Dollars (\$1,150,000.00) (the "Maximum Amount");

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

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

Payment: Section 3(a) Amount of Consideration shall be revised to increase it by Five Hundred Thousand Dollars (\$500,000.00), so that the total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed One Million Six Hundred and Fifty Thousand Dollars (\$1,650,000.00) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

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

EDWARD F. MANGANO
COUNTY EXECUTIVE



SHILA SHAH-GAVINOULAS, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1104 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-3723

March 18, 2016

Liko Engineers, Inc.
Three Aerial way
Syosset, New York 11991

Attention: Michael Bailey

Re: "On Call" Construction Management and Inspection Services for
Highway/Bridge Construction
Agreement Number H670008DL Encumbrance Number CFPW14000012
Extension of Agreement

To Whom It May Concern:

The subject agreement shall terminate on May 26, 2016. In accordance with Section 1, Page 1 of 21 of the subject agreement, this letter serves as formal approval to mutually extend Agreement H670008DL for one (1) year, with an expiration date of May 26, 2017. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Richard Iadevaio, Jr., at (516) 371-6824.

Very truly yours,


Richard P. Millet
Chief Deputy Commissioner of Public Works

RPM:RM:dmp

cc: Shila Shah-Gavinoulas, Commissioner of Public Works
Rakhal Maitra, Deputy Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Christopher Yansick, Management Analyst III
Joseph Maronek, Fiscal Officer, Office of the Comptroller
Saji Varughese, Construction Inspector II

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

LRo Engineers, Inc.

By: 

Name: Michael Bailey, PE

Title: Senior Vice President

Date: 8/2/16

NASSAU COUNTY

By: 

Name: 

Title: County Executive

☒ Deputy County Executive

Date: 11/1/16

PLEASE EXECUTE IN BLUE INK

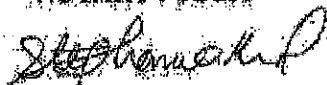
STATE OF NEW YORK)

ss:

COUNTY OF NASSAU)

On the 2 day of August in the year 2016 before me personally came Michael Bailey, Jr. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Senior Vice President of L&L Engineers, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



STEPHANIE KROL

NOTARY PUBLIC-STATE OF NEW YORK

No. 01KR6216633

Qualified in Nassau County

My Commission Expires January 25, 2019

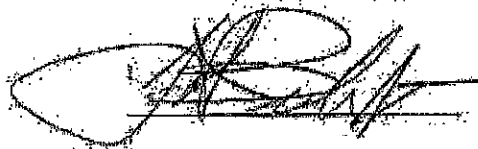
STATE OF NEW YORK)

ss:

COUNTY OF NASSAU)

On the 11 day of November in the year 2016 before me personally came Charles A. Nardone to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



FRANCIS X. BECKER

Notary Public, State of New York

No. 01B55073163

Qualified in Nassau County

Commission Expires February 12, 2019

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: November 29, 2013

SUBJECT: Request to Initiate (an RFP) - Part II
 "On Call" Construction Management Services; Highway/Bridge Construction
 Selection of Firms for Professional Construction Management Services
 RFP No. PW-F870008D

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

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

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

Construction Management Firm	Technical Ranking	Best and Final Offer (BAFO)	Cost Ranking
HAKS	1	\$ 937,470.00	11
LKB	1	\$ 922,750.00	13
LRI	3	\$ 845,581.25	5
GEB	4	\$ 894,300.00	7
Tectonic	5	\$ 936,350.00	16
GPI	6	\$ 893,929.00	8
Cashin	7	\$ 837,481.25	3
Savin	8	\$ 894,375.00	6
LKMA	9	\$ 936,187.50	4
deBruin	10	\$ 934,250.00	10
Cameron	10	\$ 938,764.50	12
RBA	12	\$ 910,200.50	2
D&B	13	\$ 983,747.00	15
Geddon	14	\$ 1,111,118.11	17
Haider	15	\$ 949,115.00	14
Field Assoc.	16	\$ 662,360.00	1
O'Connor-Peltto	17	Non-Responsive	0
Vertex	18	\$ 801,250.00	2



Office of the County Executive
Attn: Richard R. Walker, Chief Deputy County Executive
November 20, 2013

Page Two

SUBJECT: Request to Initiate (an RFI)-Part II

"On Call" Construction Management Services: Highway/Bridge Construction
Selection of Firms for Professional Construction Management Services
RFI No. PW-1670603D

As shown above, HKS, LKB, LRS, GBB, Tectonic, GPI, Cushman, Savin, LKMA, deBruijn, Cameron and RBA scored the highest twelve (12) technical proposals, all above 80%. However, LKB and Tectonic did not submit the highest-ranked cost proposals (lowest cost), as seen in the table above. As such, the Committee negotiated with LKB and Tectonic. Negotiations successfully reduced the LKB's BAO from \$949,000 to \$922,750 and the Tectonic's BAO from \$1,032,800 to \$936,350. Furthermore, LKMA, Tectonic and Cameron had proposed multipliers that exceeded 2.3. The Committee negotiated with these firms and successfully reduced LKMA's multiplier for the Scheduler from 2.5 to 2.35; Tectonic's multiplier from 2.4 to 2.3 and Cameron's multiplier for all staff to 2.3. The BAO's and negotiations resulted in a total savings of nearly \$135,750 compared to the original cost proposals.

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

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

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

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


Richard P. Miller
Chief Deputy Commissioner

SSG:RM/pl

c: Shila Shah-Cavendish, Commissioner
Jana Houdok, Attorney for Department of Public Works
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Brian T. Schmelzer, Assistant to Deputy Commissioner
Richard Iadovio Jr., Superintendent of Highways and Drainage Construction
Luzeta Dionisio, Hydrogeologist II
Saji Varughese, Construction Inspector II

APPROVED:


Richard R. Walker
Chief Deputy County Executive

Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

DATE (MM/DD/YYYY)
10/29/2015

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).

Alliant Insurance Services, Inc.
 393 Earle Ovington Blvd
 Suite 700
 Lihonole NY 11553

Michelle Febian
516-414-8869
michelle.febian@alliant.com

INSURED
LIRo Engineers, Inc.
Three Aeriel Way
Syosset NY 11791

INSURER'S OFFERING COVERAGE		NAIC:
INSURER A Zurich American Insurance Company		16535
INSURER B Aspen American Insurance Company		43480
INSURER C Scottsdale Indemnity Company		15880
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1470705216

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.

INSTR	TYPE OF INSURANCE	ADD. SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	Q1479
DATE		DATE		DATE	DATE	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CO-INSURANCE GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> YEAR <input type="checkbox"/> 100 <input type="checkbox"/> OTHER	Y	Y	11/1/2015	11/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (CLAIMS ONLY) MED EXP (Any Occurrence) PERSONAL & ADJ INJURY GENERAL AGGREGATE PRODUCTS - COMPOUND \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> MIXED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	11/1/2015	11/1/2016	AUTOMOBILE SINGLE LIMIT (All Occurrences) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
C	UMBRELLA LIA <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIA <input type="checkbox"/> CLAIM-MADE DED. RETENTION \$	Y	Y	11/1/2015	11/1/2016	EACH OCCURRENCE AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER/EMPLOYEE OFFICER/EMPLOYEE/OWNER (Mandatory in NY) 3 Year - Non-Adverse DESCRIPTION OF OPERATIONS: PERN	Y	Y	11/1/2015	11/1/2016	<input checked="" type="checkbox"/> 1 PER <input type="checkbox"/> OTHER \$1. EACH ACCIDENT \$1. DISEASE - EA EMPLOYEE \$1. DISEASE - POLICY LIMIT
A	Excess Liability Pollution/Professional Liability Variable Papers	Y	Y	11/1/2015 11/1/2016 11/1/2016	11/1/2016 11/1/2016 11/1/2016	Occ Agg. Occ Agg. Limit

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (ACCORD TO). Additional Remarks/Attachments, may be attached if more space is required.

Agreement H670008DL – "On Call" Construction Management Services – Highway/Bridge Construction

County Department of Public Works and Nassau County DPW are 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:

Nassau County Department of Public Works
1104 Prospect Avenue - Second Floor
Westbury NY 11590

CANCELLATION 30 Days Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Handwritten signature]

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12849, Debarment and Suspension, 28 CFR Part 67, Section 67.610, Participant's responsibilities. The regulations were published as Part VI of the May 23, 1988 Federal Register (pages 19180-19211).

(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.

Michael Bailey, PE/ Senior Vice President

Name and Title of Authorized Representative

ndw



Signature

8/15/16

Date

LIRO Engineers, Inc.

Name of Organization

3 Aerial Way, Syosset, NY 11791

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposee," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Contract ID#: H670008DL



CLPW14000052
Department: Public Works
E-283-14
CF

CF (Capital)

Contract Details

SERVICE: Construction Management Inspection

NIFS ID #: CFPW14000012 NIFS Entry Date: 11/20/14 Term: from 5/27/2014 to 5/26/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/> #1
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Name LiRo Engineers, Inc.	Vendor ID# 13-1974950
Address Three Aerial Way Syosset, NY 11791	Contact Person Michael Bailey Phone 516-938-5476

Department Contact Richard Iadevaio, Jr. Superintendent of Highway & Drainage Construction, NCDPW Address 1194 Prospect Ave. Westbury, NY 11590 Phone 516-571-6824
--

Routing Slip

Department	Initials/Signature	Signature
Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appl (Dept. Head) <input type="checkbox"/>	11/19/14
DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	11/16/14
OMB	NIFS Approval <input type="checkbox"/>	11/21/14
11/21/14 County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	11/21/14
11/24/14 County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	11/21/14
Legislative Affairs	Fwd'd Original Contract to CA <input type="checkbox"/>	
Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		
County Attorney	NIFS Approval <input type="checkbox"/>	11/24/14
Comptroller	NIFS Approval <input checked="" type="checkbox"/>	12/4/15
County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	12/9/14

41-583-14

Contract ID#: H670008DL

Department: Public Works

Contract Summary

Description: Provide Professional Construction Management Services for Highway/Bridge Construction - Amendment #1
Purpose: The original contract was to provide "On Call" Professional Construction Management/Inspection Services for all construction activities in the Highway/Bridge unit. This amendment is to increase the Maximum Amount by \$500,000.
Method of Procurement: The contractor was previously selected through an open competitive RFP process.
Procurement History: The contractor was selected through an open competitive RFP process. This is the first amendment.
Description of General Provisions: This Amendment is to increase the Maximum Amount proposed in the original agreement by \$500,000.
Impact on Funding / Price Analysis: The Maximum Amount in the Original Agreement shall be increased by \$500,000. The maximum amount payable to the contractor is \$1,150,000.
Change in Contract from Prior Procurement: The contract Amendment #1 will amend the scope of services to include and increase the Maximum Amount of the Original Agreement by \$500,000.
Recommendation: (approve as submitted)

Advisement Information

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

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

\$500,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP-61587-00003	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

Document Prepared By: _____

Date: _____

NIRS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIRS.	I certify that an unnumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Planto
Name: <u>Sam Lewis</u>	Name: <u>Ernest M. [Signature]</u>	Date: <u>6/19/14</u>
Date: <u>2/17/15</u>	Date: <u>2/14/15</u>	(Print Officer Name Only)
		E #:

E-283-14

RULES RESOLUTION NO. 315-2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND LIRO
ENGINEERS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12-1-14
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with LiRo Engineers, Inc. for "on-call" construction
management services, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to agreement with LiRo Engineers, Inc.

RULES RESOLUTION NO. - 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND LIRO
ENGINEERS, INC.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with LiRo Engineers, Inc. for "on-call" construction
management services, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to agreement with LiRo Engineers, Inc.

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) LIRo Engineers, Inc., Three Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DL between the County and the Firm, executed on behalf of the County on May 27, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

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

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Fifty Thousand Dollars (\$650,000) (the "Maximum Amount");

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

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

1. Payment. Section 3(a) Amount of Consideration shall be increased by Five Hundred Thousand Dollars (\$500,000), so that the total Maximum Amount that the County shall pay the Firm as full consideration for Services shall not exceed One Million One Hundred and Fifty Thousand Dollars (\$1,150,000) ("Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

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

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

LiRo Engineers, Inc.

By: 

Name: MICHAEL BAILEY

Title: SR. VICE PRES

Date: 11/12/14

NASSAU COUNTY

By: 

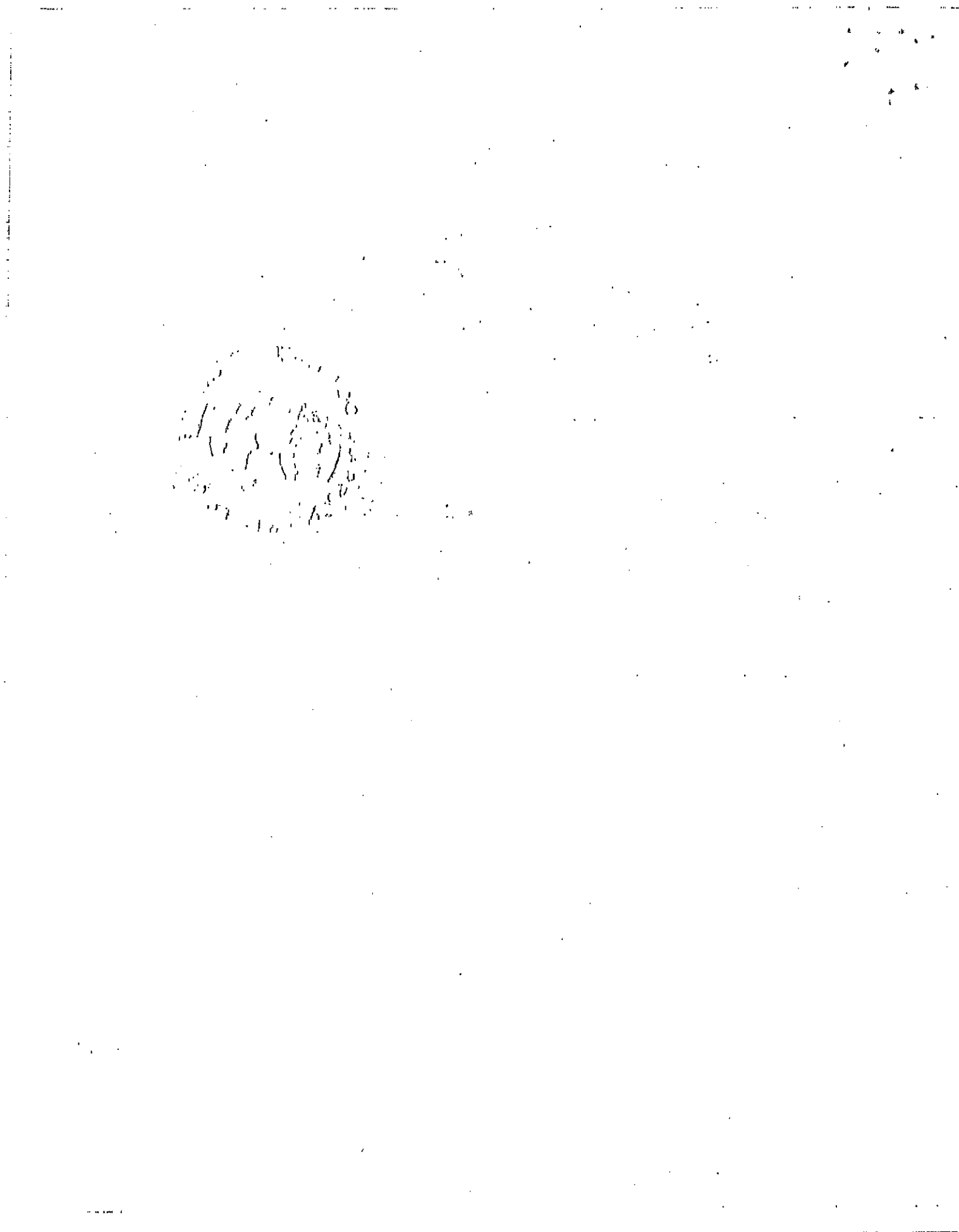
Name: Richard R. Walker

Title: County Executive

☐ Deputy County Executive

Date: 12/9/14

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.;

COUNTY OF NASSAU)

On the 12 day of November in the year 2014 before me personally came Michael Bailey to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Sr. Vice President of LiRo Engineers, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Denise L. Muxo
NOTARY PUBLIC

DENISE L. MUXO
Notary Public, State of New York
No. 01MU6051839
Qualified in Suffolk County
Term Expires 12/11/20 18

STATE OF NEW YORK)

)ss.;

COUNTY OF NASSAU)

On the 9 day of December in the year 2014 before me personally came Richard R. Waller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci
CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE0250026
Qualified in Nassau County
Commission Expires April 02, 2016

DAVID L. MURDO
New York State of New York
No. 01/00/001600
County of Suffolk County
Tenth Edition 1911/1950

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) LIRo Engineers, Inc., Three Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DL between the County and the Firm, executed on behalf of the County on May 27, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

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

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Fifty Thousand Dollars (\$650,000) (the "Maximum Amount");

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

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

1. Payment. Section 3(a) Amount of Consideration shall be increased by Five Hundred Thousand Dollars (\$500,000), so that the total Maximum Amount that the County shall pay the Firm as full consideration for Services shall not exceed One Million One Hundred and Fifty Thousand Dollars (\$1,150,000) ("Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

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

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

LiRo Engineers, Inc.

By: [Signature]
Name: MICHAEL BAILEY
Title: SR. VICE PRES
Date: 11/12/14

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

Dennis H. Hoxo
NOTARY PUBLIC

COUNTY OF NASSAU)

NOTARY PUBLIC

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New York Public Library
ASTOR LENOX TILDEN FOUNDATION
New York

George Maragos
Comptroller



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

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

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

CONTRACTOR NAME: LiRo Engineers, Inc.

CONTRACTOR ADDRESS: Three Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 13-1974950

Instructions: Please check the appropriate box ("X") after one of the following
roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement
for sealed bids. The contract was awarded after a request for sealed bids was published
in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of
sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____
[date]. Potential proposers were made aware of the availability of the RFP by _____
[newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested
copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were
received and evaluated. The evaluation committee consisted
of: _____

_____ [list members]. The proposals were scored and
ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contractor was selected through an open competitive RFP process. This is the first amendment.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

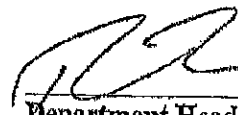
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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

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

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

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



Department Head Signature

1/19/14

Date

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

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

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

1. Name of Firm: LiRo Engineers, Inc.
Address: 3 Aerial Way
City and State: Syosset, New York Zip Code: 11791
2. Firm's Vendor Identification Number: 13-1974930
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company X _____ Closely Held Corp. _____ Other (specify) _____
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)
Rocco Trotta, P.E., Chairman, 3 Aerial Way, Syosset, New York 11791
Luís Tormenta, P.E., CEO and Vice Chairman, 111 Broadway, New York, New York 10006
Lawrence Roberts, Senior Vice President and CFO, 3 Aerial Way, Syosset, New York 11791
Michael Bailey, P.E., Senior Vice President, 3 Aerial Way, Syosset, New York 11791
Michael Burton, P.E., Senior Vice President, 3 Aerial Way, Syosset, New York 11791
Michael Renard, P.E., Vice President, 3 Aerial Way, Syosset, New York 11791
Peter Gerbasi, P.E., Vice President, 3 Aerial Way, Syosset, New York 11791
5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
Rocco Trotta, P.E., 3 Aerial Way, Syosset, New York 11791 - 100%
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* Include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
The following entities are affiliates through common ownership by Rocco Trotta: LiRo Architects + Planners, P.C.; LiRo Program and Construction Management, P.C.; LiRo Architects and Engineers West, P.C.; LiRo Architects & Engineers, P.C. (CT); LiRo Architects & Engineers, P.C. (PA); LiRo Consulting Engineers, P.C.; LiRo Constructors, Inc.; LiRo Program and Construction Management, Inc. (CA).
Common officers of all LiRo affiliates: Rocco Trotta, Chairman; Luís Tormenta, CEO & Vice Chairman.
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 6/12/14

Signed: [Signature]

Print Name: Michael Bailey, P.E.

Title: Sr. Vice President

Contract ID#: H670008DL



CFPW14000012
Department: Public Works

E-75E14

CF (Capital)
Contract Details

SERVICE Construction Management/
Inspection

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

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSBA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES# _____		

Agency Information

Vendor	
Name LRO Engineers, Inc.	Vendor ID# 13-1974950
Address Three Aerial Way Syosset, NY 11991	Contact Person Michael Bailey Phone 516 938 5476

County Department	
Department Contact Richard Indevato, Jr, Superintendent of Highway & Drainage Construction, NCDPW	
Address 1124 Prospect Ave, Westbury, NY 11590	
Phone 516 571 6824	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required	
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	3/5/14	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	3/4/14	[Signature]	
	OMB	NIFS Approval	<input type="checkbox"/>	3/7/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required for Blanket Res.
3/14/14	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	3/14/14	[Signature]	
3/14/14	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	3/14/14	[Signature]	
	Legislative Affairs	Fwd'd Original Contract to CA	<input type="checkbox"/>	3/17/14	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>			
	County Attorney	NIFS Approval	<input type="checkbox"/>	3/18/14	[Signature]	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	3/18/14	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	3/19/14	[Signature]	



Contract Summary

Description: Provide Professional Construction Management Services for Highway/ Bridge construction.
Purposes: Approval of a Personal Services Agreement with Lika Engineers, Inc. to provide "On Call" Professional Construction Management / Inspection Services for all construction activities in the Highway/ Bridge unit. These services may include providing Resident Engineers, Field Office Engineers, Construction Inspectors, Schedulers, Cost Estimators, Field Survey Parties, Evaluation of contractors claims, Pre-Bid Constructability Review, Utility Mark out, Soil Boring/ Investigation, Material testing and other related engineering/ support services.
Method of Procurement: A qualification-based rating and ranking system of technical and cost proposal in accordance with standard DPW procedures.
Procurement History: The Contract was entered into after a written request for proposal was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by publication in Newsday and the Nassau County procurement web site. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. A selection Committee was formed to evaluate each proposal. Members of the Committee include Richard P. Elliot, Chief Deputy Commissioner, Raksha Maltra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Ladavalo, Jr., Superintendent of Highway and Drainage Construction. The committee met on September 3, 2013 to discuss and score proposals. The Committee subsequently requested that the twelve highest ranking firms to submit a Best And Final Offer (BAFO). From the BAFO, selected twelve firms to perform Construction Management/ Inspection tasks as it provided to the best value to the County. For more information, please refer to the attached RTI part II Memorandum.
Description of General Provisions: Contract for services conforms to model personal services contract developed and approved by the office of the County Attorney.
Impact on Funding / Price Analysis: Funding for services to be provided under this agreement will come from various Capital Projects. This agreement will expire 24 months after its execution with a provision to extend the agreement for a third year of service and has a maximum payment limitation of Six Hundred Fifty Thousand (\$650,000.00) dollars.
Change in Contract Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	687
Object:	06003
Transaction:	CF

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE		AMOUNT
Revenue Contract	<input type="checkbox"/>	XXXXX
County		\$0.01
Federal		\$
State		\$
Capital		\$
Other		\$
TOTAL		\$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP-61587-00003	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$0.01

Document Prepared By: _____

Date: _____

Director's Certification	Controller's Certification	County Executive's Approval
I certify that the document was accepted into MIFS.	I certify that an unencumbered balance sufficient to cover the contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: <i>Michael J. Blum</i>	Name: <i>[Signature]</i>	Date: <i>4/9/14</i>
Date: <i>5/13/2014</i>	Date: <i>5/13/14</i>	(For Office Use Only)
		E #:

6-7544

RULES RESOLUTION NO. 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
DEPARTMENT OF PUBLIC WORKS, AND LIRO ENGINEERS, INC.

WHEREAS, the County has negotiated a personal services agreement
with LIRO Engineers, Inc. in connection with "on-call" construction
management services, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the agreement with
LIRO Engineers, Inc.

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

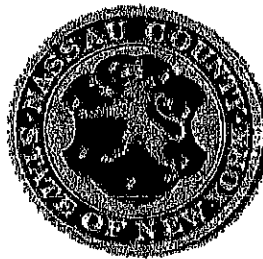
RULES RESOLUTION NO. -2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
DEPARTMENT OF PUBLIC WORKS, AND LIRO ENGINEERS, INC.

WHEREAS, the County has negotiated a personal services agreement
with LiRo Engineers, Inc. in connection with "on-call" construction
management services, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the agreement with
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, Inc.

CONTRACTOR ADDRESS: Three Aerial Way, Syosset, NY 11791

FEDERAL TAX ID # 13-1974950

Instructions: Please check the appropriate box ("X") after one of the following
roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement
for sealed bids. The contract was awarded after a request for sealed bids was published in
_____ on _____. The sealed bids were publicly opened on _____, _____ (# _____) of
sealed bids were received and opened.

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

The Contract was entered into after a written request for proposals was issued on July 29, 2013.
Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the
~~County's Procurement website. Eighteen (18) of potential proposers requested copies of the RFP.~~
Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The
evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E.
, Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio,
Jr, Superintendent of Highway and Drainage Construction. The proposals were scored and ranked. As a
result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected.

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

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

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

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

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

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

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

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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



Date

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

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

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

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

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

Project No. : H670008D

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

Department: Public Works

Date: July 18, 2013

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

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

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

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

Total Project Cost: \$9,000,000.00

Date RFP Due: August 23, 2013

Includes, engineering and construction management

Capital Funding Approval: YES ☐ NO ☐

[Signature]
SIGNATURE

Funding Allocation (Project/subobject):
See Attached Sheet if multiyear

*Funding will be assigned
by separate RTIs*

Department Head Approval: YES ☒ NO ☐

[Signature]
SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐

[Signature]
SIGNATURE

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

See Attached Sheet

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

DCE/Ops Approval:

YES ☐ NO ☐

Signature _____

SSG:RM/pl

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: November 20, 2013

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

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

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

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

Construction Management Firm	Technical Ranking	Best and Final Offer (BAFO)	Cost Ranking
HAKS	1	\$ 937,470.00	11
LKB	1	\$ 922,750.00	13
LIRo	3	\$ 845,581.25	5
GEB	4	\$ 896,300.00	7
Tectonic	5	\$ 936,550.00	16
GPI	6	\$ 893,959.00	8
Cashin	7	\$ 837,481.25	3
Savin	8	\$ 894,575.00	6
LKMA	9	\$ 836,187.50	4
deBruin	10	\$ 934,250.00	10
Cameron	10	\$ 928,764.50	12
RBA	12	\$ 910,200.50	2
D&B	13	\$ 985,747.00	15
Geddon	14	\$ 1,111,113.11	17
Halder	15	\$ 949,115.00	14
Field Assoc.	16	\$ 662,360.00	1
O'Connor Pettito	17	Non-Responsive	0
Vertex	18	\$ 801,250.00	2



Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive
November 20, 2013

Page two

SUBJECT: Request to Initiate (an RFP)-Part II

"On Call" Construction Management Services: Highway/Bridge Construction
Selection of Firms for Professional Construction Management Services
RFP No. PW-H670008D

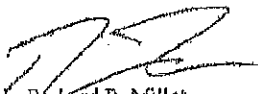
As shown above, HAKS, LKB, LIRo, GBB, Tectonic, GPI, Cashin, Savin, LKMA, deBruijn, Cameron and RBA scored the highest twelve (12) technical proposals, all above 80%. However, LKB and Tectonic did not submit the highest-ranked cost proposals (lowest cost), as seen in the table above. As such, the Committee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

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

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

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

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



Richard P. Millet
Chief Deputy Commissioner

SSG:RM:pl

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

APPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: July 30, 2013

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

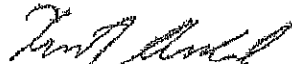
The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:

Three (3) "On-Call" Construction Management Service Agreements for DPW's Highway/Bridge Construction Group
2. The work involves the following:

Provide resident engineers, inspectors, schedulers, cost estimators, field survey parties, evaluation of construction claims, pre-bid constructability reviews, and construction related engineering services on an as-needed basis for the various construction projects managed by the DPW's Construction Management Unit Highway/Bridge Construction Group.
3. An estimate of the cost is: \$1,500,000.00/Agreement
4. An estimate of the duration is: Twenty-four (24) Months

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


Kenneth G. Arnold
Assistant to Commissioner

KGA;WSN:RM:lv

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



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

1. Name of Firm: LiRo Engineers, Inc.
Address: 3 Aerial Way
City and State: Syosset, New York Zip Code: 11791
2. Firm's Vendor Identification Number: 13-1974950
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company X _____ Closely Held Corp. _____ Other (specify) _____
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)
Rocco Trotta, P.E., Chairman, 3 Aerial Way, Syosset, New York, 11791
Luis Tormenta, P.E., CEO and Vice Chairman, 111 Broadway, New York, New York, 10006
John Lekstutis, P.E., President and Vice Chairman, 3 Aerial Way, Syosset, New York, 11791
Lawrence Roberts, Senior VP and CFO, 3 Aerial Way, Syosset, New York, 11791
5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
Rocco Trotta, P.E., 3 Aerial Way, Syosset, New York, 11791 -100%
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [If none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
The following entities are affiliates through common ownership by Rocco Trotta: LiRo Architects + Planners, P.C.; LiRo Program and Construction Management, P.C.; LiRo Architects and Engineers West, P.C.; LiRo Architects & Engineers, P.C.(CT); LiRo Architects & Engineers, P.C. (PA); LiRo Consulting Engineers, P.C; LiRo Constructors, Inc.; LiRo Program and Construction Management, Inc. (CA).
Common officers of all LiRo affiliates: Rocco Trotta, Chairman; Luis Tormenta, CEO & Vice Chairman; John Lekstutis, President & Vice Chairman;
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 1-13-2014

Signed: 

Print Name: Michael Bailey

Title: Sr. Vice President

EDWARD P. MANGANO
COUNTY EXECUTIVE



SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

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

CONTRACT FOR SERVICES

"ON-CALL" CONSTRUCTION MANAGEMENT SERVICES :

CIVIL/SITE CONSTRUCTION MANAGEMENT GROUP

AGREEMENT NO. H670008DL

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 1660 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 LiRo Group Company) having its principal office at Three Aerial Way, Syosset, NY 11791, (the "Firm").

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

2. Services, Extra Services and Reimbursable Expenses

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

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

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

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

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

(2) Testing Laboratory Services.

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

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

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

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

3. Payment.

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

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

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

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

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

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

7. Compliance with Law.

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

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

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

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

appropriate.

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

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

10. Insurance.

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

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

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

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

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

12. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Joint Venture.

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

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

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

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

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

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

{Remainder of page intentionally left blank}

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

By: [Signature]
Name: MICHAEL BAILEY
Title: SR. VICE PRES.
Date: 1/13/14

NASSAU COUNTY

By: [Signature]
Name: _____
Title: County Executive
☒ Deputy County Executive
Date: 5/17/14

TIMOTHY SULLIVAN
Deputy County Executive for Finance

PLEASE EXECUTE IN BLUE INK

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

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 13th day of January in the year 2014 before me personally came Michael Bailey to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Sr. Vice President of Lika Engineers, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Denise L. Muxo
NOTARY PUBLIC

DENISE L. MUXO
Notary Public, State of New York
No. 01MU6061039
Qualified in Suffolk County
Term Expires 12/11/2014

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01P66000026
Qualified in Nassau County
Commission Expires April 02, 2016

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

On-Call Civil/ Site Construction Management Services

1. Scope of Services:

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

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

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

2. Notification

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

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

3. Task Order (Mission) Procedures

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

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

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

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

(b) Department review of Proposal and Cost Proposal:

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

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

EXHIBIT "B"

PAYMENT SCHEDULE

On-Call Civil/Site Construction Management Services

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

1. Services

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

B. Subconsultants and Special Consultants

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

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

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed One Hundred Fifty (\$150) dollars per hour.

EXHIBIT "C"

MAXIMUM WAGE RATE SCHEDULE



LIRo Engineers, Inc.
A LIRo Group Company

Three Aerial Way, Syosset, NY 11791 Telephone 516.938.6478 Facsimile 516.937.8421

February 24, 2014

Saji Varughese
Nassau County Department of Public Works
Division of Engineering
1194 Prospect Avenue
Westbury, NY 11590

Subject: Agreement H670008DL- "On Call" Construction Management Services:
Highway/Bridge Construction

Dear Mr. Varughese:

As requested, we are forwarding herein our salary rate schedule for the positions identified in our proposal for On-Call Construction Management Services, Highway Bridge Construction, Agreement No. H670008DL. The proposed rates are as follows:

Resident Engineer (NICET IV)	\$58.00 per hour
Field Office Engineer (NICET III)	\$43.15 per hour
Construction Inspector (NICET II)	\$31.35 per hour
CPM Scheduler	\$40.00 per hour

We trust this meets with your requirements. If you should have any questions, please do not hesitate to contact me:

Very truly yours,

LIRo ENGINEERS, INC.

John Lekstutis, P.E.
President Emeritus

JPL:dlm

I:\Nassau\Agency Info\ JPL-2-24-14 Rates to Saji.docx

EXHIBIT "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Firm shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women In Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Firm shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Firm will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Firm shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Firm's obligations herein.

(c) The Firm shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Firm shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

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

(f) Firms must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

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

(h) At any time after Subconsultant approval has been requested and prior to being granted, the contracting agency may require the Firm to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Firm to submit such documentation at any time after Subconsultant approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Firm must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Firm must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Firm's Subcontracts and Firm's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Firm shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Firm shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Firm has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subconsultant and shall complete all forms provided by the Executive Director or the Department Head relating to Subconsultant utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Firms or Subconsultants in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subconsultant as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Firm, listing the procedures it has undertaken to procure Subconsultants in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Firm" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a Firm, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subconsultant.

As used in this Appendix EE the term "County Firm" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Firm reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Firm welcomed bids and quotes from M/WBE Subconsultants. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Firm's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subconsultants to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE Subconsultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subconsultants were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Firm that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business

reasons based on (1) a thorough investigation of MWBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any MWBE deemed unqualified by the County Firm shall be included in the Best Effort Documentation.

g. If an MWBE is rejected based on cost, the County Firm must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subconsultants by the County Firm must also be included with the Best Effort Documentation.

i. County Firms may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (i) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Firm.

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

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Subconsultants and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

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

Luis Tormenta (Name)

3 Aerial Way, Syosset, NY 11791 (Address)

516-938-5476 (Telephone Number)

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

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

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

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

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

Dated 1/20/2014



Signature of Chief Executive Officer

Luis M. Tormenta

Name of Chief Executive Officer

Sworn to before me this

20th day of Jan., 2014.

Danielle L. Muxo

Notary Public

DAVID L. MUXO
Notary Public, State of New York
No. 01MU0061039
Qualified in Suffolk County
Term Expires 12/11/20 14

Contract ID#: H670008DL

CFPW14000012
Department: Public Works

E-75F14

CF (Capital)
Contract DetailsSERVICE Construction Management/
Inspection

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

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor	
Name LIRo Engineers, Inc.	Vendor ID# 13-1974950
Address Three Aerial Way Syosset, NY 11991	Contact Person Michael Bailey Phone 516 938 5476

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

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd/Rev'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	3/5/14	[Signature]
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	3/4/14	[Signature]
	OMB	NIFS Approval	<input type="checkbox"/>	3/7/14	[Signature]
3/11/14	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	3/11/14	[Signature]
3/14/14	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	3/14/14	[Signature]
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	3/17/14	[Signature]
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>	03/25/14	[Signature]
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	3/13/14	[Signature]
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	4/9/14	[Signature]



Contract Summary

Description: Provide Professional Construction Management Services for Highway/ Bridge construction.
Purpose: Approval of a Personal Services Agreement with LIRo Engineers, Inc. to provide "On Call" Professional Construction Management / Inspection Services for all construction activities in the Highway/ Bridge unit. These services may include providing Resident Engineers, Field Office Engineers, Construction Inspectors, Schedulers, Cost Estimators, Field Survey Parties, Evaluation of contractors claims, Pre-Bid Constructability Review, Utility Mark out, Soil Boring/ Investigation, Material testing and other related engineering/ support services.
Method of Procurement: A qualification- based rating and ranking system of technical and cost proposal in accordance with standard DPW procedures.
Procurement History: The Contract was entered into after a written request for proposal was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by publication in Newstday and the Nassau County eProcurement web site. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. A selection Committee was formed to evaluate each proposal. Members of the Committee include Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction. The committee met on September 3, 2013 to discuss and score proposals. The Committee subsequently requested that the twelve highest ranking firms to submit a Best And Final Offer (BAFO). From the BAFO, selected twelve firms to perform Construction Management/ Inspection tasks as it provided to the best value to the County. For more information, please refer to the attached RTI part II Memorandum.
Description of General Provisions: Contract for services conforms to model personal services contract developed and approved by the office of the County Attorney.
Impact on Funding / Price Analysis: Funding for services to be provided under this agreement will come from various Capital Projects. This agreement will expire 24 months after its execution with a provision to extend the agreement for a third year of service and has a maximum payment limitation of Six Hundred Fifty Thousand (650,000.00) dollars.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

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

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP-61587-00003	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$0.01

Document Prepared By: _____

Date: _____

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

E-7544

RULES RESOLUTION NO 66 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
DEPARTMENT OF PUBLIC WORKS, AND LIRO ENGINEERS, INC.

WHEREAS, the County has negotiated a personal services agreement
with LiRo Engineers, Inc. in connection with "on-call" construction
management services, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the agreement with
LiRo Engineers, Inc.

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

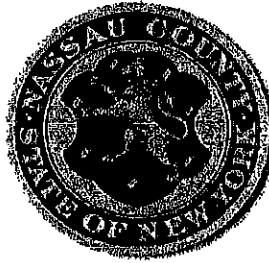
RULES RESOLUTION NO. - 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
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Legislature authorizes the County Executive to execute the 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, Inc.

CONTRACTOR ADDRESS: Three 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
_____ on _____. The sealed bids were publicly opened on _____, _____ (#____) of
sealed bids were received and opened.

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

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

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

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

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

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

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

3/5/14

Date

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

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

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

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

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

Project No.: H670008D

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

Department: Public Works

Date: July 18, 2013

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

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

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

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

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

Date RFP Due: August 23, 2013

Capital Funding Approval: YES ☐ NO ☐

Funding Allocation (Project/subobject):
See Attached Sheet if multiyear

[Signature]
SIGNATURE

*Funding will be assigned
by separate RTIS*

Department Head Approval: YES ☒ NO ☐

[Signature]
SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐

[Signature]
SIGNATURE

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

See Attached Sheet

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

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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: November 20, 2013

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

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

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

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

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



Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

November 20, 2013

Page two

SUBJECT: Request to Initiate (an RFP)-Part II

"On Call" Construction Management Services: Highway/Bridge Construction

Selection of Firms for Professional Construction Management Services

RFP No. PW-H670008D

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

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

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

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

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




Richard P. Millet
Chief Deputy Commissioner

SSG:RM:pl

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

APPROVED:

DISAPPROVED:


Richard R. Walker
Chief Deputy County Executive

Date

Richard R. Walker
Chief Deputy County Executive

Date

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: July 30, 2013

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

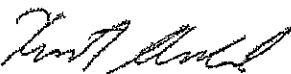
The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:

Three (3) "On-Call" Construction Management Service Agreements for DPW's Highway/Bridge Construction Group
2. The work involves the following:

Provide resident engineers, inspectors, schedulers, cost estimators, field survey parties, evaluation of construction claims, pre-bid constructability reviews, and construction related engineering services on an as-needed basis for the various construction projects managed by the DPW's Construction Management Unit Highway/Bridge Construction Group.
3. An estimate of the cost is: \$1,500,000.00/Agreement
4. An estimate of the duration is: Twenty-four (24) Months

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


Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:RM:lv

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



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

1. Name of Firm: LiRo Engineers, Inc.
Address: 3 Aerial Way
City and State: Syosset, New York Zip Code 11791
2. Firm's Vendor Identification Number: 13-1974950
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company X Closely Held Corp. _____ Other (specify) _____
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)
Rocco Trotta, P.E., Chairman, 3 Aerial Way, Syosset, New York, 11791
Luis Tormenta, P.E., CEO and Vice Chairman, 111 Broadway, New York, New York, 10006
John Lekstutis, P.E., President and Vice Chairman, 3 Aerial Way, Syosset, New York, 11791
Lawrence Roberts, Senior VP and CFO, 3 Aerial Way, Syosset, New York, 11791
5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
Rocco Trotta, P.E., 3 Aerial Way, Syosset, New York, 11791 -100%
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
The following entities are affiliates through common ownership by Rocco Trotta: LiRo Architects + Planners, P.C.; LiRo Program and Construction Management, P.C.; LiRo Architects and Engineers West, P.C.; LiRo Architects & Engineers, P.C (CT); LiRo Architects & Engineers, P.C. (PA); LiRo Consulting Engineers, P.C; LiRo Constructors, Inc.; LiRo Program and Construction Management, Inc. (CA).
Common officers of all LiRo affiliates: Rocco Trotta, Chairman; Luis Tormenta, CEO & Vice Chairman; John Lekstutis, President & Vice Chairman;
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 1-13-2014

Signed: 

Print Name: Michael Bailey

Title: Sr. Vice President

EDWARD P. MANGANO
COUNTY EXECUTIVE



SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

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

CONTRACT FOR SERVICES

"ON-CALL" CONSTRUCTION MANAGEMENT SERVICES:

CIVIL/SITE CONSTRUCTION MANAGEMENT GROUP

AGREEMENT NO. H670008DL

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) LiRo Engineers, Inc (A LiRo Group Company) having its principal office at Three Aerial Way, Syosset, NY 11791, (the "Firm").

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

2. Services, Extra Services and Reimbursable Expenses

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

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

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

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

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

(2) Testing Laboratory Services.

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

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

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

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

3. Payment.

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

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

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

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

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

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

7. Compliance with Law.

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

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

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

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

appropriate.

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

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

10. Insurance.

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

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

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

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

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

12. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Joint Venture.

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

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

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

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

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

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

{Remainder of page intentionally lefty blank}

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

By: [Signature]
Name: MICHAEL BAILEY
Title: SR. VICE PRES.
Date: 1/13/14

NASSAU COUNTY

By: [Signature]
Name: TIMOTHY SULLIVAN
Title: County Executive
☒ Deputy County Executive
Date: 5/27/14

TIMOTHY SULLIVAN
Deputy County Executive for Finance

PLEASE EXECUTE IN BLUE INK

[Note to Departments] County offices and bureaus that
in accordance with the Charter should evidence approval
form and not by placing a signature on this Agreement

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 13th day of January in the year 2014 before me personally came Michael Bailey to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Sr. Vice President of Liko Engineers, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

DENSE I. MUXO
NOTARY PUBLIC

DENSE I. MUXO
Notary Public, State of New York
No. 01MU6061032
Qualified in Suffolk County
Term Expires 12/11/2014

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE0250026
Qualified in Nassau County
Commission Expires April 02, 2016

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

On-Call Civil/ Site Construction Management Services

1. Scope of Services:

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

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

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

2. Notification

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

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

3. Task Order (Mission) Procedures

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

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

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

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

(b) Department review of Proposal and Cost Proposal:

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

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

EXHIBIT "B"

PAYMENT SCHEDULE

On-Call Civil/Site Construction Management Services

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

1. Services

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

B. Subconsultants and Special Consultants

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

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

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed One Hundred Fifty (\$150) dollars per hour.

EXHIBIT "C"

MAXIMUM WAGE RATE SCHEDULE



LiRo Engineers, Inc.

A LiRo Group Company

Three Aerial Way, Syosset, NY 11791 Telephone 516.938.6478 Facsimile 516.937.8421

February 24, 2014

Saji Varughese
Nassau County Department of Public Works
Division of Engineering
1194 Prospect Avenue
Westbury, NY 11590

Subject: Agreement H670008DL- "On Call" Construction Management Services:
Highway/Bridge Construction

Dear Mr. Varughese:

As requested, we are forwarding herein our salary rate schedule for the positions identified in our proposal for On-Call Construction Management Services, Highway Bridge Construction, Agreement No. H670008DL. The proposed rates are as follows:

Resident Engineer (NICET IV)
Field Office Engineer (NICET III)
Construction Inspector (NICET II)
CPM Scheduler



We trust this meets with your requirements. If you should have any questions, please do not hesitate to contact me.

Very truly yours,

LiRo ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'John P. Lekstutis', is written over a large, stylized, handwritten 'J'.

John Lekstutis, P.E.
President Emeritus

JPL:dlm

I:\Nassau\Agency Info\ JPL-2-24-14 Rates to Saji.docx

EXHIBIT "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Firm shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Firm shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Firm will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Firm shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Firm's obligations herein.

(c) The Firm shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Firm shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

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

(f) Firms must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

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

(h) At any time after Subconsultant approval has been requested and prior to being granted, the contracting agency may require the Firm to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Firm to submit such documentation at any time after Subconsultant approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Firm must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Firm must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Firm's Subcontracts and Firm's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Firm shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Firm shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Firm has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subconsultant and shall complete all forms provided by the Executive Director or the Department Head relating to Subconsultant utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Firms or Subconsultants in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subconsultant as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Firm, listing the procedures it has undertaken to procure Subconsultants in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Firm" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a Firm, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subconsultant.

As used in this Appendix EE the term "County Firm" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Firm reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Firm welcomed bids and quotes from M/WBE Subconsultants. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Firm's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subconsultants to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE Subconsultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subconsultants were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Firm that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business

reasons based on (1) a thorough investigation of MWBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any MWBE deemed unqualified by the County Firm shall be included in the Best Effort Documentation.

- g. If an MWBE is rejected based on cost, the County Firm must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subconsultants by the County Firm must also be included with the Best Effort Documentation.
- i. County Firms may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (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 Firm.

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

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Subconsultants and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

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

Luis Tormenta (Name)

3 Aerial Way, Syosset, NY 11791 (Address)

516-938-5476 (Telephone Number)

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

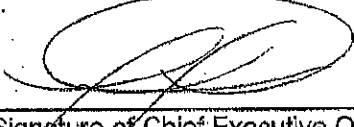
3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder,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

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

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

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

1/20/2014
Dated


Signature of Chief Executive Officer

LUIS M. TORMENTO
Name of Chief Executive Officer

Sworn to before me this
20th day of Jan., 2014.

Denise I. Muxo
Notary Public

DENISE I. MUXO
Notary Public, State of New York
No. 01MU0061999
Qualified in Suffolk County
Term Expires 12/11/2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Attorney
Att: Robert Cleary, Director of Procurement Compliance

FROM: Department of Public Works

DATE: August 16, 2017

SUBJECT: "On Call" Construction Management and Inspection Services for Highway/Bridge Unit
Agreement No H670008D, Extension of "On Call" Agreement.

The Department of Public Works procured Construction Management and Inspection agreements with twelve (12) consulting firms to provide "On Call" Professional Construction Management and Inspection Services for the Highway/Bridge Unit in April/ May in 2014. After two years, eleven (11) of these agreements were extended for one more year as per the agreements up to April/May 2017. Before the expiration of these agreements, the Department initiated a new procurement to hire consulting firms to provide Professional Construction Management and Inspection Services related to Highway/Bridge work.

However, in requesting CSEA approval there has been a significant delay in sending out the RFP. While the issue is worked out as to whether and to what extent the Department can subcontract this work, the Department wants to extend the expiration date for eighteen (18) more months from the date of expiration for the following six agreements in order to provide a continuous professional construction management on the current construction contracts until completion.

1. LKB H670008DK
2. LiRo H670008DL
3. GPI H670008DP
4. Cashin H670008DC
5. Savin H670008DS
6. NV5 H670008DR

As a result of not sending out the RFP due to CSEA issue, these contracts have since expired and require retro-active approval. Please note that the ongoing work associated with these contracts are acceptable to Comptroller as the contracts allow for the completion of assigned work prior to expiration.



Kenneth G. Arnold
Assistant to Commissioner

KGA:RM:jm

c: Shila Shah-Gavnoudias, Commissioner
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Saji Varughese, Construction Inspector II

