



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 Syosset, NY 11991	Contact Person: Michael Bailey
	Phone: 516 938 5476

Department:		(")
Contact Name: Saji Varughese	Profession Control of the Control of	71 22 23 32
Address: 1194 Prospect Ave	Ü	
Westbury, NY 11590	Q.	
Phone: 516 571 9651	Ü	Control of the contro
	(J)	

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: \$2 5 5 5 9 4 433 LI0Z	18-AUG-17 AAMATO
County Atty.	Approval: X Aikhus nyssyn	21-AUG-17 NSARANDIS
Dep. CE	Approval: X AxMin nvssyn	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			
Fund: CAP			
Control:	61		
Resp:	587		
Object:	00003		
Transaction:	CL		
Project #:	61587		
Detail:	000		

RENEWAL		
%		
Increase		
%		
Decrease		

FUNDING SOURCE	AMOUNT	
Revenue		
Contract:		
County	\$ 0.00	
Federal	\$ 0.00	
State	\$ 0.00	
Capital	\$ 0.01	
Other	\$ 0.00	
TOTAL	\$ 0.01	

LINE	INDEX/OBJECT CODE	AMOUNT
12	PWCAPCAP- 61587/000-00003	\$ 0.01
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 0.01

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 ab If amendment - \$ amount should be full amount of amendment only	ove the amount previously approved by NIFA
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 EXIST	TING AGREEMENT
4. Funding Source:	
General Fund (GEN) Grant Fund (GF X Capital Improvement Fund (CAP) Other	RT) Federal % 0 State % 0 County % 0
Is the cash available for the full amount of the contract? If not, will it require a future borrowing?	Y 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 v	which this approval is requested:
The original contract was to provide ¿On Call¿ Professional Construction the highway/Bridge unit, This amendment is to increase the expiration date for	on Management and Inspection Services for all construction activities in or 18 more months from the date of expiration.
6. Has the item requested herein followed all proper procedure	es 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 app	roval 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 Approv al 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 deliberation s.

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.

<u>Authenticated User</u> <u>Date</u>

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts 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



OFFICE OF THE

240 Old Country Road

COMPTROLLER

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				
<u>Instructions:</u> Please check the appropriate box ("⊠") after numerals, and provide all the requested information.	er one of the following roman			
I. The contract was awarded to the lowest, responsible for sealed bids. The contract was awarded after a request in [newspaper]	t for sealed bids was published			
in [newspaper] [date]. The sealed bids were publicly opened on	[date][#] of sealed			
II. The contractor was selected pursuant to a Request The Contract was entered into after a written request for proposals was [date]. Potential proposers were made aware of the availability [newspaper], posting on induparties and by publication on the County procurement w [date] [state #] proposals	s issued on of the RFP by advertisement in astry websites, via email to interested rebsite. Proposals were due on were received and evaluated. The			
evaluation committee consisted of:				
	(list # of persons on			
committee and their respective departments). The proposals were se	cored 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. \square 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

C. Pursuant to General Municipal Law Section 104, the department is purchasing the services

State

York

a New

within the scope of the terms of that contract.

through

Office

of

, and the attached memorandum explains how the purchase is

General

Services

contract

attached).

required

□ D. Pursuant to General Municipal Law Section 119-0, 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. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX. X Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to 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
Department Head Signature
8/16/17 Date





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, Nevoli 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. Vendor: LiRo Engineers, Inc Dated: 6/26/17 Signed: Title: Chief Executive Officer

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

"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

Page 2 of 4
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
3.4
5. The name of persons, organizations or governmental entities before whom the lobbyist
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			
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I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

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

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

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

Dated: 6/26/17 Signed:

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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

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 attack 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 IVI Tormenta		<u> </u>	Caralle St.
	Date of birth		the Same	
	Home address			<u> </u>
	City/state/zip:			And the same of th
	Business address 3 Aerial Way			-
	City/state/zip Syosset, NY 11791	, 6-r ₁		
	Tejephone 516:938-5476	75 (1984) 1984 1984 - 1984 1984 - 1984	10 - 20 - 10 - 10 - 10 - 10 - 10 - 10 -	
	Other present address(es) N/A		4	
:	City/state/zip_N/A			<i>1 1 1 1 1 1 1 1 1 1</i>
	Telephone N/A			
	List of other addresses and telephone in	umbers attached		
	Chairman of Board/_/ _ Share Chief Exec. Officer 09 / 29 / 06 Se Chief Financial Officer/ _ / Vice President/ / Chief Operating (Other)	oretary // Partner ///	2000:	
3.	Do you have an equity interest in the bu YESNO <u>X</u> if Yes, provide deta	ısiness submittin ilis:	the questionnal	re?
4,	Are there any outstanding loans, guara other type of contribution made in whole submitting the questionnaire? YES	e or in part betwe	en you and the b	usiness
	Within the past 3 years, have you beer for profit organization other than the or if yes, provide details. See attached	i a principal owns ie submitting the	er of officer of ain questionnaire?	y business or not- YES <u>X</u> NO

Section	ny governmental entity awarded any contracts to a business or organization listed in in 5 in the past 3 years while you were a principal owner or officer? YES <u>X</u> NO provide details. See attached.
operation Provide a	i affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency, detailed response to all questions checked "YES", if you need more space, photocopy priate page and attach it to the questionnaire.
	past (5) years, have you and/or any affiliated businesses or not for-profit zations listed in Section 5 in which you have been a principal owner or officer:
: 'à .	Been debarred by any government agency from entering into contracts with that agency?, YESNO_X If Yes, provide details for each such instance.
b .	Been declared in default and/esterminated 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? YESNO X if Yes, provide details for each such instance.
bankn the pa bankn any si initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptoy petition and/or been the subject of involuntary bankruptcy proceedings during at 7 years, and/or for any portion of the last 7 year period, been in a state of uptoy, as a result of bankruptcy proceedings initiated more than 7 years ago and/or is (the business now the subject of any pending bankruptcy proceedings, whenever od? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES", If you need more space, photocopy the appropriate page and it to the questionnaire.)
·a)	Is there any felony charge pending against you? YES NO X If Yes, provide details for each such charge.
(6)	Is there any misdemeanor charge pending against you? YESNO_x If Yes, provide details for each such charge.
Ĉ)	is there any administrative charge pending against you? YESNO 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 6 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 5

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

LiRo Program and Construction Management, PE P.C. - Common Gwnership 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, Suffelk County, New York City and New York State agencles.

Question 10

NYCHA Rooting

NYCHA Rooting: In December, 2013, Like Program and Construction Management, PEPC. (Like) received a Civil Investigation Demand ("GID") pursuant to the False Claims Act from the United States Attorney's Office seeking Information regarding a NYCHA roofing project. Like served as the construction manager for this project, which was completed in 2011. In April, 2014, Like was informed that the US Afforney closed its investigation and did not find any improper conduct on the part of Like. This matter is now closed.

SA HVAC

LiRo Program & Construction Management, P.C. ("LIRO") and S.A. HVAC; the ("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 #20080012929. 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 penform heating ventilation and air conditioning work for the period from January 2008 to January 2009. S.A. falled 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 steamfilter 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, Lino acknowledges that pursuant to Labor Law Section 223 it is financially responsibile; 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 regulated.

High Tower

On February 7, 2013, Like Program & Construction Management, P.C. ("Like") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve provailing wage

violations against High Tower Construction Group, Inc. in connection with work performed by Highfower on a DDC project in 2005. Like provided Construction Management Services for capital projects pentaining to various EMS stations. Like 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 falled 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, Like is the only viable party capable of satisfying High Tower's financial obligation as required by Labor Law Section 223 and agreed to pay \$48,595,51 to satisfy High Tower's underpayment obligation. Like acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, Like'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 Like was not responsible for the payment of any penalty. This matter is closed.

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:

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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, PB 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 Constriction 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. Bereghe 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/Shureholder]

Labor Law File No. 20050503

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

IT HERERY 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 (bereafter "DDC") awarded Liro Contract #97G4414 (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 it's employees as Laborers and Apprentices instead of Brick Layers or Mason Tenders and, as a result, failed to pay the correct provailing 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, TFIC 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

'n

/\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	Deborah Seidenberg, Director of Legal Affairs
Bureau of Labor Law	Bureau of Labor Law
Dated:	

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT INFRENDERING 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.

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 wild day of July

2017

Notary Public

FLOBENCE LIM Notary Public, Slete of New York No. 01LIG156882 Qualified in Richmond, County Term Expires 12/04/20/26

LiRo Engineers, Inc.

Name of submilting business

Luis M. Tormenta, PE

Print name

Signature

Chief Executive Officer

Title

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 punership 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.

i.	Principal Name Michael Burton	:		e manage de la companya de la compa		.	
J.	Date of birth				1 . 44	No.	
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1	City/atate/zip	· ·			"		 ,
	Business address & Aerial Way	· · · · · · · · · · · · · · · · · · ·			<u> </u>	Wig WE	
i i	City/state/zip_Syosset, NY 11791		22000	<u> </u>	er i er er er er	30.0	
11.7	Telephone \$16.938-5476:	 	, S. J.	<u> </u>	-		
	Other present address(es) N/A	<u> </u>		-			
	City/state/zip_N/A			·			
	Telephone N/A		·				<u> </u>
2	Chief Exec: Officer / Sec Chief Financial Officer / Senior VIII Vice President / J Senior VIII	Lstarti Lurahotk retary Partine ce Pres	ing date of	each (9	A 44	12-10-Y
3 .	Do you have an equity interest in the buyes NO _x !if Yes, provide deta	11186	4 T		٠.		
4.	Are there any outstanding loans, guarar other type of contribution made in whole submitting the questionnaire? MES	NO.	X If Ye	s, prov	ide deta	ls.	
Ş.	Within the past 3 years, have you been for profit organization other than the on if Yes, provide details. See attached	e sub	iclpal own mitting the	dhéath ar or a	ficer of a onnaire?	YES	mess or no X NO

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
NOTE: An affirmative answer is required below whether the sanotion arose automatically, by operation of law, or as a result of any action taken by a government agency.
operation of law, or as a result of any action recovery. 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 net-for-profit organizations listed in Section 6 in which you have been a principal owner or officer.
a. Been departed by any government agency from entering into contracts with that
agency? VES 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? YESNO X If Yes, provide details for each such instance.
Been denied the award of a contract and/or the apportunity to bid on a contract. Including, but not limited to fallure to meet pre-qualification standards? YES
d. Been suspended by any government agency from entering into any contract withit; and/or is any action pending that could formally depar or otherwise affect such pusiness's ability to bid or propose on contract? YESNO X If Yes, provide details for each such instance.
6. Plave any of the businesses or organizations listed in response to Question 5 filed a bankrupicy perition and/or been the subject of involuntary bankrupicy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankrupicy as a result of bankrupicy proceedings initiated infore than 7 years ago and/or is any such business now the subject of any pending bankrupicy 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 attachilt 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 sharge.
c) is there any administrative charge pending against you? YES NO X _ If
d) In the past 1d years, have you been convicted, after that 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 an 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 of 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.

Duestion 5

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

Liko Program and Construction Management, PE P.C. - Common Ownership and Control LiRo Architents + Planners, P.C. - Common Ownership and Control LiRo Architectis & 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. Lino Program and Construction Management, Inc. - Common Ownership and Control LIRO Constructors, Inc. - Common Ownership and Controls

Question 6

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

Question 10

NYCHA Rooting

'NYCHA Roofing: In December, 2013, Like Program and Construction Wanagement, PER, C. Luke) 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. Like 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 olosed.

SA HVAC

Lino Program & Construction Management, P.C. ("LINO") and S.A. HVAC, Inc. ("S.A.") entered into a Scipulation 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 heading 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 it's fall use to pay steamfitter wages and benefits constituted a willful violation for the purposes of Labor Law Section 220 b (3) (b). Accordingly, 5.A. agreed to pay the city and the employees a total of 5204,604.81, which includes the underpayments, unterest, 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 SiA; as required.

High Tower

On February 7, 2013, Liko Program & Construction Management, P.C. ("Liko") 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. Like provided Construction Management Services for capital projects pertaining to various EMS stations. Like 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 falled 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. Like acknowledges that pursuant to Labor Law Section 223 it is financially responsible. liquever, Lifto'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.

3 Aerial Ways Syosset New York 11791 Telephone 516.938.54% Pacsimile 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

> NCDPW Grand Avenue Re

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, Liko Program and Construction Management, PE P.C. ("Liko") 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. Like 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.

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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 fruly yours,

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:

- I. 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 2005.
- 5. High Tower misclassified it's 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 givil 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 execution 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:

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	Deborah Seldenberg, Director of Legal Affairs
Bureau of Labor Law	Bureau of Labor Law
Dated:	

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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 PUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE PALSE STATEMENT TO CRIMINAL CHARGES.

is Michael Burton. PE seeing 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 6^{+1} day of 1000 2017

Mollory Mae Hollo

MALLORY MAE HOFFMAN Notary Buille: State of New York No. 01 H06220142 dualified in Suffelk Gounty Commission Expires April 12, 2018

Liko Engineers, Inc.

Name of submitting business

Michael Burton, PE

Print name

Signature:

Senior Vice President

Title

8.0

Date

350 S

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 link, 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

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	usiness address 3 Aerial Way	\$,
· ·,	invietate tring Synosset, NV 11791	
	elephone 516-938-5476	
	ther present address(es) N/A	.,
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	ist of other addresses and telephone numbers attacked	
	ositions held in submitting business and starting date of each; (check all applicable). Ireadurer / / Treasurer / / Chairman of Egafd / Shareholder / / Chief Exec. Officer / Secretary / / Chief Financial Officer / Partner / / Cice President / Senior Vice President 10 / 01 / 05 Other)	
3.	Do you have an equity interest in the business submitting the questionnaire? /ES:NO_Xif Yes, provide details.	
À	Are there any outstanding loans, guarantees or any other form of security or lease or any other forms.	
5:	Within the past 3 years, have you been a principal owner another of any business or reprint for profile or any business or reprint for any business of the profile o	2

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 efficience of the year of the year.
 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 debarted by any government agency from entering into contracts with that: agency? YESNO_XIf Yes, provide details for each such instance.
 b. Been declared hydefault 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 auch instance.
 Been defled the award of a contract and/or the apportunity to big on a contract. including, but not limited to failure to meet pre-qualification standards? YES
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? YESNO 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 'Yea', 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) le 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? YESNO.X_ If Yes, provide details for each such charge.
o) 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, affer that or by plea, of any felony, on of any other crime, an element of which relates to truthfulness or the underlying lasts of which related to the conduct of business? YES NO Y If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by ples, of a misdemeaner?

 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 primitinal investigation and/or a civil anti-frust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of all 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 ______ NG X If Yes, provide details for each such investigation.
- 11. In the past 5 years, have you of this business, of any other affiliated business listed in response to Question 5 had any expection 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 falled to file any required tax returns or falled 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 Rooting

NYCHA Roofing: In December, 2013, Like Program and Construction Management, PE P.C. (Like) received a Civil Investigation Demand ("CID") pursuant to the Palse Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. Like 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 Liko. 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") contrast #20030012929, JURO provided Construction Management and Build Services for capital projects pertaining to DDC's Fire Department portfolio. LIRO hired \$.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. felled. 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 steamfilter wages and benefits constituted a willful Molation 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% ovil penalty. To the extent that S.A. does not make full restitution, LURO acknowledges that pursuant to Labor Law Section 223 it is finencially responsible; however, LIRO's financial responsibility is not end 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 Sattlement with the Office of the Comptroller of the City of New York to tesoive prevailing wage Violations against High Tower Construction Group, Inc. in connection with work performed by Hightower on a DDC project in 2003, Liko provided Construction Management Services for capital projects pertaining to various EMS stations. Like hired The Realty Development, Lik. 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 beliefits 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, Like 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 undespayment obligation. Like acknowledges that persuant to Labor Law Section 228 it is financially responsible; however, biRo'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 Like was not responsible for the payment of any penalty. This matter is closed.

3 Aerial Way, Syosset, New York 11791 Telephone 516.938.5476 Pacsimile 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:

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This is in response to your email request for additional information clarifying a prior investigation regarding a NYCHA roofing project and the High Tower Supulation 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 Constriction 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,

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/Shureholder]

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, F.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 Seitlement 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, Syesset, 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 it's 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:

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	Deborah Seidenberg, Director of Legal Affairs
Bureau of Labor Law	Bureau of Labor Law
Dated:	

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questionnaire as additional inducement to enter into a contract with the submitting business

Sworn to before me this 0 day of 14 M 2

Mation With Hell

MALLORY MAE HOFFMAN'
Notgry Public' State of New York
No. 01:90220192
Challfed in Suffolk County
Commission Expires April 12, 201

Liko Engineers, inc.

Name of submitting business

Michael Balley, PE

Print name

Signature

Senior Vice President

Title

entity.

716172

Date

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 GAREFULLY 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

and,	Principal Name Lawrence Roberts	7.4°	<i>;</i>
	Date of birth	S¥≎ 	
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, ,,,,,	Ohyletate John Syosset NY 11791	<u></u>	ها ^ه النت
1	Telephone 518-938-5476	<u></u>	
1	Other present address(es) N/A		- بسکتب
	City/state/zip_N/A		
	Telephone N/A	<u>.</u>	
	List of other addresses and telephone numbers attached		
	Chairman of Board/ Shareholder/_ Chief Exec. Officer/ Secretary/ Chief Financial Officer/ 11 /99 Partner/ Vice President/ (Other)		
	Do you have an equity interest in the business submitting the questionnaire?	N.	
3.	AE& NO X if Les' brovine deraile	7 1 - 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3 -	>
Å.	Are there any dutstanding loans, guarantees or any other form of security or it differ type of contribution made in whole or in part between you and the busin submitting the questionnaire? YESNO_X If Yes, provide details.	e a s verr	:
5.	Within the past 3 years, have you been a principal owner or officer of any bu for profit organization other than the one submitting the questionnaire? MES if Yes, provide details. An officer of LIRo Pregram and Construction Mahage) and LIRo Constructors, Inc.		

6. Has any governmental entity awarded any contracts to a business or organization. Section 5 in the past 3 years while you were a principal owner or officer? YES X	listed in NO
If Yes, provide details. The abulate companies of the seaso year State agentie.	Š.,
NOTE: An affirmative enswer is required below whether the sational account	
Provide a detailed response to all question after the appropriate page and attach it to the questionnaire.	buoteéaby
7. In the past (5) years, have you and/or any affiliated businesses of not-for-profit organizations listed in Section 5 in which you have been a principal owner or offic	en e
a. Bean debarred by any government agency from entering into contracts wil	in that
agency? WO_Xit Yes, provide details foreach such instance.	4 +
b. Been declared in default and/or tempinated for cause on any contract, after contracts cancelled for cause? YES NO X If Yes, provide details	/or nad any ils for each
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c. Been denied the award of a contract and/or the opportunity to bid on a configuration of a contract and/or the opportunity to bid on a configuration of the configuration of	ES
any gentle	act with it
and/or is any action pending that contract? YES NO X If	auch Yes, provide
details to seach such that arise.	, *. · .
8. Have any of the businesses or organizations listed in response to Question 5 file bankruptcy proceeding bankruptcy period and/or been the subject of involuntary bankruptcy proceeding the past 7 years, and/or for any portion of the last 7 year period, been in a state bankruptcy as a result of bankruptcy proceedings initiated more than 7 years are bankruptcy as a result of bankruptcy proceedings bankruptcy proceedings, when such business now the subject of any pending bankruptcy proceedings, when such business now the subject of any pending bankruptcy proceedings.	of jo and/onis enevet
initiated? If 'Yes', provide details to questions checked "YES". If you need more space, photocopy the appropriate satisfy if to the guestionnaire.)	page and
a) le there shy felony charge pending against your the	Yes, provide
b) is there any misdemeanor energy pending equality and the year provide details for each such charge.	X V
c) is there any administrative charge pendiry against your re- yes, provide details for each such bharge.	O <u>X</u> II
d) In the past 10 years, have you been convicted, after trial or by plea, of of any either crime, an element of which relates to truthfulness on the unof which related to the conduct of business? YES INCLY If Ye details for each such conviction.	any felony, of nderlyingifects se, provide
Participation Communication of the Communication of	

- e) In the past 6 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 tor, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 57 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 dvil 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 _____NOX__ if Yes; provide details for each such instance.
- 12. For the past 5 fax years, have you falled to file any required tax returns or falled to pay any applicable federal, state or local taxes or other assessed charges, including out not limited to water and sewer charges? YES _____ NO_X __ (f Yes, provide details for each such year.

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 @

Notary Public

MALLORY MAE HOFFMAN Notary Public, State of New York, No. 011106220142 Qualified in Suffolk County Commission Expires April 12, 2014

Liko Engineers, Inc.

Name of submitting business

Lawrence Roberts

Print name

Signature

Chief Financial Officer

Title:

Date

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 link. 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 COMPUSTE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL AWARD Principal Name _ Alfred Bereche Date of birth Home address! City/state/zip_ Business address 3 Aerial Way -City/state/zip_Synsset, NY_11791 Telephone 516-938-5476 + 1 Other present address(es) N/A City/state/z/p_N/A Telephone N/A List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable) President Chairman of Board Secretary 03 Chief Exec, Officer Chief Financial Officer Vice President 12 /01 (Other) Do you have an equify interest in the business submitting the questionnaire? 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 questionneite? YES ____ NO X ___ If Yes, provide details. Within the past 8 years, have you been a principal owner or officer of any business of not-far-profit organization other than the one submitting the questionnaire? YES X NO ______

The provide details. An officer of LIRD Program and Construction Management, Inc.

and Like 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, suffork County, New York City and New York State agencies. NOTE: An affirmative answer is required below whether the canotion 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 chacked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. 17. In the past (6) years, have you and/or any affiliated businesses or not-for-profit organizations fisted 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? 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 confracts cancelled for caused YES NOX | Yes provide details for each such instance. o. Been denied the award of a contract and/or the appointmity to bid on a contract; including, but not limited to failure to meet pre-qualification standards? VES 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 debat or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X_ If Yes, provide details for each such instance. 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 s 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 guidation have.) a) is there any felony charge pending against you? YES details for each such charge. b) is there any misgemeanor charge pending against your YES Yes, provide details for each such charge. ig its there any administrative charge pending against your Yes, provide details for each such sharge. (d) In the past 10 years, have your 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 details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a miscemeanor?
 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 an investigation where such investigation was related to activities performed at for or an investigation 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.
- in addition to the information provided, in the past 5 years has any business or organization listed in response to Question 6, 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 efficer? 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 fax years, have you failed to file any required tax returns or failed to pay any applicable federal, state of local taxes or other assessed charges, including but not limited to water and segen charges? YES ______ NO X___ If Yes, provide details for each such year.

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.

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 beday of July -2017

Mallong Mar Hollis

MALLORY MAE HOFFMAN Notary Public, State of New York Not-01H06220142 Qualified in Suffolk County Complission Expires April 12, 2014

LiRo Engineers, Inc.

Name of submitting business

Alfred Bereche

Print name

Signature

Secretary/General Counsel

Title

Date

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.

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1	Principal Name Date of birth			
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	Chilistate/zip Syosset, NY 11791			The state of the s
.:	Telephone 516-938-5476			
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	City/state/zip N/A	the state of the s		the state of the s
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	List of other addresses and telephone in	imbers attached	; ,	
2.	Chief Exec. Officer / Senior Vice President / Senior Vice (Other)	areholder // cjetary // Partnet // e president 09 /	01 7 06	
.3.	Do you have an equity interest in the buyesNO_X If Yes, provide deli	ana.		
4.	Are there any outstanding loans, guara other type of contribution made in whol submitting the questionnaire? YES	NO X II Ye	s, provide del	alls.
5.	Within the past 3 years, have you been for profit organization other than the of if Yes, provide details. Officer of LIRO Pr	n a principal own ne submitting the regram and Constri	er of efficer of questionnaire uction Maneger	any business or hot 7 YES X NO nent, PEP.C.

Section if Yes	ny governmental entity awarded any contracts to a business or organization listed in m.5 in the past 3 years while you were a principal owner or officer? YES X NO
operation	n affirmative answer is required below whether the sanction arose automatically, by to law, or as a result of any action taken by a government agency, a detailed response to all questions checked "YES". If you need more space, photocopy apriate page and attach it to the questionnaire.
7. In the	past (5) years, have you and/or any affiliated businesses or not-for-profit uzations 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?
	Agency's NO X If Yes, provide details for each such instance.
b	Been deslared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? ¥ESNO X 1 Yes, provide details for each such instance:
¢,	Egen denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to fallure to meet pre-qualification standards? YES
	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? YESNO_X If Yes, provide details for each such instance.
bant the the thant bant any intia que atta	a any of the businesses or organizations listed in response to Question 5 filed a cupitor petition and/or been the subject of involuntary bankruptcy proceedings during bast 7 years, and/or for any portion of the last 7 year period, been in a state of cruiptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever ited? If 'Yes', provide details for each such instance: (Provide a detailed response to all stions checked "YES". If you need more space, photocopy the appropriate page and only it to the questionnaire.)
	a) lie there any felony charge pending against you? YESNO X If Yes, provide details for each such charge.
, !	 b) Is there any misdemeanor charge pending against you? YES NO X Yes, provide details for each such charge.
ņ i	of there any administrative charge pending against you? YES NO X If Yes, provide details for each such sharge.
;	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 3 years, have you been convicted, after trial or by ples, of a misdemeanor?
 YES ____NO X___ If Yes, provide details for each such conviction.
- f) In the past 8 years, have you been found in violation of any administrative or statutory charges? YES NO X If Yes, provide details for each such opeurrence.
- 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.
- 1.0. 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 division to the subject of a criminal investigation and/or a division of a criminal investigation and/or any other type of investigation by any government agency, and 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 Otlestion 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 railed to file any required tax returns or falled 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 Reoffing: 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 routing project. Like 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") contrast #20030012929: LIRO provided Construction Wanagement and Build Services for capital projects pertaining to DOC's Fire Department portfolio. LIRO hired S.A. through a NYC-sanctioned prequalified bidding process to perform healing ventilation and all 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 fallure to pay steamfitter wages and benefits constituted a willful violation for the purposes of Laborilaw Section 220-b (3) (b). Accordingly, S.A. agreed to pay the City and the employees a total of \$204,504.81, 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; increver, 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 \$.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 al DDO project in 2005. LDRo 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, Line is the only viable party capable of satisfying High flower's financial obligation as required by Labor Law Section 223 and agreed to pay \$45,595,50 to satisfy High Tower's underpayment obligation. Like acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, Like'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 Lino was not responsible for the payment of any punalty. This matter is closed.

3 Aerial Way: Syossel, New York, 1791 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, PEP.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 Constriction 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 he sitate to contact me at (516) 938-5476 ext. 105.

Very truly yours,

Alfred C. Bereghe

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 SEIPULATED 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:

- I. 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 Sertlement 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 it's 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.
- 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:

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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. Kokkorls, Bureau Chief	Deborah Seidenberg, Director of Legal Affairs
Bureau of Labor Law	Bureau of Labor Law
Dated	

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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, 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.

Sworm to before me this biddy of 10/14 2017

Madeory Mae Hollow Notary Public

MALLORY MAE HOFFMAN Notary Public. State of New York No. 01H08220142: Qualified in Suffilk County Commission Expites April 12, 2016

Liko Engineers, Inc.

Name of submitting business

Lawrence H. Blond, PE

Print name

Simature

Senior Vice President

Title

Data

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

م <u>د</u> بید ا	Principal Name Michael Rennard
jeser e	Date of birth
	Home address City/state/zip
27 21	Business address: 3 Aerial Way City/state/zip: Sycsset, NY 11791 Telephone: \$16-938-5475
	Telephone
	Telephone N/A List of other addresses and telephone numbers attached
CA	Positions held in submitting business and starting date of each (check all applicable) President / Treasurer / / Chairman of Eogra / Shareholder / Chief Exec, Officer / Secretary / Chief Financial Officer / Pattner / Pattner / Chief Financial Officer / Pattner / Chief)
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? YESNO_X If Yes, provide details:
5,.	Within the past 3 years, have you been a principal owner or efficer of any business or n lot-plott organization other than the one submitting the questionhaire? YES X NO. If Yes, provide details. Officer of Liko Architects + Planners, P.C.

tion of the second of the seco	
5. 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.	i
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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 guestions checked "YES". If you need more space, photocopy	
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a. Been departed by any government agency from entering into contracts with that	
ragency? YESNO_X If Yes, provide details for each such instance.	٠
b. Been declared in default and/or terminated for cause on any contract, and/or had any contract, and/or had any contracts cancelled for cause? YESNO.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.	
 Been denied the award of a contract and/or the opposituity to the including; but not limited to, failure to meet pre-qualification standards? YES	
d. Been suspended by any government agency from antering into any contract with it.	
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business's ability to bid or propose on contact?? 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	
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bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business how the subject of any pending bankruptcy proceedings, whenever	
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questions checked "YES". If you need more space, photocopy the appropriate page and	
attach it to the questionnaire.)	
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a): Is there any felony charge pending against you? YES No X 11. Yes, provide	
details to each such such services	
b) is there any misdemeanor charge pending against you? YES NO X	
Yes, provide details for each such that go.	
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	
d) In the past 10 years, have you been connected, after that of your and the underlying facts of any other crime, an element of which relates to truthfulness of the underlying facts.	
of which related to the conduct of business? YES. NO X If Yes, provide	
details for each such conviction.	
tion of mate	

- a) In the past 5 years, have your 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 tor, 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 of 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 falled to file any required tax returns or failed to pay any applicable federal, state or local taxes of other assessed charges, including but not limited to water and sewer charges? YES_____NO_X____If Yes, provide details for each such year.

A MATERIALLY FAUSE 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 ORIMINAL CHARGES.

| 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

MALLORY MAE HOFFMAN Noticy Public, State of New York No. 0.1/106220142 Qualified in Suffolk County Commission Explies April 12, 2018

LIRo Engineers, Inc.

Name of submitting business

Michael Rennard, PE

Print name

Signature

Vice President

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 Gerbasi				·
Date of birth	•		15 to	
Home address			and the state of 	2.2
Ölfy/etate/zi[∕				
Business address 3 Aerial Way				<u> </u>
City/state/zip Syosset; NY 1179			- 1985 A	**************************************
Telephone 316 938-5476		<u> </u>		10,99
Other present address(es) <u>WA</u>	<u>. 31</u>	<u> </u>	50 July 1	
City/state/zip_ <u>W/A</u>		ng and a state of the state of		
Telephone <u>N/A</u> List of other addresses and tele	akase bijinbe	rs attached		
Chairman of Board//. Chief Exec. Officer// Chief Financial Officer// Vice President/ 24 _/200	Secretar	y <u> </u>		
(Other) 3. Do you have an equity interest 次E8NO_XUf Yes, pro	inno herend-			
4. Are there any outstanding loan other type of contribution made subspitting the questionnaire?	AES WILLIAM	X If Yes, p	rovide detalls.	
 Within the past 3 years, have to tor-profit organization other the if Yes, provide details. 	you been a pr an the one sul	incipal owner of omitting the que	officer of any stionnaire? Y	ES NO X_:

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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 questionnality.
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?* NC 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 defied 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
d: Been suspended by any government agency from entering into any contract with its enterior 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 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 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) le 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? YESNO XNO. Yes, provide details for each such charge.
c) is there any administrative charge pending against you? YES,NO X li
d) In the past 10 years, have you been convicted, after trial or by plea, of any teleny, or of any other crime, an element of which relates to truthfulness on the underlying fact of which related to the conduct of business? YESNO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by pleat 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 securrence.
- g. 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 dvil 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 57 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 impresponse 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 _____NOX___ If Yes, provide details for each such instance.
- 12. For the past 5 fax 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 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.

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.

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.

Sworm to before me this of day of July 2017

Mallory Mar Hoff

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

Like Engineers, Inc.

Name of submitting business

Peter Gerbasi, PE

-XI

Vice President

Title

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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 WILLINGT BE CONSIDERED FOR AWARD

) 	Principal Name Robert Kreuzer	5.
	Date of birth.	
	Höme address	
	Gity/state/zip	
	Business address 3 Aerial Way	۴
	City/state/zip-5yesset, NY 11791	
	Telephone 546-988-5476	
•	Other present address(es) WA	
	Oily/state/zip: N/A	
	Telephone N/A	
	List of other addresses and telephone numbers attached	
2.	Bositions held-insulmitting business and starting date of each (check all applicable) President / Treasurer // Charman of Board / Sharehelder / Chief Exec. Officer / Secretary // Chief Financial Officer / Partner / Vice President 09 101/2007 (Other)	
8.	Do you have an equity interest in the business submitting the questionnaire? **RESND_XIF Yes, provide details.	
A.	Are there any outstanding loans, guarantees or any other form of security of lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YESNO X If Yes, provide details.	
51	William the past 3 years, have you been a principal owner or officer of any business or the for-profit organization other than the one submitting the questionnaile? 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
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.
ት. In the pash(5) years have you and/or any affiliated businesses or not-for-profit organizations listed in Section ይፈი which you have been a principal swher or officer:
Been debarred by any government agency from entering into contracts with that agency? A STATE OF THE ACTION OF TH
b. Been deblated 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/on the opportunity to bid on a contract, including, but not limited to relative to meet pre-qualification standards? WES
d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debat or otherwise affect such business's ability to bid or propose on contract? YESNO_X If Yes, provide details for each such instance.
8. Mave any of the businesses of organizations listed in response to Question 5 filed a bankruptov petition and/or been the subject of involuntary bankruptov proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptov as a result of bankruptov proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptov 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.)
ay ils there any felony charge pending against you? YES NO X If Yes, provide details for each such charge.
b) Is there any misdemeanor charge panding against you? YES NO X If Yes, provide details for each such charge.
 d) Its there any administrative charge pending against you? YES NO X NO X
d) In the past 10 years, have you been convicted, after that or by plea, of any felony, of of any other cripte, an element of which relates to truthfulness of 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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In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NOX If Yes, provide details for each such conviction. 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 acourrence. 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 if Yes, provide details for each such response to Question 57 YES NO X 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 agencles while you were a principal owner or afficer? YES ____ NO K __ 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 détails for each such instance. 12. For the past 6 tax years, have you failed to file any required tex 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

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
atjachments; 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 peliet 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.

Swarn to before me this 6 day of July 2017

Notary Public) has Holling

entity.

MALLORY MAE HOFFMAN Notary Public, State of New York No. 04 HO6220 (32 Qualified in Suffolk County Commission Expires April 12, 2019

LiRo Engineers, inc.

Name of submitting business

Robert Kreuzer

Print name

Signature

Vice President

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 PROFOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

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	City/state/zip_N/A			<u> </u>	
	Telephone N/A.			-	200
	List of other addresses and telephone nu Positions held in submitting business and			* " " " " " " " " " " " " " " " " " " "	
; ;	Chairman of Board / Sha Chief Exec. Officer / Sec Chief Financial Officer / / Vice President 8 / 6 / 16 (Office)	retary			<u>.</u>
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5.	Within the past 3 years, have you been for profit organization other than the one	a ridnoloal	ດພາຕອາ ຕະວາ	ficer of any	husiness of no

NO ope	Has any governmental entity awarded any contracts to a business of organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO
7	in the past (5) years, have you and/or any attiliated businesses or not for profit organizations listed in Section 5 in which you have been a principal owner or officer:
	a. Been debarted by any government agency from entering into contracts with that agency? *** ********************************
	 Been denied the award of a contract end/or the opportunity to bid on a contract. Including, but not limited to failure to meet pre-gualification standards? YES
	d. Been suspended by any government agency from entering into any contract with it; and/or is:any action pending that could formally depar or otherwise affect such business's ability to bid or propose on contract? YESNO 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 begin 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? YESNO_X If Yes, provide details for each such charge.
	b) Is there any misdemeaner charge pending against you? YESNQ X形
	c): Is there any administrative charge pending against you? YESNO &N
	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 defails for each such conviction.
- i) In the past 5 years, have you been found in violation of any administrative of 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 presecuting 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 rederal, 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 of 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 WILL CONNECTION WITH THIS QUESTIONNA SUBMITTING BUSINESS ENTITY NOT R BID OR FUTURE BIDS, AND, IN ADDITION FALSE STATEMENT TO CRIMINAL CHA	NREIMAY RESU ESPONSIBLE V N. MAY SUBJE	LT IN RENDERING THE	HE IE PRESENT
Michael Smith being the Items contained in the foregoing pages attachments; that I supplied full and complex knowledge, information and belief; that I woll cumstances occurring after the submissing contract; and that all information supplinformation and belief. Funderstand that the questionnaire as additional inducement to	duly sworn, state of this question ete answers to e ill notify the Cour ion of this questi led by me is true e County will rely	ach item therein to the nty in writing of any ehe onnaire and before the to the best of my know y on the information su	pages of best of my inge in execution of palled in this
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Liko Engineers, Inc.			
Name of submitting business			·
Michael Smith			
Printgame			
Signature	, ,		
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Title 77 / 4 Date

Management Hamily

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

> LIBO 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.

DOUBLAS E LENTEVECH DEPUTY COMMISSIONER FOR THE PROFESSIONS

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CERTIFICATE NUMBER

JOHN B KING IR
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

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 link. If you need more space to enswer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1.	Principal Name Rocco L. Trotta
	Date of birth
	Home address
	City/state/zip
	Business address 3 Aerial Way
	City/state/zip Syosset, NY 11791
	Telephone 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 / / / (Officer)
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 no for-profit organization other than the one submitting the questionnaire? YES X NO

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in in 5 in the past 3 years while you were a principal owner or officer? YES X NO provide details. See attached
Pro	eration ovide a	r affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy pliate page and attach it to the questionnaire.
7.	In the organi	past (5) years, have you and/or any affiliated businesses or not-for-profit zations 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? YESNO_XIf Yes, provide details for each such instance.
	.d	Been declared invertex terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO \underline{X} _ if Yes, provide details for each such instance.
	G.	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? YESNO_XIf Yes, provide details for each such instance.
	jd.	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? YESNO_X If Yes, provide details for each such instance.
	the parking bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptroy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ich business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES", if you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $^{\times}$ 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).	le there any administrative charge pending against you? YESNO 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 falled to file any required tax returns of falled 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. Tretta, PE in his capacity as Owner of the Submitting Vendor has a 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 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, R.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, Like Program and Construction Management, PE P.C. (Like) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Afformey's Office seeking information regarding a NYCHA roofing project. Like served as the construction manager for this project, which was completed in 2011. In April, 2014, Like was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of Like. This matter is now closed.

High Tower

On February 7, 2013, LIRo Program & Construction Management, P.C. ("TiRo") 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 DIDC 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.

3 Aerial Way: Syosset New York 11771 Telephone 516.938.5476 Parsimile 516.938.5491

A PARTY

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 Fligh Tower Stipulation of Settlement.

In December 2013, LiRo Program and Construction Management, PB 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 Constriction Group, Inc., which is attached as Exhibit A. Please note paragraph #6 which indicates that funds were withheld from LiRe 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 (\$16) 938-5476 ext. 105.

Very truly yours,

Alfred C. Beregh

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:

- I. 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 it's 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:

John Lekstutis, President

High Tower:

Hy: Michael Lynch, President (on behalf of

High Tower and himself)

Office of the New York City Comptroller:

By: Constantine P. Kokkoris, Bureau Chief	Deborah Seidenberg, Director of Legal Affairs
Bureau of Labor Law	Bureau of Labor Law
Dated:	

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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.

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.

Swom to before me this 20 day of June 2011

Notary Public Mac H

LIRO Engineers LAC.
Name of submitting business

Rocco Trotta, PE

Print name

Signature

Chairman

Title

6126117

Date

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

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking this 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).

Da	te: 6/26/17
	Preposer's Legal Name: LiRo Engineers, Inc.
2)	Address of Place of Business: 3 Aerial Way, Syosset, NY 11791
Lis	t all other business addresses used within last five years:
3)	Mailing Address (if different): N/A
Ph	one : <u>516-938-5476</u>
Do	es the business own or rent its facilities? <u>Rent</u>
	Our and Bradstreet number: 007167914 Federal I.D. Number: 13-1974950
6)	The proposer is a (check one): Sole Proprietorship Partnership X
	Does this business share office space, staff, or equipment expenses with any other business? Yes X No If Yes, please provide details: Like Engineers, Inc. shares office space, staff, and equipment expenses with its affiliates; Like Architects + Planners, PC and Like 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 X No If Yes, provide details. See attached
10)	Has the proposer ever had a bond or surety cancelled or forfelted, or a contract with Nassau County or any other government entity terminated? Yes No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract)
11)	Has the proposer, during the past seven years, been declared bankrupt? YesNo_X
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 presecuting 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 presecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes No _x If Yes, provide details for each such investigation.
13)	In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes X No if Yes, provide details for each such investigation.
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 X If Yes, provide details for each such charge. To the best of our knowledge
	b) Any misdemeanor charge pending? Yes No X 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 X

	If Yes, provide details for each such conviction To the best of our knowledge
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	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
usiness espect to	of (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with a property processional license held? Yes No X _ If Yes, provide details for
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de	mor	e a resume or detailed description of the Proposer's professional qualifications, estrating extensive experience in your profession. Any prior similar experiences, and sults of these experiences, must be identified. See attached
Sh	oulc	the proposer be other than an individual, the Proposal MUST include:
	0	Date of formation,
:•	(I)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
Î	lii)	Name, address and position of all officers and directors of the company;
i	lv)	State of incorporation (if applicable);
,	v)	The number of employees in the firm:
3	vi)	Annual revenue of firm:
9	vi <u>ī</u>)	Summary of relevant accomplishments
ė.	vili):	Copies of all state and local licenses and permits.
B. Inc	dica	te number of years in business. See attached
		e any other information which would be appropriate and helpful in determining the ser's capacity and reliability to perform these services. See attached
hạ	is pr	e names and addresses for no fewer than three references for whom the Proposer ovided similar services or who are qualified to evaluate the Proposer's capability to m this work.
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E-Mail Address gilbert.anderson@suffolkcountyny.gov

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Contact Person Paul BIMaria	<u> </u>	Aug Committee		
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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.

Luis M. Tormenta, PE _, being duly swom, 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.

Swom to before me this	Duth day of June	2017	
Notary Public		·	•
Name of submitting busin	F 10 FB 1	1C _v	
Signature Chief Executive Officer		No.	·
Title			

MALLORY MAE HOFFMAN Notary Public, State of New York No. 01H06220142 Qualified in Suffolk County Commission Expires April 12, 2013

Date

BUSINESS HISTORY FORM ATTACHMENTS

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

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

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

NYCHA Roofing

NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

High Tower

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



3 Aerial Way: Syosset New York 1 1791 Telephone: 516.938.5476 Pacsimile 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 Constriction 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.

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 Compitoller of the City of New York ("Comptroller"), that:

- I. 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 it's 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:

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	Deborah Seldenberg, Director of Legal Affairs
Bureau of Labor Law	Bureau of Labor Law
Dated:	

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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, multidisciplined 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 tristate area.

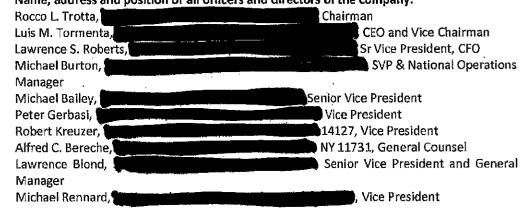
LiRo is unique in that we offer a broad range of services — construction management, architecture, civil, structural, mechanical, electrical, traffic, and environmental engineering — coupled with tight project controls and practical construction knowledge. Currently the firm is ranked among the nation's top 20 construction management firms (Engineering News Record).

i. Date of formation: 1925

Rocco L. Trotta,

ii. Name, addresses, and position of all persons having 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:





Chairman and Sole Owner

Michael Smith, 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 YorleCity Mayor's Office of Environmental Remediation

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- New York State Department of Transportation* \(\bar{\pi}\)
- New Jersey urnpike Authority
- New York Půblic Library
- Empire State Development Corporation
- 🕨 New York State Homes and Community Renewal 🖗



- New York State Thruway Authority
- MTA New York City Transit
- New York City Housing Authority
- Rochester Housing Authority
- B. Indicate the number of years in business: 92
- C. Provide any other information indicating the Proposer's capacity and reliability to perform similar services.

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



THE UNIVERSITY OF THE STATE OF NEW YORK EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS GENTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

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

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2015 TO 12/31/2017.

DOUGLAS E LENTIVECH DEPUTY COMMISSIONER FOR THE PROFESSIONS

CERTIFICATE NUMBER

JOHN S KING R
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: Liko 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 CorpPartnershipJoint Venture
Ltd. Liability Co X Closely Held Corp. Other (specify
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Rocco L. Trotta, PE,
Lawrence S. Roberts. Michael Burton, PE, Michael Balley, PE,
Peter Gerbasi, PE, Robert Kreuzer, PE, Alfred C. Bereche,
Lawrence Blond, PE.
Michael Rennard, PE. Michael Smith, 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 Public hold Corporation, Include a copy of the 10K in lieu of completing this section.
Rocco L. Trotta, PE
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	Page 2 of 4	
	6. List all affiliated and related companies and their relationship to the firm entered on line I. 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.	
	Liko Program and Construction Management, PE P.C Common Ownership and Control	
i.	LiRo Architects + Planners, P.C Common Ownership and Control	•
	Liko 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	
	Like Program and Construction Management, Inc. — Common Ownership and Control Like 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 the new whited to the Open Space and Parks Advisory Committee and Planning Commission. Suchanatters 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 afficer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.	
	(a) Name, title, business address and telephone number of lobbyist(s):	
	NO/NONE:	
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Page 3 of 4

description of lobby	obbying activity of each lobbyist. See below for a complete ing activities.
NO/NONE	
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NO/NONE	
3. VERIFICATION: 'contractor or Vendor	This section must be signed by a principal of the consultant, authorized as a signatory of the firm for the purpose of executing Contracts,
The undersigned affir tatements and they a	ms and so swears that he/she has read and understood the foregoing re, to his/her knowledge, true and accurate.
Dated: 6/24/1	7 Signed:
	Print Name: Luis M. Tormenta, RE
	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 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 agenca 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 of 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 fule 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 RAILEY
Title: <u>Se Vice Sess.</u>
Date: 6/22/17
NASSAU COUNTY
By:
Name:
Title: County Executive
Deputy County Executive
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PLEASE EXECUTE IN BLUE INK

STATE O	F NEW YORK)				
COUNTY)ss.: (OF NASSAU)				
the $5y$. described	day of June day of June day of June day ft to day that he or she re vice President herein and which executed by authority of	of <u>Like Enc</u> cuted the above	inty of <u>30770 (</u> instrument; and the	the corpora tat he or she signed hi	le is
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		Notary P N Qualit	ORY MAE HOFFMAN rublic, State of New Yo o. 01HO6220142 fied in Suffolk County ion Expires April 12, 2	ork	
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COUNTY)ss.: OF NASSAU)				
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depose and County Ex which exe	to d say that he or she re- eccutive of the County ecuted the above instr o Section 205 of the C	sides in the Cou of Nassau, the rument; and that	nty of	tion described herein his or her name the	ne is and
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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:

DISAPPROVED:

Richard R. Walker

· I

Richard R. Walker

Date

Chief Deputy County Executive

Chief Deputy County Executive





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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 center rights to the

certificate holder in lieu of such endo		-12410		CONTA NAME:	ct Michelle	Fabian				
Alliant Insurance Services, Inc.				PHONE	516.41	14_8650	FA	X /C. No.: 877-3	209 1070	
333 Earle Ovington Blvd Suite 700			PHONE (AC, No, Ext): 516-414-8659 FAX (AIC, No): 877-308-1 E-MAIL ADDRESS: michelia.fabian@alliant.com				1010			
Iniondale NY 11553				LADDRE			RDING COVERAGE		3v = 14 4	
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Syosset NY 11791				INSURE		OLINEW OF STREET, STRE				
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	-						PERSONAL & ADV INJ	URY \$2,00	0,000	
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If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLIC		Walter	
A Pollution/Professional Liability	Y	Y	EOC 9263127-09		11/1/2016	11/1/2017	Occ./Agg.	\$5,000		
B Valuable Papers	Y	Ý	IMAEUVE16		11/1/2016	11/1/2017	Limit;	\$5,000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEH Agreement H670008DL - "On C								truction		
							-			
County Department of Public General Liability, Automobi of subrogation is included	le I	ilab	ility, and Umbrell	a Lia	ability a	s require	d by written	ured as 1 contract	respects . Waiver	
	dinne vice	Austranies	2272HIEDHINGHUM							
CERTIFICATE HOLDER				CAN	CELLATION	30 Days N	otice of Cancellat	tion		
Nassau County Department 1194 Prospect Avenue - Sei Westbury NY 11590			lorks	THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIE EREOF, NOTICE I CY PROVISIONS.			
1				AUTHO	PRIZED REPRES	ENTATIVE		A CONTRACTOR OF THE PARTY OF TH	304 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	



Additional Insured – Automatic – Owners, Lessees Or Contractors

Palicy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'i. 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 "properly 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 of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Luis M. Tormenta, PE; Chief Executive Officer	6/26/17/17
Name and Title of Authorized Representative	m/d/yy
	6/26/2012
Signature	Date
LiRo Engineers, Inc.	
Name of Organization	
3 Aerial Way, Syosset, NY 11791	
Address of Organization	reason and a second a second and a second an
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Contract IDMH670008DL



CLPW 16000028

CF (Capital)

Contract Details

SERVICE Construction Management

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Addl. Funds 🔲		4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No 🗌
Blankst Resolution		5) Insurance Required	Yes X	No 🔲
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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.

Princed by the Rules Committee

Priseed by the Rules Committee
Present County Legislature
by Prize Vers on LO-S-LoLegislature
Legislature presents

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 Maragas Compiroller





COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS Attach thinsform along with all personal, professional or human services contracts, cantract renewals, extansions and anguadatens.

CONTRACTOR NAME: LiRo engineers, Inc.

CONTRACTOR ADDRESS: Three Acrist Way, Syosset, NY 11791

FEDERAL TAX ID #: 13-1974950

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III. 7 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 RPP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was langed 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. Highteen (18) of notential proposers requested copies of the RFP. Proposals were due on August 25, 2013. Bightesn (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maites, P. E., Deputy Commissioner, Brian J. Schneider. Assistant to Deputy Commissioner and Richard Indovers. Ir. 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., RPP, threeproposals evaluated, cir.] 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. D 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 memorandian 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 propositis 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 divisted 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 New York State Office of General Services contract recruired through a , and the attached memorandum explains how the purchase is no. within the scope of the terms of that contract.

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

VI. I 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 popy 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. CI 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 avaluation 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 him 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 conchers.

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

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: \square 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 Compholion's Memorandum dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for lederal tax purposes.

Department Head Signature

Q / /

Data

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

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM.

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Describe lobbying activity conducted lent(s) for each activity listed. See page 4 1	or to be conducted, in 1 or a complete descript	Vassau County, and id ion of lobbying activ	entily itles.
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- 6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been suthorized to lobby, separately attach such a written authorization from the client.
- 7. Has the lobby is violobying 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, 2018, the period beginning 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 in 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?

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I understand that copies of this form will be sent to the Namen 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, the 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 remineration:

Dated X 11 16

Signed:

Prin Name:

Luis M. Tormenta, PE

Title:

Chief Executive Officer:

The term lobbying shall mean any attempt to influence; any determination made by the Nassau County Logislature, 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 fegislation 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 montes; 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 recuests for proposals, bidding, procurement or contracting for sorvices for the County; any determination made by an elected county official or an efficer 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 lave the decision to hold, timing or outcome of my rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring of scope of any legislature oversight hearing; the Issuance, repeal, medification or substance of a County Executive Order; or my 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 elients 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, altioneys 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 of printed in link. 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

	Principal Name Records Tratta
	Date of birth
	Home address
	City/state/zip
	Business address 3 Acriel Way
	Chyletatelpin Syosset, NY 11791
	Telephone S15 938-5476
	Other present address(es) N/A City/state/zip N/A
	Telephone W/A
	List of other addresses and telephone numbers effeched
9.	Positions held in submitting business and starting date of each (check all applicable) President / Treasurer /
3,	Do you have an agulty interest in the business exprinting the questionnaire?YES X NO If Yes provide details 100% Ownership
¥,	Are there any outstanding loans, guarantees of 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 pusiness or not for profit organization other than the one submitting the questionnaire? YES X. NO

6 ,	Section	∖5'In thé pa	ental enthy swarded any contracts to a business or organization listed in est 3 years while you were a principal by ner or officer? YES X NO
Opt Dr	ration:	of law, or a: detailed res	answer is required below whether the sanction arose automatically, by a result of any action taken by a government agency. ponse to all questions checked "YES", if you need more space, photocopy and attach it to the questionnaire.
7.	in the ; organiz	past (5) yes zationa liste	its, have you and/or any affillated businesses or not-for-profit d in Section 6 in which you have been a principal owner or officer:
	e,	Been debi	ned by any government agency from entering into contracts with thet NO X If Yes, provide details for each such instance.
	Ϊħ,	Been depl contracts such Insta	ared in definition of terminated for cause on any contract, and/or had any cancelled for cause? YESNO X If Yes, provide details for each noc.
	15	โดยรักเปลื่อเก	ed the award of a contract and/or the opportunity to hid on a contract, but not limited to, failure to meet pre-qualification standards? YES
	, d .	and/or is a	pended by any government agency from entering into any contract with its any action pending that could formally debar or otherwise affect such a shilly to bid or propose on contract? YES NO X If Yes, provide each such instance.
8.	banko the pa banko any sa Initiate nuesti	uptcy petitic st 7 years, uptcy at a i sh busines sd? if 'Yes' ons checks	pusinesses or organizations listed in response to Question 5 filed at on and/or been the subject of involuntary bankruptcy proceedings during and/or for any portion of the last 7 year period, been in a state of eault of bankruptcy proceedings initiated more than 7 years ago and/or is now the subject of any pending bankruptcy proceedings, whenever provide defails for each such instance. (Provide a detailed response to all or YES, if you need more space, photocopy the appropriate page and lestionnaire.)
	a)	ls there a details fo	ny felony charge pending against you? YES NO X If Yes; provide reach such charge.
	b)	is there a	ny misdemeanor charge pending against you? YES NO X If de détails for each such charge.
	(6)	ls there s	ny administrative charge pending against you? YESNO.XII
	d)	of enviol	st 10 years, have you been convicted, after trial or by ples, of any felony, or her crime, an element of which relates to truthfulness or the underlying facts related to the conduct of business? YESNO X If Yes, provide
		detalls to	reach such conviction:

- in the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
 YES NO 16 Yes, provide details for each such conviction.
- i) In the past 8 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 queetions, in the past 5 years, have you been the subject of a chiminal 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 fisted in response to Question 57 YES ___NO X __ if Yes, provide Betalls 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 Guestion 5, been the subject of a criminal investigation and/or a crivil apit-frust investigation and/or any other type of investigation by any government agency. Individing but not limited to rederal, state, and local regularity agencies while you were a principal owner or officer? YES X NO _____ If Yes, provide details for each such investigation. See attacked.
- 11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Guestion 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 falled to file any required tax returns or falled 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.

| Recourage of this questionnaire and the following pages of the 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 thange in 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 inducament to enter into a contract with the submitting business

Swam to before me this W day of August 2016

Notary Public

Schia Robayo

Notary fublic stats of New York

No. Otroc 1991]

Qualified in Church County

My Commission explosi florember 22, 2016.

Name of submitting business

Rocco Trotta, PE

Print name

Signature

Chairman

Title

Question 4

Rocco L. Trotta, PE in his capacity as Owner of the Submitting Vendor has a 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 the line of granteed personally by Mr. Trotta.

Question 5

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

LIRO Program and Construction Management, PE F.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 LiRo Constructors, Inc. - Common Ownership and Control

Question 6

All affiliate companies have humerous contracts with various Nassau County, Suffolk County, Naw York City and New York State agencies:

Question 10

MYCHA Roofing

NYCHA Roofing: In December, 2013, Like Program and Construction Management, PE F.C. (URo) 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. Like served as the construction manager for this project, which was completed in 2011. In April, 2014, Like was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of Like. This matter is now closed.

SA HVAC

ElRo Program & Construction Management, P.C. ("LIRO") and S.A. HVAC, Inc. ("S.A.") entered into a Stipplation of Settlement with the Office of the Comptroller of the Chy 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 #20030012925. 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 beating centilation 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 Wilful 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, URO acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, Lino'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, Like Program & Construction Management, P.C. I"Like") 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 in the Inconnection with work performed by Hightower on a DDC project in 2005, Like provided Construction Management Services for capital projects pertaining to Various EMS stations. Like hired THC Reality 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 falled to pay the prevailing rate of wages and benefits to several workers on this sub-contract. Efforts to locate THC Reality were unsuccessful and High Tower is no longer conducting any business activity. Accordingly, Like 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. Like acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, Like'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 Like 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 the trouble make as many photecopies 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

	Principal Name, Luis M, Tormenta
٠, د	Deterof birth
	Home address
	City/stats/zip
	Eliginess andress 3 Aerial Way
	Childratatatin Sypsset; NY 11791
	Telephone \$16.938.5476
	Other present address(es) N/A
	Clty/ets/te/zip_W/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 1/ Chief Operating Officer 05 / 15 /2000
	(Other)
4	AES NO X IL ASS' blooking details
ι. 4 π	Are there any outstanding loans, guarantees or any other form of security of leass of 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 strached.
Š .,	Within the past 3 years, have you been a principal owner of officer of any business or not for profit organization other than the one submitting the questionnaire? YES X NO If Yes, provide itetalis, see attached

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in n 6 in the past 3 years while you were a principal owner or officer? YES X NO provide details. See attached.
op Pro	eration ovide a	altimetive answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES", if you need more space, photocopy or late page and attach it to the question raire.
7.	in the organi	past (5) years, have you and/or arry affiliated businesses or not-for-profit zations 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? ************************************
	b. ;	Been declared in default end/or terminated for cause on any contract, and/or had any contract, a
		Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to failure to mest pre-qualification standards? YES
	, d,	Been suspended by any government agency from entering into any contract with it; and/or is any soliton 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.
	barkn the pa benkn any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptroprise political and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroprise and/or is aptroprise to bankruptcy proceedings initiated more than 7 years ago and/or is soft business now the subject of any pending bankruptcy proceedings, whenever id? If Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnairs.)
	a)	ls there any felony charge pending against you? YESNO X If Yes, provide details for each such charge.
	-5)	le there any misdemeanor charge pending against you? YES NO X If Yes, provide details for each such offenge.
	e)	le there any administrative charge panding against you? YESNO X If Yes, provide details for each such charge.
	ţ)	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
		detalls for each such sonviction.

- e) In the past 5 years, have you been convicted, after the or by ples, of a histogramman of X If Yes, provide details for each such conviction.
- 9. In addition to the information provided in response to the previous questions, in the past 6 years, have you been the subject of a criminal investigation and/or a civil and-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 57 YES NO X If Yes, provide details for each such investigation.
- TO 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 skill 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 leated in response to Question 5 had any sencition imposed as a result of judicial or administrative proceedings with respect to any professional ligense held? YES _____ NO X ___ If Yes, provide details for each such instance.
- 12. For the past 5 tax years, have you falled to file any required tax returns or falled 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 GONNECTION 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 ORIMINAL CHARGES.

Luis M. Tormenta; PE being duly swom, state that I have read and understand all the Items contained in the foregoing pages of this questionnaire and the following pages of stackingents; 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 mertile Whitey of August 2014

Notery Public

SOMIA ROBAYÓ

NOTARY PUBLIC STATE OF HEW YORK

NO. 0 1 ROAL 1901 I

Qualified in Queers County

My Commission Explose november 22, 2015

LIRo Engineers, Inc.

Name of submitting business

Luis M. Tormenta, PE

Print name

.Signatura

Chief Executive Officer

Title.

Date

Question 5

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

LIRA Program and Construction Management, PER.C. - Common Ownership and Control LIRo Architects + Planners, R.C. - Common Ownership and Control LIRO Architects & Engineers West, P.C. - Common Ownership and Control Lino Architects & Engineers, P.C. (CT) - Common Ownership and Control LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control Lifto Program and Construction Management, Inc. - Common Ownership and Control Liko Constructors, Inc. - Common Ownership and Control

Question 5

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, Liko Program and Construction Menagement, PF R.C. (Liko) 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. Like 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 Liko. This matter is now glosed.

5A HVAC

Like Program & Construction Management, P.C. ("Like") 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 preveiling were violations pending against 5.A. as a result of work that 5.A. performed on New York City Department of Design & Construction ("DDC") contract #20030012929. LIRO provided Construction Management and Build Services for capital projects persaning to PDC'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. falled 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% clyl penalty. To the extent that S.A. does not make full restitution, LRO 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) (6) Full restitution has been made by S.A. as required.

High Tower

On February 7, 2013, Like Program & Construction Management, P.C. ("Liku") entered into a Stipulation of Settlament with the Office of the Comptroller of the City of New York to resolve prevailing waga violations against High Tower Construction Group, Inc. in connection with work performed by Hightower on a DDC project in 2005. Like provided Construction Management Services for capital projects pertaining to verious EMS stations. Like hired THC Realty Development, Lip, who then subcontracted to High Tower to perform prickwork 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 subcontract. Efforts to locate THC Realty were unsuccessful and High Tower's no longer conducting any business activity. Accordingly, Like 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. Like acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, Like'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 Like was not responsible for the payment of any panalty. This matter is closed.

All questions on these questionnaires must be growered 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.

	Principal Name: Lawrence H. Biorid
	Date of birth
	Home address
	City/state/zip
	Business address 3 Aerial Way
	CRystate/Zp Sycseet, NY 11791
	Telsphone 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
Ź.	Positions held in submitting business and starting date of each (check all applicable) President / Treasurer / Shareholder / Shareholder / Shareholder / Secretary / Chief Exec. Officer / Secretary / Chief Financial Officer / Partner / Vice President / Santor Vice President / Officer / Chief President / Santor Vice President / Officer / Chief President / Officer / Santor Vice President / Officer / Offic
ā.	Do you have an equity interest in the business submitting the questionnaire? YESNO_X if Yes, provide details.
₩,	Are there any outstanding leans, guarantees or any other form of security or lease of 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.
	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 questionness? YES X NO; If Yes, provide details. Officer of Like Program and Construction Management, FE.P.C.

6. Has any governmental entity awarded any contracts to a trustness 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, 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. Frovide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and affect 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. Bear debarred by any government agency from entering into contracts with that agency? ************************************
 Been declared in default stiffed or terminated for cause on any contract, and/or had any contracts cancelled for cause? YESNO 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 ilmited to, failure to meet pre-qualification standards? YES
Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally depar or otherwise affect such business's ability to bid of 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 filled 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, wherever initiated? If 'Year, 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 if to the questionneits.)
a) is there any felony charge pending against you? YES NO X If Yes, provide details for each such charge.
b) Is there any miscemeanor charge pending against you? YES NO X If Yes, provide details for each such tharge.
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 that or by plea, of any felony, or of any other orinin, 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, eiter trial or by plea, of a misdemeanor?

 YES NO X If Yes provide details for each such conviction.
- f) In the past E years, have you been found in violation of any administrative or statutory charges? YES NOX If Yes, provide details for each auch 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 enti-trust investigation by any federal, state or local prosecuting or investigative eigency 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 57. 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 of 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 other? 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 difficient business listed in response to Question 6 had any sandtion imposed as a result of judicial or administrative proceedings with respect to any professional livense 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.

Sworn to before me this II day of hours 2016

Notary Public

entity.

NOTARY PUBLIC STATE OF NEW YORK
NO. DIROCT 1 7011
CURING IN GURGITS COUNTY
My Cemaission expires November 22, 2015

Liko Engineers, Inc.
Nama of submitting business
Lawrenge H. Blond, PE
Print name
Signature
Sentor Vice President
Title

Question 10

NYCHA Roofing

NYCHA Roufing: In December, 2013, LIRO Program and Construction Management, PEP.C. (LIRo) received a Civil Investigation Demand I CIO!) 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 LIS Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is how closed.

SA HVAC

Like Program & Construction Management, P.C. ("LIRO") and S.A. HYAC, Inc. ("S.A.") entered into a Stipulation of Settlament with the Office of the Comptroller of the City of New York on October 26, 2011. The settlement resolved prevailing wags violation's pending against S.A. as a result of work that S.A. performed on New York City Department of Design & Construction ("DOC") contract #2003(012929, LIRO provided Construction Management and Build Services for capital projects pertaining to DOC's Fire Department portfolio. URO filled S.A. through a NYC-sanctioned prequalified bidding process to perform heating years light and air conditioning work for the period from January 2008 to January 2009. S.A. falled to pay the preveiling rate of wages and benefits to four workers on this sub-contract. S.A. accepts the Comptroller's determination that its failure to pay steamfifter 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 Managamant, P.C. ("URo") entered into a Stipulation of Settlement with the Office of the Comptreller of the City of New York to resolve prevailing wage violations against High Tower Construction Ordup, 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, LP, 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 pulligation as required by Labor Law Section 223 and agreed to pay \$45,595.51 towars this Tower's underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsibles 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.

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.

۱.,	Principal Name Michael Burton
	Date of birth
	Home address
	Öliy/state/zilp
	Business address 3 Aerial Way
*	City/state/zip Sydsset, NY 11791
	Telephone 516-938-5476
	Other present address(es) N/A
	Cliv/state/zlp_N/A
	Telaphone N/A
	List of other addresses and telephone numbers attached
7. T.	Positions held in submitting business and starting date of each (check all applicable) President
A)	Do you have an equity interest in the business submitting the questionnaire?
3.	AES NO X ILAGS bloode details:
í. 4.	Are there any outstanding loans, quarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the buelliess submitting the questionnaire? YEBNO_XIf 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 NONO

6. Has any governmental entity awarded any contracts to a business or organization listed in Section of in the past 3 years white you were a principal owner or officer? YES X NO_ NOTE: Ar affirmative enswer is required below whether the sandion gross 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 puestionnaire: 7. In the past (5) years, have you and/or any aftillated businesses or not-fer-profit organizations listed in Section 5 in which you have been a principal owner or officer. a. Been debarred by any government agency from entering into contracts with that agency? NO X Tyes, provide details for each such instance. b. Been declared in default endor terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____NO Y__ If Yes, provide details for each audh instance. C. Been deried the award of a contract end/or the opportunity to bid on a contract. including, but not limited to, fallure to meet pre-coalification 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 its and/or is any action pending that could formally deber of otherwise affact 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 pelition and/or been the aubject 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 le any such business now the subject of any pending bankrupicy 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 pharge pending against you? YES ___ NO X details for each such charge. D) le there any misdemeanor charge pending addinat you? YES. Yes, provide details for each such allarge. a) Is there any administrative charge pending against you? YES ____ NO X Yes, provide details for each such charge; d) In the past 10 years, he've you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness of the underlying facts of which related to the conduct of business? YES NO X I Yes, provide

details for each such conviction.

	ø)	in the per misdeme		have you t	een convic	ied, after f	rial or by pi	ea, ôf a	
		YES	NO X	if Yes, pro	wide details	for each s	uch convic	tion.	
	ħ	in the paratety occurren	charges?	have you t YES	NO X	n violation f Yes, pro	of any adr vide details	ninistrative Tor each s	or - uch
	years, invest subject for, or respon	have you gation by d of an inv	been the s any federa estigation of of the sub-	ubject of a I, state or I where such althor him	in respons criminal inv ocal prosect i investigati ness entity VO <u>X</u> If Y	estigation uting or inv on was rel and/or an	end/or a ci extigative, ated to acti affiliated b	vil anti-trus agency and villas perio usiness list	t l/or the imed at, ed in
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	respo: proce	nse to utue	stion 5 had Hespoot to	d any sanc o any prote	ousiness, or Non impose estonal lice &	o as a res	uit or Judici	as or action	istrative
``	apolic	able feder	al, atate or	local taxes	led to file are or other as NO K	isesaad ti	rardes Inc	lading but i	not limited

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 swom, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of estachments: 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 aubmission 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 inducament to enter into a contract with the submitting business entity.

Swom to before me this 11 day of August 2016

Notary Públic

Ligo Engineers, Inc.

Name of submitting business

Michael Burton, PE.

Print name Signature

.. / 12 ... 15

Senior Vice President

Title

8 / 11 / 116 Date.

Question 5

Mr. Burton is an afficer 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 & Erigineers 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 comparies have numerous contracts with various Nasseu 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. (Like) 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. Circ served as the construction manager for this project, which was completed in 2011. In April, 2014, Like was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of Like. 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 bending 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 perfaining to DDC's Fire Department portfolio. LIRO hired S.A. through a NYC-sanctioned prequalitied bidding process to perform hearing 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. Line provided Construction Management Services for capital projects pertaining to various EMS stations. Life hard THC Realty Development, L.P. who then subcontrasted 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 preveiling rate of wages and benefits to several workers on this sub-contract. Efforts to locate THC Resity were brisuccessful and High Tower Is no longer conducting any business activity. Accordingly, LIRo is the only viable party capable of estistying 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. Like acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, Lillo'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 LIRG was not responsible for the payment of any penalty. This matter is closed.

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 this, 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.

1.	Principal Name Arman Busicine
	Date of birth
	Home address
	Gity/state(z)p.
	Business address 3 Aerial Way
	City/etate/zip_5yosset, NY 11791
	Telephone 516-938-5476
	Other present address(es) N/A
	City/state/zip N/A
	Telephona N/A
	List of other addresses and telephone numbers attached
Ž.	Positions held in submitting business and starting date of each (check all applicable) President
3,	Do you have an equity interest in the business submitting the guestionnaire? YES NO X If Yes, provide details.
À,	Are there any outstanding loans, guarantees or any other form of security or lease of 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
	and Like Constructors; Inc.

Has any governmental entity awarded any contracts to a business or organization fisted in Section 5 in the past 3 years while you were a principal owner profficer? 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 agandles. NOTE: An affirmative answer is required below whether the sanction gross suformatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all guestions checked "YES", if you need more space, photocopy the appropriate page and attach it to the questionnalis. 7. In the past (6) years, have you and/or any affiliated businesses or not for profit organizations listed in Section 5 in which you have been a principal bwiter or officer: a. Been debaired by any government agency from entering this contracts with that agency? NO X and It Yes, provide details for each such instance. Been declared in default und/or terminated for cause on any contract, and/or had any contracts cantiblied for cause? YES NO X If Yes, provide details for each such instance. u. 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 deper 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 diganizations listed in response to Question 5 flied a bankrupicy petition and/or been the subject of involuntary bankruptey 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 "VES". If you need more space, pholocopy the appropriate page and attach (t to the questionnere.) e) is there any relong 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 NOX. If Yes, provide details for each such charge. o) le there any administrative charge pending against you? YES _____NO X _ W. Yes, provide details to each such charge. d) In the past 10 years, have you been convicted, after trial or by pleat of any felony, or of any other orime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NOX 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 atstutory charges? YES NO X If Yes, provide details for each such codultance.
- 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-frust 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 57 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 of organization fisted 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 senction 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 falled to file any required tax returns or falled 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 MATERIAL LY 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 SRIMINAL CHARGES. being duly swom, state that I have read and understand all Afred Bereche the items contained in the foregoing pages of this questionnaire and the following pages of attachments, that i expolled 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 questionneite 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.) 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 I day of August SONIA ROBAYO "MOTARY PUBLIC STATE OF NEW YORK No. UIRDATIONI) Suglified in Queens County Notary Public My Commission Spikes Novamine 22, 2015 LiRo Engineers, inc. Name of submitting pusiness. Alfred Beieche Pont name

Signatur

Tile

Secretary/General Coursel

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.

1,	Principal Name Michael Balley
	Date of birth
	Home address
	Ohy/state/zip
	Business address 3 Aerial Way
	Chystate/gip Sycisct, NY 11791
_	Teleptions 516-938-5476
_	Other present address(es) N/A
	Chyletate/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 / Secretary / Chief Exec Officer / Secretary / Chief Financial Officer / Fartner / 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 bans, guarantees or any other form of security or lease or any other type of contribution made in whole of 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 Like Program and Construction Management, PEP.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 Naw York State agencies. NOTE: An affirmative answer is required below whether the sanction prose suformatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all queellons checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. 7. In the past (5) years, here 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? Agency NO X If Yes, provide details for each such instance. b. Been declared in default and/or terminated for cause on any centred, 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 most pre-qualification standards? YES NO X Tres, 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 formelly debar or otherwise affect such business's ability to bid or propose on contract? YES NO X If Yes, provide detalls for each such instance. 8. Have any of the businesses or organizations listed in response to Question 5 filed a bankrupicy patition and/or been the subject of involuntary bankrupicy probaedlings during the past 7 years, and/or for any portion of the last 7 year period; been in a state of . bankruptov as a result of bankruptov probeedings loltlated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever injurated? If Yes, provide details for each such instance. (Provide a detailed response to all questions checked "VES". If you need more space, photocopy the appropriate rage and attach if to the questionnaire:) a) is there any felony charge pending against you? YES_ details for each such charge, le there any misdemeanor charge pending against you? YES ___ Yes, provide details for each such charge. io) Is there any administrative charge pending against you? YES _______NO X 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 ofme, an element of which releas to truthfulness of the underlying facts of which related to the conduct of business? YES NO X If Yes, provide detalls for each such conviction.

	9)	In the past 5 years, inledemeanor? YESNO_X		2. 4 4. (4.)		
)	in the past 5 years, statutory charges? occurrence.	have you been fol YES NO X	nd in violation of \$1 If Yes, provide t	ny administrative o details for each suc	r Oli
9,	years, investi subject for, or respon	lition to the information have you been the gation by shy federa tof an investigation on benalf of the subject to Question 5?	subject of a orlinina il, state or local pro where such investi mitting business er	l investigation and/ secuting or investig gation was related lity and/or en affilia	or a civil anti-trust pative agency and/ to activities perfor sted business liste	or the med et, d'in
jo,	listed i anti-tru includi princip	Ition to the information response to Quest ist investigation and no but not limited to allowner or officer? gation: See attached.	ion 5, been the sult for any other type t federal, state, and YES X. NO	iject of a criminal ir f investigation by s local requiatory ag	ivestigation and/or iny government ag endles while you v	a civil iency, vele a
11,	nogeen eepong	past 5 years, have y se to Question 5 ha dings with respect to e details for each su	d any sanction imp o any professional	osed as a result of	judicial or adminis	trative
2.	applice	e past 5 tax yeare, h able federal, state or ar and sewer charge	local taxes or othe	r assessed charge	s, including but no	t limited
					•	

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
PAUSE STATEMENT TO ORIMINAL CHARGES.

he liters contained in the foregoing pages of this questionnaire and the following pages of altachments; 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 promotion and belief; that I will notify the County in writing of any change in promotion and belief; that I will notify the County in writing of any change in promotion and belief; that I will notify the county in writing of any change in promotion of this contract; and that all information supplied by me is true to the best of my knowledge; information and ballef. 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 IV day of Agust 2016

Notary Public

Somia Robayo Motary Public-Syate of New York No. Otrog 11901 1 Gudingg in Queena Chunty My Commusical Expusy Notanges 21, 2016

Like Engineers, inc.
Name of submitting business
Michael Bailey, PE
Print parts
Signature
Senior Vice President
Title

Question 10

NYCHA Roofing

NYCHA Roofing. In December, 2013, Like Program and Construction Management, PE P.C. (Like) received a Civi) investigation Demand ("CIO") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA mofing project. Like served as the construction manager for this project, which was completed in 2011. In April, 2014, Like was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of Like. 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 senctioned prequalified hidding 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 \$294,604.81, which includes the underpayments, interest; and a 10% civil panalty. To the extent that S.A. does not make full resolution, 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). Pull restitution has been made by S.A. as required.

High Tower

On February 7, 2013, Liko Program & Construction Managament, P.C. ("Liko") 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 one DDE project in 2005. Like provided Construction Management Services for capital projects perfaining to various EMS stations. Like hired THC Realty Development, L.P. who then subcontracted to Figh 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, Liko 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 financially responsible; however, Liko acknowledges that pursuent to Labor Law Section 223 it is financially responsible; however, Liko acknowledges that pursuent to Labor Law Section 223 it is financially responsible; however, Liko acknowledges that pursuent to Labor Law Section 223 it is financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and Liko was not responsible for the payment of any penalty. This matter is closed.

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 link 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.

	Principal Narra Lawrence Roberts
	Date of birth
	Home address
	City/state/zip
	Business address & Aerial Way
	Olivistate/sib_sycaser_N7_11/91
	Telephone 516-938-5476
	Other present address(es) N/A
	Ch/state/p NA
	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
3,	Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details:
Å.	Are there any outstanding loans, guarantees or any other form of sacurity 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 guestionnaire? YES X NO NO NOTICE OF LIRE Program and Construction Management, Inc., and LIRe Constructors, Inc.

NC op	Section (1995) TE: An eration (1995)	by governmental antity awarded any contracts to a business or organization listed in the past 3 years while you were a principal owner or officer? YES X NO provide details. The affiliate companies have had numerous contracts with various hassau County Suffolk County, New York City and New York State agencies. I affirmative answer is required below whether the carrotion arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire:
7.	in the organi	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	· [8],	Been debarred by any government agency from entering into contracts with that agency? WES NO X If Yes provide details for each such instance.
	þ.	Been declared in default and/of terminated for cause on any contract, and/or had any contracts cancelled for cause? YESNO X if Yes, provide details for each such instance.
	Œ.	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
	હતે.	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 ability to bid or propose on contract? YES NO X If Yes, provide details for each such instance.
8.	bankri the pa bankri any si initiate questi	any of the businesses of organizations listed in response to Question 5 filed a upicy petition and/or been the subject of involuntary bankruptcy proceedings during list 7 years, and/or for any portion of the lest 7 year period, been in a state of upicy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is up to business now the subject of any pending bankruptcy proceedings, whenever add, if Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and litto the questionnalie.)
	a)	is there any felany charge pending sgalnat you? YES NO X If Yes, provide, details for each such charge.
	þ)	le there any misdemeanor charge pending against you? YESNO X If Yes, provide details for each such charge.
	(2)	la there any administrative charge pending against you? YESNO X If Yes, provide details for each such charge.
	τίζ	of any other crime, an element of which relates to inithfulness or the underlying facts of which related to the conduct of business? YESNO XIf Yes, provide
		details for each such conviction.

- a) In the past 5 years, have you been convicted, effect that or by ples, of a misdemeanor?

 YES NO X If yes provide datalis for each such conviction.
- In the peat 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 a years, have you been the subject of a chimnal investigation and/or a civil anti-trust investigation by any federal, state or local presecuting 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 57: 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 cryll anti-trust investigation and/or any offer 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 falled to file any required tax returns or falled to pay any applicable federal, state or local taxes or other ascessed 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 PALSE STATEMENT TO CRIMINAL CHARGES:

Lawrence Roberts being duly swhm, 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 20 to

Notary Public

SONIA ROBAYO
NOTARY PUBLIC-STATE OF NEW YORK
NO DIROCT SOFT
Sucified in Queens County
My Commission Exches November 22, 2016

Liko Engineers, Inc.

Name of submitting business

Lawrence Roberts

Print name

Chief Financial Officer

Title

8 1 1 1 16

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 guestionnaire.

e ;	Principal Name Michael Rennard
	Date of bidh
	Home address
	Cly/state/zp
	Business address 3 Aerial Way
	City/state/zjp Syosset, NY 11791
	Telephone 516-938-5476
	Other present address (es) 10/A:
	Olty/state/zip -N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
	Positions held in submitting business and starting date of each (check all applicable) President/ Treasurer/ Chairman of Board/ Shareholder/ Chief Exec. Officer/ Partner// Chief Financial Officer/ Partner// Vice President _03 /25 /13/ (Other)
9.	Do you have an equity interest in the business submitting the questionnaire? YES NO x If Yes, provide details.
Å.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of confilbution 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 of not for profit organization other than the one submitting the questionnaire? YES X NO If yes, provide details. Officer of Like Architects + Plannais, P.C.

N O P	If Yes OTE: A ceration ovides	any governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES X NO Support of the past 3 years while you were a principal owner or officer? YES X NO Support of the affiliate company has had numerous contracts with various Nassau County, provide details. The affiliate company has had numerous contracts with various Nassau County, of Support of New York City and New York State agencies. In affirmative answer is required below whather the sanction arose automatically, by a first or as a result of any action taken by a government agency. In a support of the sponse to all questions checked "YES"; If you need more space, photocopy private page and attach it to the questions are
7.	(A) 7 (B)	past (5) years, have you and/or any affillated businesses of not-for-profit. Izations listed in Section 5 in which you have been a principal owner or officer:
	ä.	Been debarred by any government agency from entering into contracts with that agency? YES NO X It yes, provide details for each such instance.
	,b _!	Been declared in default and/or reminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO X If Yes, provide details for each such instance.
	Ċ.	Been defined 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
	d.	Been suspended by any povernment 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.	the parties of the party stands in the party s	any of the businesses or organizations listed in response to Question 5 filed a sproy petition and/or been the subject of involuntary bankruptcy proceedings during at 7 years, and/or for any portion of the last 7 year period, been in a state of appropriate proceedings initiated more than 7 years ago and/or is the business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all this checked "YES". If you need more space, photocopy the appropriate page and it to the questionnairs.)
	a)	Is there any felony charge pending against you? YES NO X If Yes, provide details for each such charge.
	b);	la there any misdemeanor charge pending against you? YES NO X III
	Ó) (la there any administrative charge pending against you? YESNO_XNO_XN
		In the past 10 years, have you been convicted, after that 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 sonduct of business? YESNO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by blea, of a misdemeanor?
 YES NO X If Yes, provide details for each such conviction.
- In the past 5 years, have you been found in yielation of any administrative or statutory charges? YES NOX If Yes, provide details for each such codurrence.
- 8. 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 of investigative againty 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 pusiness 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 6 years has any business of 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 attitiated 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 tex years, have you falled to file any required tex returns or falled to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewel 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 QUESTION VAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OF 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 estaphments; 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 has 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.

Swam to before me this 1th day of August 2015

Lin	200-5
Motary Public	

SONIA ROBATO

NOTARY PUBLIC STATE OF HEW YORK

NO. 01806117011

Gugilliad in Guedas County

No. Commission Expires November 22, 2016

Liko Engineers, Inc.

Name of submitting business

Michael Rennard, PE

Print pame

Signature

Vice President Title

w

Date

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 questionnairs.

·.	Principal Name Peter Gerbas
•	Date of birth
	Home address
	City/state/rin
	Buelmass address 3 Aerial Way
	Gib//atele/zip Syosiat, NY 11791
	Telephone 516-938-5476
	Other present address (eq) N/A
	Chylstate/2ip 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 questionnel re? YES NO X If Yes; provide details.
4.	Are there any outstanding loans, guarantees or any other form of security of 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 of not- for-profit organization other than the one submitting the questionnaire? YESNO 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.
Been debarred by any government agency from entering into contracts with that agency? ACX If Yes, provide details for each such instance.
b. Seen declared in default and/or terminated for cause on any contract, and/or had any and had an another track.
 Been denied the sward of a point act and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES
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? YESNO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filled 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 side of bankruptcy proceedings initiated more than 7 years ago and/or is any auth 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 establit to the questionnaire.)
a) Is there any folony charge pending against you? YESNO XIf Yes, provide details for each such charge.
b) Is there any misdemeshor charge pending against you? YES NO X If Yes, provide details for each such charge.
 (a) (a there any administrative charge pending against you? YES NO X (b) (c) (d) (d) (d) (d) (d) (d) (d) (d) (d) (d
d) In the past 10 years, have you been convicted, after that or by plea, of any felony, or of any other or the underlying facts of which related to the conduct of business? YESNO 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 misderness of X
 YES NO X If Yes; provide details for each such convious.
- In the past 5 years, heve you been found in violation of any administrative of attention 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 pask of 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 efficiency ductiness listed in response to Question 57 YES _______ NO X _____ If Yes, provide details for each such investigation.
- 10. In addition to the information provided, in the past if years has any business or organization listed in response to Question 5. been the subject of a original investigation and/or a civil anti-frust 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 tad any senction 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 falled to file any required tax returns or falled to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES_____NO_X___ If Yes, provide details for each such year.

CERTIFICATION

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i. Peter Garbasi, PE being duly swom, 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.

Swom to before me this Hoday of August 2015

Notary Public

SCHIA ROBAYO

NOTARY PUBLIC STATE OF NEW YORK

No. 01 NO61 19011

Gualified in Supers County
My Commission Express November 22, 2016

Liko Engineers, Inc.

Name of submitting business

Peter Gerbasi, PE

Vice President

Title

8 / 11 / 11a

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

	Principal Name: Robert Kreuzer
	Date of birth
	Home address
	Çily/state/zip
	Business address 3 Aerial Way
	Character Sysset NY 11791
	Telephone 516-938-5476
:	Officer present address(es) N/A
	City/state/zip_N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2 , .	President / / Treasurer / / Shareholder / / Shareholder / / Pattner / / / / / / / / / / / / / / / / / / /
S.	Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details:
4,	Are there any putstanding loans, guarantses or any other form of sequitty or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YESNO X if Yes, provide details.
5	Within the past 3 years, have you been a principal owner or officer of any business or not topprofit organization other than the one submitting the questionnaire? YES NO.X

	Sectio	ny governmental entity awarded any contracts to a business or organization listed in n.5 in the past 3 years while you were a principal owner or officer? YES NO X provide details.		
NOTE: An affirmative answer is required below whether the senction erose 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 apace; 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:				
	ä,	Been departed by any government agency from entering lifto 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 confract analor the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES		
	ď,	Heen 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? YESNO X If Yes, provide details for each such instance.		
	oanka he ba oankri any si allate questi	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during at 7 years, and/or for any pontion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever ad? if 'Yes', provide details for each such instance, (Provide a detailed response to all one shecked "YES", if you need more space, photocopy the appropriate page and it to the questionnaire.)		
	(a)	la thare any felony charge pending against you? YES NO X If Yes, provide details for each such charge.		
	b)	le there any misdemeanor charge pending against you? YES NO X II Yes, provide details for each auch charge.		
	:0)	is there any administrative charge pending against you? YES NO X If Yes, provide details for each such charge.		
	(B	In the past 10 years, have you been convicted, after trial or by ples, of any felony, or of any other orinte, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YESNO_X If Yes, provide		
		details for each such conviction.		

- e) in the past 6 years, have you been convicted, after trial or by plea, of a misdemeanor?
 YES 110 X If Yes, provide details for each such conviction.
- 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 pivil 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 fer, 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.
- 11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sarction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES _____NOX___ If Yes, provide details for each such instance.
- 12. For the past 5 tax years, have you falled to file any required tax returns or falled to pay any applicable federal, etate 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.

questionnaire as additional inducement to enter into a contrast with the submitting business

EQNIA ROBATO
NOTARY PUBLIC STATE OF NEW YORK
No. 01806112011
Qualified in Queens County
My Commission Express Novembol 22, 2016

Sworm to before me this I Hay of August 2016

entity.

Doni Esta
Notary Public
LIRO Engineers, Inc.
Blower of its healthing by the
Name of anomitting prisidess
Robert Kreuzer
Phit hame
Signature
•
Vice President,
AWartus
Title
81 111 16
The same of the sa

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be enswered by all officers and any individuals who hald a ten percent (10%) or greater ownership interest in the proposes. 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 haceasary 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

١,	Principal Name Richard Schmalz
	Date of birth
	tionie address
	Olty/state/zip
	Business address 3 Reffel Way
	Sibristeldin Sydsset NY 11/91
	Telephone 515-938-5476
	Other present address(es) N/A
	Crivatate zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
	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 (Cither)
3.	Do you have an equity interest in the business submitting the puestionnal of the 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 tor-profit organization other than the one submitting the questionnaire? YESNO_X If Yes, provide details.

6.	Section	ny governmental entity awarded any contracts to a business of organization listed in on 5 in the past 3 years while you were a principal owner or officer? YESNO XNO X
	eralion polyc	r affirmative answer is required below whether the sanction prose automatically, by of law, or as a result of any action taken by a government agancy. detailed response to all questions checked "YES", if you need more space, photocopy priete page and attach it to the questionnaire.
7.	In the	past (5) years, have you and/or any affiliated businesses or not for profit izations 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? YESNO_XIf Yee, 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.
	Ğ.	Been denied the eward of a contract and/or the apportunity 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.
	Ø	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 effect such business a ability to bid or propose on cantract? YESNO X If Yes, provide details for each such instance.
8.	bankri the parkri bankri any si initiate questi	any of the businesses or organizations listed in response to Guestion 5 filled a uptry polition and/or been the subject of involuntary bankruptcy proceedings during set 7 years, and/or for any portion of the last 7 year pariod, been in a state of uptry as a result of bankruptcy proceedings initiated more than 7 years ago and/or is with business now the subject of any pending bankruptcy proceedings, whenever ad? If Year, provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the glassionnaire.)
	a)	Is there any felony charge pending against you? YES NO _X If Yes, provide details for each such charge.
	, b)	ls there any inledemeanor charge pending against you? YES NO X If Yes, provide details for each such charge:
	Ó	le there any administrative charge pending against you? YESNO XIf 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? YESNO X if Yes, provide
		details for each such conviction.

- e) In the past 5 years, have you been convided, after trial or by plea, of a misdefneanor?

 YES NOX If Yes, provide details for each such conviction.
- 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 feliated to activities performed at, for, or on behalf of the submitting business entity and/or an effiliated business listed in response to Question 57 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-rust investigation and/or any other type of investigation by any government agency, including but not indicate to federal, state, and local regulatory agencies while you were a principal owner or office? 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 QUESTIONMAIRE 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.

Richard Schmalz, PE The flems 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 IT day of Applicate

SONIA ROBAYO BOTARY PUBLIC STATE OF NEW YORK Na. 01206119011 Sucilied in Susens County My Commission Expires November 22, 2016

Liko Erigirveers, Inc.

Name of submitting business

Richard Schmalz, PE

Print rame

Vice President

Signatura

Business History Form

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

In addition to the autimission 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 patthership submitting the Proposal.

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING

QUESTIONS). 8hille Date: 1) Proposer's Legal Name: LIRo Engineer's Inc. 2) Address of Place of Business: 3 Aerial Way, Syosset, NY 11791. List all other business addresses used within last five years. 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) Rederal I.D. Number: 13-1974950. Sole Propfictorship: e) The proposer is a (check one):.. Corporation ___ Other (Describe) 7) Does this business share office space, staff, or equipment expenses with any other Il Yes, please provide details: LiRo Engineers, Inc. shares office space, staff, and business? Yes X No. equipment expenses with its affiliates: Like Architects + Planners, PC and Like Program and Construction Medagement, PE P.C. B) Does this business control one or more other businesses? Yes __No X | [Yes, please provide details:

9)	Does this business have one or more affiliates, and/or is it a subsidiary of or controlled by: any other business? Yes X No If Yes, provide details, See attached
10	Has the proposer ever had a bond or surely cancelled or forfelted, of a contract with Nassau County or any other government entity terminated? Yes No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).
17,	Has the proposer; duting the past seven years, been declared bankrupt? Yes No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets
2)	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 fivestigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 6 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes No x If Yes, provide details for each such investigation:
13,	In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that includingly position at or relationship to an affiliated business. Yes X No If Yes, provide details for each such investigation.
14	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
	a) Any felony charge pending? Yes No X If Yes, provide details for each such charge. To the best of our knowledge
	b) Any misdemeanor charge pending? Yes No X If Yes, provide details for each such charge. To the best of our knowledge
	o) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other oring, 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. To the best of our knowledge
	d) In the past 8 years, been convicted, after that or by plea, of a misdemeanor? Yes. No X If Yes, provide details for each such conviction. To the best of our knowledge
	ii) 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 pocurrence. To the best of our knowledge.
puama respec	past (5) years, has this business of any of its owners of officers, or any other difficied as a new proceedings with a had any sanction imposed as a result of judicial or administrative proceedings with to any professional license held? Yes No X If Yes, provide details for uch instance.
pay ar limited	e past (5) tax years, has this business falled to file any required tax returns or falled to my applicable tederal, state or local taxes or other assessed charges, including but not my applicable tederal, state or local taxes or other assessed charges, including but not if y each it water and sewer charges? Yes Not X If Yes, provide details for each to water and sewer charges? Yes Not X If Yes, provide details for each indicate. Provide a detailed response to all questions chacked 'YES': If you need indicate, provide appropriate page and attach it to the questionnaire.
	detailed response to all questions checked "YES". If you need more space, y the sppinopriate page and altach it to the questionnaire:
	lot of Interest: a) Please disclose any conflicts of Interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists." conflicts exist, please expressly state "No conflict exists." (i) Any material financial relationships that your firm of 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
٠.	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest of 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 Ocunty. 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 ever that the or market one a conflict of interest prevailing is an extensive and the from performing we are not ever to be follow that may impact its services on be follow to perform its services on this project. The will also the relative of such somitting in the county upon learning of it. Further, Use will establish a lirewish, as necessary, to ensure that any such conflict of interest will not impact the ability to perform its services on the project. Rev. 3-2016

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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: Date of formation: Name, addresses, and position of all persons having a financial interest in the 'n company, including shareholders, members, general or limited pattner; Name, address and position of all officers and directors of the company. 11). State of incorporation (if applicable); ív) The number of employees in the firm; 1) vi) Annual revenue of firm; Summary of relevant accomplishments viti. 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 of who are qualified to evaluate the Proposer's capability to perform this work. Company Suffolk County Department of Fublic Works Contact Person Gilbert Anderson, PE/Commissioner Address 335 Yaphank Avenue Chy/State Yaphank, NY 11980 Telephone 581-852-4010

Fax # 531-852-4165

E-Mail Address gilbert anderson@suffolkcountyny.gov

Company Town of North Hempstead Dapartment of	e mi selatak di selata mata		
Contact Person Paul DiMeria		Morna desperator	
Address 285 Denton Avenus		and the second s	m ņinā
City/State New Hyde Park, NY 11040		17 × 1	<u> </u>
Telephone 516-739-6710	II b	- Andrews - Andr	, , , , , , , , , , , , , , , , , , ,
Tax # M/A		11 122-14-1-1	
		HATE SAME AND ADDRESS OF THE PARTY OF THE PA	
Company Town of Oyster Say Department of Publ		tment of High	Way
Company Town of Oyster Say Department of Publ Contact Person Richard Setz, Commissioner	ic Works, Depai	- Same	
Company Town of Oyster Say Bensimment of Publ	ic Works, Depai	tment of the	
Company Town of Oyster Say Department of Publ Contact Person Richard Setz, Commissioner Address 150 Miller Place	ic Works, Depai	- Same	
City State Sycsset, NY 11791	ic Works, Depai	- Same	

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, Luis M. Tormenta, PE being duly swom, 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 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 Swom to before me this SONIA ROBAYO NOTARY PUBLIC STATE OF NEW YORK No. 01 NOS119011 Notary Public Qualified in Officers County My Commission Expires Havember 22, 2015 Name of submitting pusiness: Like Engineers, inc. Luis M. Tocchenta, Pl Brint name Chief Executive Officer

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 wolded between the service of the bolow:

Like Program and Construction Management, PE P.C. - Common Ownership and Control LIRO Architects + Planners, P.C. - Common Ownership and Control Line Architects & Engineers West, P.C. (Ni) - Common Ownership and Control LIRo Architects & Engineers, P.G. (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 Lifto Constructors, inc. - Common Ownership and Control

13.) In the past 3 years, has this business and/or any of its owners and/or officers and/or any officers 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 pertinning to that individual's position at or relationship to an affiliated business.

NYCHA Roofing

NYCHA Roofing: In December, 2013, Like Program and Construction Management, PE P.C. (Like) incelved 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: Like served as the construction manager for this project, which was completed in 2011. In April, 2014, Eiko was informed that the US Attorney closed its investigation and did not find any improper conduction the part of Ligo. This matter is now closed,

SA HVAC Like 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 25, 2011. The settlement resolved pravailing 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 #2003(012929, URO provided Construction Managament and Build Services for capital projects pertaining to DDC's Fire Department pontfolio: URO 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. falled to pay the prevailing rate of wages and benefits to four workers on this sub-contract; S.A. accepts the Comptroller's detarmination that its failure to pay steaminter wages and benefits to indicated a willful violation for the purposes of Labor Law Section 220 to (3) (b). Accordingly, S.A. agreed to pay the City and the employees a total of \$204,604.81, which includes the underpayments, litterest, and a 10% civil penalty. To the extent that S.A. does not make full restitution, LIRO acknowledges that nursuant to Labor Law Section 223 It is financially responsible; however, LINO's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-5 [3] [3]. Full restligition has been made by S.A. as required.



High Tower

On February 7, 2013, Like Program & Construction Management, P.C. ("Like") 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. Life project and Construction Management Services for capital projects pertaining to various EMS stations. Like high THC Resity Development, L.R. 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 Resity were unsuccessful and High Tower is no longer conducting any business activity. Accordingly, Like 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. Like acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, Like's financial responsibility is not and shall not be considered a wilful violation for the purposes of Labor Law Section 220-b (3)(b) and Like was not responsible for the payment of any penalty. This matter is closed.

ATTACHMENTS TO BUSINESS HISTORY FORM

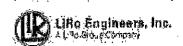
A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Established in 1983. The Lito Group has grown from a local resident engineering and hispection company to a full service, program/construction menagement, engineering, architectural and environmental services from 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 mitial 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 angineering, architectural and construction management firms. With offices in New York, New Jersey and Connecticut, LIRo primarily serves public sector clients throughout the tristate area.

Likó is unique in that we offer a broad range of services — construction monagement, architecture, civil, structural, mechanical, electrical, traffic, and environmental anginesting - coupled with tight project controls and practical construction knowledge. Currently the Tirm is ranked among the nation's top 20 construction management firms (Engineering News Record).

). Date of formation: 1925



- Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner; Bocco L. Trotta:
- iii. State of Incorporations New York
- iv. The number of employees in the firm: Liko Engineers, Inc. 487. The Liko Group total 4750.
- v. Annual revenue of the firm Liko Engineers, Inc. 2014 Gross Revenue = \$112,597,000
- VI. Summary of relevant accomplishments:

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

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

- · Massau County Department of Public Works:
- . Town of Hempsread
- Town of Hempstead Department of Sanifation
- 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:
- Gity 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
- Met York Sity 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



- Embire State Development Corporation
- New York State Homes and Community Renewal New York State Thruway Authority
- MTA-New York City Transit.
- New York City Hausing 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 Like 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 bervice consulting firms in the metropoliton 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

LINO ENGINEERS INC S AERIAL WAY SYOSSET, NY

11791-0000

TO PROVIDE PROPESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD OF 10101/2015 TO 12/91/2017.

CERTIFICATE NUMBER 001/1862 TOUGLAS, E LESTAMECH DEPUTY COMMISSIONER FOR THE PROFESSIONS DO E POR

Page 1 of 4

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 Partiesship Joint Venture
Lied, Lightlity Co. X. Closely Held Corp. Other (specify)
4. List names and addresses of all principals, that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all immbers and officers of limited liability companies (attach additional sheets if necessary):
Rocke L. Trotta, PE. Luis M., Tormenta, PE. Lawrence S., Roberts, Michael Burton, PE. Michael Balley, PE.
Richard Schmalz, FE. Peter Gerbasi, PE, Robert Kreuger, RE. Alfred C. Bereche,
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,
LEGGER REMARKS TO THE STATE OF

6. List all affiliated and related companies and their relationship to the firm entered on line
Lating the mond, enter "None"). A much a apparatual advance form for each affiliated or
subsidiary company that may take part in the performance of this contriet. Such disclosure shall
be updated to include affiliated or subsidiary companies not previously disclosed that participate
in the performance of the contract.

Like 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

LIBO Architects & Engineers, P.C. (CT) - Common Ownership and Control

Like Architects & Engineers: P.C. (PA) - Common Ownership and Control
Like Program and Construction Management, Inc. - Common Ownership and Control

LIKO Constructors, Inca - Common Ownership and Control

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

7. This all labelylate whose services were unliked at any stage in this matter (i.e., pre-bid. bid, post-bid, etc.). If none, enter "None." The form "lebbylat" means any and every person or organization retained, employed of destinated by any client to influence - or promote a matter before - Nassay County, its agencies, bourds, commissions, department heads, logislators or commission. Including but not limited to the Open Space and Parks Advisory Commission Planning Commission. Such matters include, but are not limited to, requests for proposals, desclopment or implicational of real proposals. The term "lobbylist" these negligibles any afficer, director, traffect employee, counsel or agent of the County of Nassat, of State of New York, when discharging his or her official duties:

[a] Name, little, business address and telephone interbar of little vist(s):

NO/NONE	17 28 (27 m.)	The second particular proper agreement of the second particular se	disconsidera Brees
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S.C. Br. Com.	on a specific consistence and an artistic process are specifically as a second	A CONTRACTOR OF THE PROPERTY O	ung pilik samatana

Page 3 of 4

NO/NONE	·
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ng v.a cusarpana y ghangarana, ang pana angan dan sinini giyayin khitaka sashke bilan na sininka daka bila khita	
(c) List whether an Nassau County, New York	I where the person/organization is registered as a lobbylst (e.g., State):
NO/NONE	
ild Till frith off before all the start of t	
. Land the land to	- Parket State Control of the Contro
\$ 1 h 1 h 1 h 1 h 1 h 1 h 1 h 1 h 1 h 1	- A TO SECOND STATE OF THE
8. VERIFICATION: This contractor or Vendor muth	section must be signed by a principal of the consultant, brized as a signatory of the firm for the purpose of executing Contract
	nd so swears that he/she has read and understood the foregoing his/her knowledge, true and accurates
Dated: \$\lu/1\pi	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, defent, 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 relected County difficie or an officer or employee of the County with respect to the procurement of goods, services of construction, including the preparation of centract specifications, including by not limited to the preparation of requests for propositie, or so licitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant. loan, or agreement involving the discursement of public montes; 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 confracting 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 sequisition 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 frenchise, concession or revocable consent, the proposal, adoption, amendment or rejection by an agency of any role having the force and effect of law; the decision to hold, timing or pulcome 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 hearings the Issumos, 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 my determination made to support or appose 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) Nassair 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) Like 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 Theusand 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 iliat the County shall pay to the Firm as full consideration for Services shall not exceed One Million Six Hundred and Fifty Thousand Dollars (\$1,550,000.00) (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.

COTHALA EXECUTIVE EDWYSD E WYNOWIO



SHILA SHAILGAYNOUDLAS , P.E.. COMMESIONES

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS 11M PROSPECT AVENUE WESTBURY, NEW YORK 11550 4723

March 18, 2016

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

Attention: Michael Bailesc

Re: "On Call" Construction Management and Inspection Services for Eighway/Bridge Construction Agreement Number H670008DL Encomprance Mamber CFFW14000012 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 minually extend Agreement H670008DL for one (1) year, with an expiration date of May 26, 2017. All other terms and conditions of the agreement terms in the same.

Should you have any questions, please contact Richard Indevato, Ir., at (516) 571-6824.

Very fruly yours;

Richard P. Millet

Chief Deputy Commissioner of Public Works

RPM:RM:dmp

e: Shila Shah-Gavnondias, Commissioner of Public Works
Rakhai Maiira, Deputy Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Richard Indevalo, Jr., Superintendent of Highway and Drainage Construction
Christopher Yanslok, Management Applyst III
Joseph Maroinek, Piscal Officer, Office of the Comptroller
Saji Yarughese, Construction Inspector II

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

Like Engineers, Inc. Name: Michael Balley PE Title: Senior Vipa President

NASSAU COUNTY

Name:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK) COLINTY OF WASSAU

On the 2 day of Alaust in the year 2016 before me personally come-Mrchael Bailes, Pa vio me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Mansaa that he or she is the Selvice Mice President of Like Engineer the corporation described herein and which executed the glove instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

STEPHANIE KROL NOTARY PUBLIC STATE OF NEW YORK No. 01KR6216633 Challied in Nassau County My Commission Explicit Journally 25, 2016

STATE OF NEW YORK)

day of Naven the M day of Naverage in the year 2016 before me personally came hartize for America me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Alers were; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Office of the County Exercitive

Richard R., Walker, Chief Deputy County Executive

FROM:

Department of Public Works

DATE

November 20, 2013

SUBJECT.

Rèquest to Initiate (an RFP) - Part II
"Op Call" Construction Management Services: Highway/Bridge Construction

Selection of Firms for Professional Construction Management Services

RFP No. PW-H870008D

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, Origin Mark Out, Soil Boring flows rugation, Material Testing and other construction related engineering supports arvices for various Highway and Bridge related projects, as authorized by the Department,

On July 29, 2013, the Department is used a Request for Proposals (the "REP"), Notice of the REP was published in Newsday and was made available on the Confirm wellste. On August 23, 2013, proposals from eighteen (18) farms were received.

A Selection Committee was formed to evaluate each proposal. Members of the Committee included: Richard P. Millat, Deputy Commissioner, Rakhal Maibu, P.E., Deputy Commissioner, Etlan I. Schneider, Assistant to Deputy Commissioner. and Richard Indevado Jr., Superimendent of Highways and Drainage Construction. The Constitute ther on September 3, 2013, to discuss and score proposals. The Committee subsequently requested that the twelve highest ranking fines, MAKS, Lockwood, Ressler & Bartlett, Inc. (LKB), Liko Engliseers, Inc., (Like), Globous, Esposito & Boyce Engineers, P.C., (GEB), Tecchniq, Greenman-Pederson, Inc., (GPt), Cashiri Associates, P.C., (Cashiri), Savin Engineers, P.C., (Savin), L.K. McLean Associates, P.C., (LKMA), Cameroa Engineering & Associates, L.L.P., (Cameton), de Bruin and The RBA Group, (RBA) submits Best and Final Offer (BAFO). The ranking of each firm by technical proposal score is provided below. To be appead, the table reflects LKMA's, LKB's, Tectonic's GPI's and Cameron's BAFO.

Çönişki denloci Mada gönişiyi Film	Technica? Runking	Best and Final Offer (BAFO)	Cons
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CLE	1. 其意 東京		13 15 8 5 6 4
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Y. Tab. N. G	48,	ž 301,250.00	ź

Office of his County Executive Air Abhard R. Walker, Chief Departy County Executive November 20, 2013 Page tivo

SUBJECT: Request to Intricts (an REF): Part II

Cin Call^{or} Construction Management Services: Highway/Bildge Construction Salaction of Firms for Professional Construction Management Services KIP NO PW HONGOLD

As shown above, HAKS, LKB, Like, GBB, Teorgrif, GPL, Cambin, Savin, LKMA, deBrute, Cameron and RBA regised the thirdest revelve (12) technical proposals, all above 80%. However, LKB, and Teorgrif did not submit the highest ranked cost programs (towest cost), as seen in the table above. As such, the Committee negotiated with LKB and Tectopia. Mesosiallous successfully reduced the LKB's BAPO from \$240,000 to 1922,730 and the Tectopia BAPO from \$1,032,800 to \$936,750. Furthermore, LKMA, Testion, and Cameron had proposed multipliers that exceeded 2.3. The Communical ageilased with these firms and mucessfully reduced LAMA smuttplier for the Scheduler from 2.5 to 2.55; Tecenic's multiplier from 2.4 to 2 Sear Careson's multiplier for all staff to 2.3. The BAFO's and negotiations resulted in a total savings of nearly \$135,730 compares to the original cost proposals.

In its motestal and judgment, the Committee sciented the twill be filters that will provide the present which is the County. All as leased Brice provided in its proposal evidence of having an fliblest experience and experience to a use as study early out required construction management make

fluiding for the aforementioned professional services is available under various Capital Disjects in the Capital Plan.

in accordance with County procedural guidelines. CSEA has been counted by his proposed agreement fref. Letter to CSEA. dated July 30, 1013).

Please signify your appropriator disapproval of the foregoing by a gaing the appropriate column below. Please return a supp of this memo subsequencto it hating signed. Thesis you

Richard P. Mille

Chief Deputy Commissioner

SSG(RM:pl

Ċ. Shila Shah-Cavineudias, Commissioner Ima Houriek, Anomey for Department of Public Works Rakinal Mahra, Deputy Commissioner Keineth O. Arriold, Assistant to Commissioner Belan V. Schnelder, Assistant to Deputy Commissioner Richard Indovato Jr., Superint added: of Highways and Drahage Construction Lorum Dionisio, Hydrogoologist II Sail Varualiese. Constitution inspector if V

APPROVED:

disapproyed:

P. chard R. Walker

Chief Debuty County Executive.

Richard R. Walker

Chief Deputy County Executive:

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CERTIFICATE OF LIABILITY INSURANCE

6478 (MADDOTYTY) 10/29/2015

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

IMPORTANT: If the certificate horder is an ADDITIONAL INSURED, the policylles) must be endorsed. If SUBROCATION IS WAIVED, subject to the forms and conditions of the policy, bertain policies may require an endorsemably. A statement on this certificate horder in flew of such endorsemable).

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Alliant Insurance Services; Inc. 333 Earle Ovington Sivd Sulte 700 Uhjendale NY 11553		四等。 - 516-414-8659	[AZ, Not] 577-	1070.
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COVERAGES

COVERAGES

CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELDY HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITH STANDING ANY, REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE BETTER OR OF THE POLICIES OF THE POLICIES

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peediumnos gromentinos (Labancius i Tiflicuts (Acomo of Andiesa) reinius suincies, no se suscies finas esiste prignos (Agresment H670(1081) L—"On Call" Construction Managements Services — Highwey/Efficie Construction

County Department of Public Works and Nessau County DPW are included as Additional Insulad as respecte General Liability, Automobile Liability, and Drithjella Hability as required by written contract. Weiver of sublogation is included as required by written contract.

CERTIFICATE KOLDER	Cancellation 30 Days Notice of Carcellation
Nassau County Department of Public Works 1184 Prespect Avenue - Second Floor	Shoult any of the above described policies becancelled estore the expression date thereof, notice will be delivered in accommance with the policy provisions.
Westbury NY:11,590	AUTHORIZIO REPRESENTATIVE
1	Allow of Jan

6.1986-2014 ACORD CORPORATION. All rights reserved.

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

Cartification Regarding Debarment, Suspension, Incligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the repulations implementing Executive Order 12648, Debarment and Suspension, 28 OFR Part 67, Section 67,510, Perticipants' responsibilities. The regulations were published as Part VI of the May 26, 1935 Federal Register (respect 19160-1921).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE).

(1) The prospective lower tier perticipant certifies, by submission of his proposal, that neither it from its principals are presently debarred, suspended, proposed for debarment, declared inclipible, or voluntarily excluded from perticipation in this transaction by any Federal department of agency.

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

Name and Title of Auth	nvd/gy	
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Signature	Company of the second s	Dele
Liko Engineers, Inc		
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A Aerial Way, Syoss	et, NZ, 11791	
Address of Organizatio		All and Alle States are all and are got for both a superior and
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408 // (REV. 2/88) Previous at lions his obsolet

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 places is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower ter participant knowingly rendered an entereous certification, in addition to other remedies evallable to the Federal Government, the department or agency with which this transaction originated may pursue evallable remedies, including suspendion 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 cartification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower fler covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarity excluded," as used in this plause, have the meanings set out in the Definitions and Coverege sections of rules, implementing Executive Order 12049.
- d. The prospective lower the participent agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowledly enter into any lower flet 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 agancy 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 Reparting Department, Suspension, insligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all collaborations for lower tier covered transactions.
- 7. A participant in a revered transaction may raly upon a cartification of a prospective participant in a lower fler covered transaction that it is not debarred, suspended, incligible, or voluntarity excluded from the covered transaction, unless it knows that the certification is encueurs. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- s. Nothing contained in the foregoing shall be construed to require actabilishment of a system of reports in order to render in good faith the cartification 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 6 of these instructions, if a participant in a covered transaction with a paragraph of transaction with a paragraph of suspended, deberred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remarks available to the Federal Government, the department or agency with which this transaction originals of may pursue available terrecties, including suspension end/or debarment.

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Contract ID#: <u>H670008DL</u>



CF (Capital)

Contract Details

SERVICE: Construction Management Inspection

Я	FS ID #: CFPW14000012 NIFS Entry Date: 11/25/14 Term: from 5/27/2014 to 5/26/2016										
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Amer	idment · 🛛 #1	2) Comptroller App	rov	al Form A	Attached	<u>l</u> ;	Yes	X)	No 🗌	
Time	Extension	3	3) CSEA Agmt. § 32Compliance Attached:					Yos		No 🗵	
) Vendor Ownersl						No .		
Blanket Resolution RES#			5) Insurance Required					Yes	X	No 🔲	
Ā	gency Inform	ation									
Name			Vendor ID#			Department Contact					
LiRb Engineers, Inc.			13-1974950				Richard Iadevaio, Ir. Superintendent of Highway & Drainage Construction, NCDPW				
Addres	es .		Contact Person		W		Address	TOR BALLATI	, 110		
Three Aerial Way Syosset, NY 11791			Michael Bailey		1194 Prospect A Westbury, NY						
			Phone 516-938-5476		Phone 516-571-6		Phone 516-571-682	NC.			
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	County Executive	Notarisa Filed wii	tion————————————————————————————————————		13/9/1	4	Mu			PART CONTRACTOR	

E-283-14



Contra	ct Sum	mary				
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rurpose: 1	l lie original	. Contract was to provide "C	lu Call ^a Professio	Hal Canatan	ction Management/Inspection Sease the Maximum Amount by 3	
Method of	Procureme	nt: The contractor was pre	viously selected th	irough an op	en competitive RFP process.	
Procuremia	nt History:	The contractor was selecte	d through an ope	r competitiv	e RFP process. This is the first	amendment,
Description	of Ganaral	Provisions: This Amendo	ant is to luques a	c) Yar A		
\$500,000.	, or constant	TIOTANIONES LINE PLANETHING	ent is to increase	ius iatuxiilia	m Amount proposed in the orig	inal agreement b
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RULES RESOLUTION NO.314 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 Canaty Logislature
En value Voice on (2-1-1)

By Voice Vote on 22-1-1/2 VOTING!

Ayos 1 nayes 2 shainled 2 recused 2

Lugislators present:

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.

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Legislature authorizes the County Executive to execute the said amendment
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AMENDMENT NO. 1

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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 Bugineers, Inc.

NASSAU COUNTY

Title:

Deputy County Executive

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss,
COUNTY OF NASSAU)

On the 12thlay of November in the year 2014 before me personally
came Michael Bailey to me personally known, who, being by me duly
49.9.4. 9.44. 4. 44. 44. 44. 44. 4
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 Like 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.
Clause () Mico
NOTARY PUBLIC DENISE L MUXO
Notary Public, State of New York
No. 01MU6051939
Qualified in Suffoik County Term Expires 12/11/20
1211) Ethilad tol 1 to an anti-
STATE OF NEW YORK)
DIVITION WANTED
COUNTY OF NASSAU)
on the J day of Alaemba in the year 20 to before me personally came lichard R. Wall to me personally known, who, being by me duly
on the fund of the personally in the year 20 to before the personally
came by the duly to me personally known, who, being by me duly
sworn, did depose and say that he or she resides in the County of Alas Sale; that
he or she is County Executive of the County of Nassau, the municipal corporation
described herein and which executed the above instrument; and that he or she signed his
or her name thereto pursuant to Section 205 of the County Government Law of Nassau
County,
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ENTERNA (I CONCERT
NOTARY PITRITC ANNOTTA A RETILLAR
Horizon Palalina, Studio Of Novy York
RIA (71900220)#U#07
Qualified in Masseu County Commission Expires April 02, 50.4
(SEMINERARY) revision when and the contract of

Danier I Muxo Noby Public, State of New York No. Givenbub 1639 Countred in Gutenk County Tenn Expires 12/11/20

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mincola, 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 BALLEY	
Title: SE- VICE ARES	
Date: ///z//4	
•	
	•
NASSAU COUNTY	
	•
By:	
Name:	
Title: County Executive	
 Deputy County Executive 	ve
Datas	

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK) COUNTY OF NASSAU) On the <u>12thlay of November</u> 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 he or she is the Sr. Vice President of Liko Engineers, Inc. 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 Notary Public, State of New York No. 01WU6051939 Qualified in Suffork Count Term Expires 12/11/20 STATE OF NEW YORK) COUNTY OF NASSAU) in the year 2014 before me personally to me personally known, who, being by me duly came sworn, did depose and say that he or she resides in the County of 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

Deficie Laurio Mota y Public, Sala al New York Nev. Othalbootage Capitho di Salacia Colany Terd Explese 12/11/20

George Maragos Comptroller



OFFICE OF THE COMPTROLLER 240 Old Country Road Mincola, 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 #: <u>13-1974950</u>
nstructions: Please check the appropriate box ("\overline{\times}") after one of the following oman numerals, and provide all the requested information.
. The contract was awarded to the lowest, responsible bidder after advertisement or sealed bids. The contract was awarded after a request for sealed bids was published [newspaper] on
Inewspaper on [date]. [#] of called bids were publicly opened on [date]. [#] of called bids were received and opened.
I. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on
lewspaper advertisement, boating on website, mailing etc.) [#] of notestial propagate accepted
opies of the RFP. Proposals were due on [date]. [#] proposals were exceived and evaluated: The evaluation committee consisted from the consisted from the constant proposals requested to the consisted from the constant proposals requested to the constant proposals were due to the con
[list members]. The proposals were scored and

prop depa	Depression Pursuant to Executive Order No. 1 of 1993, as amended, at least through the solicited and received. The attached memorandum from the proposals received, along with the cost of eacosal.
	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 to contract was awarded to other than the lowest-cost proposer. The attachment includes a specific reasons of the unique skills and experience, the specific reasons why a proposal is deem superior, and/or why the proposer has been judged to be able to perform more quickly than off proposers.
mem	Pursuant to Executive Order No. 1 of 1993 as amended, the attack orandum from the department head explains why the department did no in at least three proposals.
mem obtai	A. There are only one or two providers of the services sought or less than three provides submitted proposals. The memorandum describes how the contractor was determined to be a sole source provider of the personal service needed or explains why only two proposals could 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 qual proposal, the proposer's unique and special experience, skill, or expertise, or its availability
mem obtai	orandum from the department head explains why the department did not not least three proposals. A. There are only one or two providers of the services sought or less than three provide submitted proposals. The memorandum describes how the contractor was determined to be sole source provider of the personal service needed or explains why only two proposals could obtained. If two proposals were obtained, the memorandum explains that the contract vawarded to the lowest cost proposer, or why the selected proposer offered the higher qual proposal, the proposer's unique and special experience, skill, or expertise, or its availability perform in the most immediate and timely manner.

VI.

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

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

VII.

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

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

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

Department Head Signature

Dåte

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.

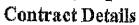
Compt. form Pers./Prof. Services Contracts: Rev. 02/04

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

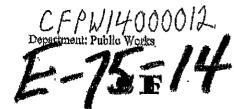
1,	Name of Firm: Like Engineers, Inc.
	Address: 3 Acrial Way
	City and State: Syosset, New York Zip Code 11791
2.	Plum's Vender Identification Number: 13-1974950
3,	Type of Rusiness
	Public Corp. Parmership Sole Proprietorship Joint Venture Ltd Liability Company X Closely Held Corp. Other (specify)
4.	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
	1418 Tormena, P.E., CEO and Vice Chaliman, 111 Broadway, New York, New York 10006
	Lawrence Roberts, Senior Vice President and CFO, 3 Aerial Way, Syosset, New York 11791
	INTOINED DAILY, F.E., SCHOT VIGE PRESIDENE 3 ACTISI WAY, SYDSSEL NEW YORK 11791
*****	Michael Burton, P.E., Senior Vice President, 3 Agrial Way, Syosset, New York 11791
	Michael Rennard, P.E., Vice President, 3 Aerial Way, Syosset, New York 11791
T	Peter Gerbasi, P.B., Vice President, 3 Aerial Way, Syosset, New York 11791
(Chromate	Rocco Trotta, P.E., 3 Aerial Way, Syonset, New York, 11791 – 100%
hite anni de salem	
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 entitles are affiliates through common ownership by Rocco Trotta: LiRo Architects + Planners, P.C.; LiRo Program and Construction
Mar	agement, P.C.; LiRo Architects and Engineers West, P.C.; LiRo Architects & Engineers, P.C. (CT); LiRo Architects & Engineers, P.C. (PA);
Lir	o Consulting Engineers, P.C.; Like Constructors, Inc.; Like Program and Construction Management, Inc. (CA),
<u>Con</u>	omon officers of all Like affiliates: Rocco Trotta, Chairman: Luis 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.
Dat	ed: <u>#[/[2]/4</u> Signed: 2
	Print Name: Michael Bailey, P.E.
***	Title: Sr. Vice President

Contract ID#:H670008DL

CF (Capital)







SERVICE Construction Management/
Inspection
Data: Term: from Everytion to 24 Mounting

NIFS ID #;	NIFS Entry Date: Term	Inspection r; from Execution to 24 Months
New K Ronewal	1) Mandated Program:	Yes No X
Amendment	2) Comptroller Approval Form Attacl	T-T-T-T-T-T-T-T-T-T-T-T-T-T-T-T-T-T-T-
Time Extension	3) CSBA Agmt. § 32 Compliance Att	The state of the s
Addl. Funds	4) Vendor Ownership & Mgmt. Disci	
Blanket Resolution RES#	5) Insurance Required	Yes X No C
Agency Informa		
The state of the s	CLLUCIO CONTROLLO CO	County Department
None Liko Inginera, inc.	Vender (2006) 13-1974950	Department Contact Refrard Individe, 1c, Superintendent of highway & Deningo Construction, MCDPW
Addrone	Coulant Person	Address
Throo Aerial Way	Micheel Bailey	1194 prospect Avo, Westbury, NY [1390
Syesset, NY 11991	Phone	Phono
	516 938 5476	ALK COLL COLL

Routing Slip

L'osg.	DEPARTMENT S	Internal Verification	DATE STONATURE	Leg Approval Reinbed
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LINE	County Alterney	Cd RE & Insurance, Varification	E 3/4/4 C/Color	
3/14/14	"County Attorney	CA Approval as to form	BY SIM RULP. LL	Yes I No I I
	Legislative Affairs	Fw'd Original Contract to CA	D3/17/M Xreepr Q. May	
and the state of t	Rules 🔲 Leg. 🔲.		00/	
oleh dak bisanan a	County Attorney	NIFS Approval	Donnessie & Se	
	Comptroller	NIES Approval	10/1/2 CS COC	的报
Approximate Constitution of the Constitution o	County Executive	Notarization Filed with Cierk of the Leg.	BM/4 (2)	



Contract Summa					- Articles		
Description: Provide Professional	Construction Management Sory	loes for Highway/	Beldg	o constructio	illa		
Purpose: Approval of a Personal Services for all construction activ Construction Inspectors, Schodul out, Soil Boring/ Investigation, M	ritios in the Highway/ Bridge wat fors. Cost Estimators, Field Surve	. These services in Wertios. Evalua	troat o t	čůstýkavecha i irog hraarin			
Matked of Prosurements A qualification-based rating and	ranking system of technical and	cost proposal lu o	gent'd:	uico yith sta	adard DPW procedures.	• • • •	
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Procurement History; The Conti- the availability of the RFP by pu- proposals were received and eval Chief Deputy Commissioner, Rai Superlatendent of Highway and requested that the tweive highest Management Inspection tasks a Description of General Provision Contract for services confirms to	bleation in Newsday and the Nat lusted. A selection Committee was kind Maitra, P. E., Deputy Comm Drainage Construction. The sam tranking firms to submit a Best of 11 provided to the best value to 1	isan County or ro is formed to evalu missioner, Brian d pulties mot an Sej And Flunt Offer Q the County, For n	ate car ate car atembe stombe BAFO are in	en woo sites. En proposal, leider, Assiste r 3, 2013 to c . Yyam the B formation, pi	rrappates rest and the remails and to Deputy Commissis flacuss and some propos AFO, adjusted by either the attacks	fee include Richard mar and Richard I, ala. The Committee ms to perferen Com d RTI part II Mei	l P Millet, adaysio, Jr, subsuquently struction
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# 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.

# RULES RESOLUTION NO. -2014

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RESOLVED, that the Rules Committee of the Nassau County

Legislature authorizes the County Executive to execute the agreement with

LiRo Engineers, Inc.

George Maragos Comptroller



# OFFICE OF THE COMPTROLLER 240 Old Country Road Mincola, 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: Liko Engineers, Inc.

CONTRACTOR ADDRESS: Three Aerial Way, Syosset, NY 11791

FEDERAL TAX ID # 13-1974950

<u>Instructions:</u> Please check the appropriate box (" $\square$ ") after one of the following roman numerals, and provide all the requested information.

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. Fotential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's of recurrenced 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.

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1		- * P
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	This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on renewal or extension pursuant to the contract, or an amendment within the scope of (copies of the relevant pages are attached). The original contract after	the contract or RFP
	411//4	- 4
	N. of	[describe
	procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the mof the contractor's performance for any contract to be renewed or extended. If the received a satisfactory evaluation, the department must explain why the contractor shapermitted to continue to contract with the country.	e communicior das noi
	IV.   Pursuant to Executive Order No. 1 of 1993, as amended,	at least three
	proposals were solicited and received. The attached memorand	lum from the
	department head describes the proposals received, along with the	e cost of each
	· · · · · · · · · · · · · · · · · · ·	
	proposal.	
	☐ A. The contract has been awarded to the proposer offering the lowest cost pro	posal; OR:
	El B. The attached memorandum contains a detailed explanation as to the contract was awarded to other than the lowest-cost proposer. The attachment delineation of the unique skills and experience, the specific reasons why a propertience, and/or why the proposer has been judged to be able to perform more proposers.	proposal is deemed
	V.   Pursuant to Executive Order No. 1 of 1993 as amended memorandum from the department head explains why the department at least three proposals.	l, the attached rtment did not
	A. There are only one or two providers of the services sought or less to submitted proposals. The memorandum describes how the contractor was described source provider of the personal service needed or explains why only two obtained. If two proposals were obtained, the memorandum explains the awarded to the lowest cost proposer, or why the selected proposer offere proposal, the proposer's unique and special experience, skill, or expertise, perform in the most immediate and timely manner.	proposals could be at the contract was at the higher quality
	D. The memorandum explains that the contractor's selection was dictate federal or New York State grant, by legislation or by a court order. (Condocuments are attached).	d by the terms of a opies of the relevant
	C. Fursuant to General Municipal Law Section 104, the department is purequired through a New York State Office of General no, and the attached memorandum explains within the scope of the terms of that contract.	Services contract
	. 2	

□ 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. I 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

Dota

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

PARTI: Appr	oval by the Deputy Co	unty Executive for	Operations must be	obtained prior to ANY RI	Q/RFP/RFBC
	□RFQ	RFP	□ RFBC	☐ In-House Wo	rk Order
Project No.:	H670008D	•			Call Construction Management Services, nway/Bridge
Department:	Public Works		Dat	e: July 18, 2013	
Service Requirespectors, so related engine requested.	heduling services, o	cost estimating	services, field sút	voy services, pre-bid c	with firm to provide resident engineers, onstructability reviews, and construction to six (6) "On-Call" Agreements may be
highest quality	Construction Man y. These "On-Call" on an as-naedad bas	CM Service Agr	coments will Allo	w DPW s Environment	ared on time, within budget, and is of the al Construction Group to supplement their
Requested by Department/	: Richard Iadevaio, Agency/Office, DF V	Ir., Superintende /,Engineering—	at of Highway an Civil/Site Constru	d Drainage Construction oction Management	t.
Project Cost fi	or this Phase: \$1,500	reA roq 00.000,0	eement		
Total Project ( Includes, engi	Cost: \$9,000, neoring and constru		n <b>t</b>	Date RFP Due! A	ugust 23, 2013
Capital Fundi	ng Approval:	yes 🖸	νо 🗆 _	MATURE SIGNATURE	liveld
	cation (Project/subc Sheet if multiyear	blect);		by son	THE RTIS
Department H	lead Approval;	ARZ CX.	ио 🗆 💆	SIGNATU	E
DCE/Ops Ap	proval:	yes 🛚	ио 🗆	UTANONE	L1 RE
PART II: To Responding	o be submitted to C vendors.	blef Deputy Co	unty Executive a	fter Qualifications/Pro	oposals/Contracts are received from
See Attached Ven		Quote .	,	Comment	
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DCE/Ops Ap SSG:RM:pl	proval:	AE2 NO	Slgnatur	\$ management	

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

TO:

Office of the County Executive

Att:

Richard R. Walker, Chief Deputy County Executive

FROM:

Department of Public Works

DATE

November 20, 2013 .

SUBJECT:

Request to Initiate (an RFP) - Part II

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

Selection of Firms for Professional Construction Management Services

RFF 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, Rakhai 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 & Barriett, Inc. (LKB), LiRo Engineers, Inc., (LIRo), Gibbons, Esposito & Boyce Engineers, P.C., (GEB), Tectonic, Greenman-Pederson, Inc., (GFI), Cashin Associates, P.C., (Cashin), Savin Engineers, F.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.

	_		Best and Final	
	Construction	Technical	Offer	Cost
	Management Firm	Ranking	(BATO)	Ranking
	HAKS	1	\$ 937,470.00	11
	LKE	1, '	\$ 922,750.00	13 '
	LIRo	3	\$ 845,581.25	ξ.
	GEB	4	\$ 896,300.00	7
	T'ectonic	5	\$ 936,550.00	16
	GPI	б	\$ 893,959,00	8
	Cashin	14	\$ 837,481,25	
AC 2 - Mar (Mar.)	Savln	8	\$ 894,575,00	6
	LKMA	9	\$ 836,187,50	ų A
	deBruin	10	\$ 934,250,00	10
	Cameron	10	\$ 928,764.50	•
	<u>RBA</u>	<u>12</u> .	\$ 910,200,50	12
	D&B	13	\$ 985,747.00	<u>9</u>
	Gedenn	14	\$ 1,111,118.11	. 15
	Halder	15	\$ 949,115.00	17
	Fleid Assoc.		\$ 662,360,00	14
	O'Connor Petito	17		
	Vertex	18	Non-Responsive	0
CALANA.	A CLICX	15	\$ 801,250,00	2



Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

November 20, 2019 ---

Page two

SUBJECT: Request to Initiate (an RFP)-Part []

"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, 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 Tectanic. 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

e: Shila Shah-Gavnoudias, Commissioner
Jane Houdek, Attorney for Department of Public Works
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Brian J. Schneider, Assistant to Deputy Commissioner
Richard Iadevalo Jr., Superintendent of Highways and Drainage Construction

Loretta Dionisio, Hydrogeologist II Saji Varughese, Construction Inspector II V

APPROYED:

DISAPPROVED:

Richard R. Werker

Chief Deputy County Executive

Richard R. Walker

Date

Chief Deputy County Executive

# COUNTY OF NASSAU DEPARTMENT OF FUBLIC WORKS Inter-Departmental Memo

TO:

Civil Service Employees Association, Nassau Local 830

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."

l. 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

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 Q. Arnold

Assistant to Commissioner

#### KGA:WSN:RM:lv

Allison Hertling, Deputy Director, Office of Labor Relations

Robert Cancellierl, Deputy Director, Office of Labor Relations

Rakhal Maltra, Députy Commissioner

William S. Nimmo, Deputy Commissioner

Patricia Kivo, Unit Head, Human Resources Unit

Richard Indevalo 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

Name	o of Pirm:	Liko Engineers, Inc.
Addr	7881	3 Aortal Way
Clty	and State:	Syosset, New York Zip Code 11791
Firm	's Vendor Ide	entification Number: 13-1974950
, Type	of Business:	Public Corp. Partnership Sole Proprietorship Joint Vonture
	•	Lid Liability Computy X Closely Hold CorpOther (specify)
partr	names and add ters, all corpor t (s) if necessa	idress of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited trate officers, all partners of Limited Liability Companies (attach additional arry)
Rosso	Troita, P.E., C	Chairman, 3 Aerial Way, Syosset, New York, L1791
Luis To	ormania, F.E.,	, CEO and Vice Chairman, 111 Broadway, New York, New York, 10006
		Prosident and Vice Chalcman, 3 Aerial Way, Syosset, New York, 11791
Lawret	100 Roberts, S	Sentor VP and CPO, 3 Aerial Way, Sygset, New York, 11791
share addi Rocco	cholders/partn tional shoot (s "Trotta, P.E., 3	d address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the Individual ners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section ) (attach s) if necessary).  3 Aerial Way, Syosset, New York, 11791, -100%
on the property of the		
ś. List	: all affillated e	, and related companies and their relationship to the firm entered on line ! (one) above [ if none, enter "None" ] (* include a re form for each affiliated or subsidiary company ) (attach additional sheet (s) if accessary).
Mana	gement, P.C.;	ies are affiliates through common ownership by Rocco Trotta: LiRo Architects + Planners, P.C.; LiRo Program and Construction  LiRo Architects and Engineers West, P.C.; LiRo Architects & Engineers, P.C (CT); LiRo Architects & Engineers, P.C. (PA);
		ngineers, P.C: LiRo Constructors, Inc.: LIRo Program and Construction Management, Inc. (CA). I nil LIRo affiliates: Rocco Trotte, Chairman: Luis Tormonta, CRO & Vice Chairman: John Lekstutis, President & Vice Chairman
pur	posa of execut	I! This section must be signed by a principal of the Consultant, Contractor or Vander authorized as signator of the firm for the ting contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they in knowledge, true.
Da	ited: <u>1-13-2</u>	2014 Signed: 2
		Print Name: Michael Balley
		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 (j) 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 (ji) 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:

- 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 amblumancy 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" Page 1 of 21

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.
- (o) 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.
  - (6) 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.

### 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 (\$550,000.00) 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 (j) 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.

### 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 proteoting 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 Gopyrights. 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) Antifrust. The Contractor hereby assigns, sells, and transfers to the County all right, little 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 produced by the County under this Agreement.
- 5. <u>Independent Contractor</u>. 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. <u>No Arrears or Default.</u> 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) <u>Generally.</u> 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) <u>Nassay County Living Wags Law.</u> 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) Fallure 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 oured, 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) <u>Protection of Client Information</u>. 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. <u>Minimum Service Standards</u>. 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 ail 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(les) 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, (iii) if contracting in whole or part to provide professional services, one or more policies for professional flability 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  $(\underline{W})$  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) <u>Delivery: Coverage Change: No Inconsistent Action.</u> 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. <u>Assignment: Amendment Walver: Subcontracting.</u> This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) walved, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "<u>County Executive</u>"), 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) <u>Generally</u>. 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: (j) a breach of this Agreement; (ji) the fallure 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 (jii) 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 faut 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) <u>Firm Assistance upon Termination</u>. 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 accounte 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. <u>Limitations on Actions and Special Proceedings against the County.</u> No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising cut 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 Altorney (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) <u>Time Limitation</u>. 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 flable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.
- 16. Consent to Jurisdiction and Venue: Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (l) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mall, 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 malled 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 Firm, 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.

- (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 la 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.
- (o) 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. <u>Section and Other Headings</u>. 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. <u>Entire Agreement</u>. 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 vanturers 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) <u>Approval and Execution</u>. 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) <u>Availability of Funds.</u> 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.

NASSAU COUNTY

Name:

Timothy sulliva for Finance
Deputy County Executive for Finance
Deputy County Executive
Date: 5

# PLEASE EXECUTE IN <u>BLUE</u> INK

[Note to Departments: County offices and bureaus the in accordance with the Charter should evidence approximation and not by placing a signature on this Agre

STATE OF NEW YORK)
)88.: COUNTY OF NASSAU)
On the 13 day of January in the year 2017 before me personally came Michael Bailey to me personally known, who, being by me duly sworn, did depose and say that he of she resides in the County of 30 for it that he or she is the 5r, Vice President of 41/4 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  DENSE L MUXO  Notary Public, State of New York  No. 01MU6051039  Clustified in Suffolk County  Term Expires 12/11/20
STATE OF NEW YORK)
COUNTY OF NASSAU)
On the 27 day of My in the year 20 before me personally came, 1170 by Sulfator to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Massau, 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, Out to Dellace

CONCETTA A PATTRICULA Motory Rubble, States of New York No. 01 Proceeded Qualified in Essesses County Commission Expires April 02, 25 LL

# 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.

#### 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 Flourly 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 defined skill and experience forming the basis of this agreement.

#### 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 salarlea 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



Three Aerial Way, Syceed NY 11791 Telephone 516,936,5476 Pacsimile 615,937,6421

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) Fleid Office Engineer (NICET III)

\$58,00 per hour \$43.15 per hour

Construction Inspector (NICET II) CPM Scheduler

\$31,35 per hour \$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

L:Nassau/Agency Info/ JPL-2-24-14 Rates to SatLdocx

#### 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, ege, 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 markal status.
- (d) The Firm shall make best efforts to solloit active participation by certified minority or womenowned 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 Sest Efforts to obtain participation by Certified MAVSEs.
- (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.
- (i) 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 falled 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 eatlsfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
  - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation peld 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 utilimately 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 (!) 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 (!i) 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, Ilcensor, licensee or any other party, that is (!) 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 of 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 MAWBEs 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 velcomed bids and quotes from MAWBE 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.
- Proof or affidavit of follow-up of telephone calls with potential MWBE Subconsultants
  encouraging their participation. Telephone logs indicating such action can be included
  with the Best Effort Documentation
- d. Proof or afficient that M/WBE Subconsultants were allowed to review bid specifications, blue prints and all other bld/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.
- Proof or affidavit that sufficient time prior to making award was allowed for MWBEs to
  participate effectively, to the extent practicable given the timeframe of the County
  Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business

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

- g. If an M/VBE is rejected based on cost, the County Firm must submit a list of all subbidders 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 "Subcontraot" 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 intergovernmental 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 Compilance

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

	The chief executive officer of the Proposer/Bidder is:	
	Luis Tormenta	(Name)
	3 Aerial Way, Syosset, NY 11791	(Address)
	,	(Telephone Number)
2.	The Proposer/Bidder agrees to comply with the requivage Law, and with all applicable federal, state and	rements of the Nassau County Living local laws,
3,	In the past five years, Proposer/Bidder has a government agency to have violated federal, state, wages or benefits, labor relations, or occupational sat assessed by the Proposer/Bidder, describe below:	X has not been found by a court or or local laws regulating payment of fety and health. If a violation has been
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4.	In the past five years, an administrative proceeding, in that adjudicial action has X has not been the Property (Village March 1997).	nvestigation, or government body- en commenced against or relating to investigation has been commenced,

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Notary Public

Contract ID#:H670008DL

## CF (Capital)

### **Contract Details**





SERVICE _Construction Management
Inspection

NIF	'S ID #:	-	NIFS Entry Date	ė:	1	Cerm; fr	om Execution to 2	24 Months	;	
New X	New X Renewal 1) Mandated Program:								No X	
Amend	Amendment   2) Comptroller Approval Form Attached:							Yes X	No 🔲	
Time E	Time Extension   3) CSEA Agmt. § 32 Compliance Attached:							Yes X	No 🗌	
Addl. F	ands 🔲	4) V	endor Ownersh	p &	Mgmt. D	)isclosu:	re Attached:	Yes X	No 🔲	
	Blanket Resolution [ ] 5) Insurance Required							Yes X	No 🗆	
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Name LiRo Engin	eers, lac.		Vendor ID# 13-1974950 .				Department Contact Richard Indovelo, Ir., Superintendent of highway & Drainage Construction, NCDPW			
Address			Contact Persun Address							
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Notarization Filed with Clerk of the Leg.

County Executive



Department: Public Works

Contract	Summa	ıry							
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### RULES RESOLUTION NO (1/2014

'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.

#### RULES RESOLUTION NO. -2014

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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_(1-8)_of_potential_proposers_requested_copies_of_the_RPP_ 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 Indevaio, 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
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 119-0, 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:

D 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

FART I: Appr	oval by the Deputy (	County Executive f	or Operations must	be obtained prior to Al	NY REQ/REP/REBC
	$\square$ RFQ	RFP	☐ RFBC	☐ In-House	Work Order
Project No. :	H670008D			Project Title:	On Call Construction Management Services, Highway/Bridge
Department: I	Public Works		D	ate: July 18, 2013	•
THE SAME TO SEC	YOURHITY OUT ATOCOL	COSE EQUIDATION	services, riem si	TINY/ON CAMMINAC BYALI	ents with firm to previde resident engineers, bid constructability reviews, and construction of up to six (6) "On-Call" Agreements may be
AND WARE A CHITCLE	Construction Ma These "On-Call" n an as-needed bas	CIAT OCLAICS W.	aceements with a l	IAW HRW's Engrand	delivered on time, within budget, and is of the mental Construction Group to supplement their
Requested by: Department/A	Richard Iadevaio gency/Office, DP	, Jr., Superintend W, Engineering -	lent of Highway a - Civil/Site Constr	nd Drainage Constru uction Management	action.
Project Cost for	r this Phase: \$1,50	0,000.00 per Ag	reement		
Total Project C Includes, engin	ost: \$9,000 eering and constru	,000.00 action manageme	ent	Date RFP Du	e! August 23, 2013
Capital Funding	g Approval:	YES	ио 🗆 _	SIGNATURE	Mill
Funding Alloca See Attached S	ntion (Project/subo heet if multiyear	bject):		- Fondin by Soo	S will be Assigned
Department He	ad Approval;	YES. 🟋	ио 🗇 💆	SIGNA	TURE
DCE/Ops Appr	oval:	YES [	№ □	MGNA	TURE
PART II: To I	be submitted to Condors,	Chief Deputy Co	unty Executive a	fter Qualifications/	Proposals/Contracts are received from
See Attached Si Vende I	or	Quote:		Comment	•
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DCE/Ops Appro		AE2□ νίο[	Signature		

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

TO:

Office of the County Executive

Att:

Richard R. Walker, Chief Deputy County Executive

FROM:

Department of Public Works

DATE:

November 20, 2013

SUBJECT:

Request to Initiate (an RFP) - Part II

"On Call" Construction Management Services: Highway/Bridge Construction Selection of Firms for Professional Construction Management Services

RFP No. PW-H670008D

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

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

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

Construction Management Firm	Technical Ranking	Best and Final Offer (BAFO)	Cost Ranking
HAKS	1	\$ 937,470.00	11
LKB	1	\$ 922,750.00	13
LiRo	3	\$ 845,581.25	5
GEB	4	\$ 896,300.00	7
Tectonic	5	\$ 936,550.00	16
GPI	6	\$ 893,959.00	8
Cashin	7	<u>\$ 837,481,25</u>	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> .	\$ 910,200.50	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 Petito	17	Non-Responsive	'n
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

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

APPROVED:

DISAPPROVED:

Richard R. Walker

Mr 2/8/

Richard R. Walker

Date

Chief Deputy County Executive

Chief Deputy County Executive

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

TO:

Civil Service Employees Association, Nassau Local 830

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

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

I. Name of Firm: LiRo Engineers, Inc.
Address: 3 Agrial 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)
<ol> <li>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)</li> </ol>
Rocco Trotta, P.E., Chairman, 3 Aeria! 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
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 \( \) (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; John Lekstutis, President & Vice Chairm
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 Dravidant



SHILA SHAH-GAVNOUDIAS, P.E. COMMISSIONER

## COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS

1194 PROSPECT AVENUE WESTBURY, NEW YORK 11590-2723

#### **CONTRACT FOR SERVICES**

#### <u>"ON-CALL" CONSTRUCTION MANAGEMENT SERVICES:</u>

#### **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 1650 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. <u>Services, Extra Services and Reimbursable Expenses</u>
  - (a) The services to be provided by the Firm under this Agreement consist of "On-Call" Page 1 of 21

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.

#### 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 relmbursements 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 (j) performed prior to termination, (ii) authorized by this Agreement to be performed, and (lii) 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. <u>No Arrears or Default.</u> 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) <u>Generally.</u> The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not timited 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) <u>Nassau County Living Wage Law.</u> 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) <u>Records Access.</u> The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") 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) <u>Protection of Client Information</u>. 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. <u>Minimum Service Standards</u>. 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: (j) one or more policies for commercial general fiability 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, (ji) 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 fiability 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 (<u>iv</u>) 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) <u>Acceptability: Deductibles: Subconsultants.</u> 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) <u>Delivery: Coverage Change; No Inconsistent Action.</u> 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. <u>Assignment; Amendment; Walver: Subcontracting.</u> This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) walved, 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) <u>Generally</u> 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 (80) 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) <u>Firm Assistance upon Termination</u>. 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. <u>Limitations on Actions and Special Proceedings against the County.</u> 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) <u>Notice</u>. At least thirty (30) days prior to seeking relief the Firm shall have presented the dernand 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) <u>Time Limitation</u>. 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.
- 45. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.
- 16. <u>Consent to Jurisdiction and Venue: Governing Law.</u> 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 prepated 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. <u>Section and Other Headings</u>. 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. <u>Entire Agreement</u>. 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. <u>Administrative Service Charge.</u> 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. <u>Joint Venture</u>.

- (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 Agraement, 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. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. 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) <u>Availability of Funds</u>. 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.

NASSAU COUNTY

Name:

TIMOTHY SULLIVAN

Deputy County Executive for Finance

Deputy County Executive

Date: 5 P

#### PLEASE EXECUTE IN BLUE INK

[Note to Departments: County offices and bureaus the in accordance with the Charter should evidence aperform and not by placing a signature on this Agree.

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
On the 13 day of January in the year 20 / Poefore 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 Like Engineers, Enc., 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  DENUSE I. MUXO  Notary Public, State of New York  No. O'MUSO 1999  Chailfied in Suffolk County  Term Expires 12/11/20 / H
STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)
on the 27 day of My in the year 20 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Wasau; 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.

OCNOETTA A PETRUCA:

Notery Public, State of New York

No. 01759259026

Qualified in Nesseu County

Commission Expires April 02, 20 LL

**NOTARY PUBLIC** 

#### **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:

#### 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 payroli 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



Three Aerial Way, Syosset, NY 11791 Talephone 816.938.5476 Faosimile 616.937.5421

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.

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 womenowned 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 blds 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. Fallure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as MWBE compliant or considered breach of the County Contract.
- (i) The Firm shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Firm has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
  - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
  - (m) The Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, Including the amount of compensation paid to each Subconsultant and shall complete all forms provided by the Executive Director or the Department Head relating to Subconsultant utilization and efforts to obtain MWBE 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 (j) 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.
- Proof of having provided reasonable time for M/WBE Subconsultants to respond to bid opportunities according to industry norms and standards. A chart cutlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- 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 bld/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.
- Proof or affidavit that sufficient time prior to making award was allowed for MAWBEs 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 MWBEs, and that MWBEs 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 M/WBE is rejected based on cost, the County Firm must submit a list of all subbidders 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 intergovernmental 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)
		e Number)
2.	The Proposer/Bidder agrees to comply with the requirements of the Nat Wage Law, and with all applicable federal, state and local laws.	esau County Living
<b>3.</b>	In the past five years, Proposer/Bidder hasX has not beer a government agency to have violated federal, state, or local laws regul wages or benefits, labor relations, or occupational safety and health. If a assessed by the Proposer/Bidder, describe below:	ating payment of
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4.	In the past five years, an administrative proceeding, investigation, or go initiated judicial action hasX has not been commenced ag the Proposer/Bidder. If such a proceeding, action, or investigation has b describe below:	ainst or relating to
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5.	authorized County represe	o permit access to work site entatives for the purpose of ng employee complaints of	monitoring compliance wit	rds by h the Living
belief,	y certify that I have read that I have read the is true, correct and compute and true as of the date:	ne foregoing statement and plete. Any statement or represented below.	, to the best of my knowled resentation made herein sh	ge and iall be
	/ / .			
Dated/	120/2014	Signature of Ch	nief Executive Officer	
		,		
		Name of Chief	Executive Officer	
Sworn	to before me this  th day ofTan	, 2014. Notary P	DENISE I. MUXO Jublic, State of New York Jo. 01MU8051989	

Notary Public, State of New York No. 01MUN051999 Gualified in Suffolk County Term Expires 12/11/20

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

TO:

Office of the County Attorney

Aff:

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

