



# E-148-19

**NIFS ID:CFPW19000026      Department: Public Works**

**Capital: X**

SERVICE: CM Services-Family & Matrimonial Court-Ph 2-B90632-02M

Contract ID #:CFPW19000026

NIFS Entry Date: 04-JUN-19

Term: from to

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

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

<b>Vendor Info:</b>	
Name: <b>LiRo Program and Construction Management P.C.</b>	Vendor ID#: [REDACTED]
Address: [REDACTED] [REDACTED]	Contact Person: [REDACTED] [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>	
Contact Name: Kenneth G. Arnold	E.
Address: 1194 Prospect Avenue Westbury, New York 11590	
Phone: 516-571-9607	

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE  
JUL - 2 2:47

## Routing Slip

Department	NIFS Entry: X	05-JUN-19 -- LDIONISIO
Department	NIFS Approval: X	07-JUN-19 -- RDALLEVA
DPW	Capital Fund Approved: X	07-JUN-19 -- RDALLEVA
OMB	NIFA Approval: X	11-JUN-19 -- CNOLAN
OMB	NIFS Approval: X	07-JUN-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	10-JUN-19 -- AAMATO
County Atty.	Approval to Form: X	10-JUN-19 -- DGRIPPO
CPO	Approval: X	11-JUN-19 -- KOHAGENCE

<b>DCEC</b>	<b>Approval: X</b>	<b>11-JUN-19 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>12-JUN-19 -- BSCHNEIDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>02-JUL-19 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<p><b>Purpose:</b> Approval of a Personal Services Agreement with LiRo Program and Construction Management, P.C. to provide Construction Management services in connection with the Interior Fit-out of the Family and Matrimonial Court project (Phase 2). The Nassau County Department of Public Works (NCDPW) desires to procure Construction Management (CM) services including pre-construction phase, construction phase and post-construction phase services, relating to renovations of the existing +/- 250,000 square foot office building, located at 101 County Seat Drive, Garden City, NY, to house the N.C. Family and Matrimonial Courts. This Phase 2 work will include (but is not limited to), site improvements and extensive interior re-construction of architectural, structural, mechanical, electrical, plumbing, fire protection, fire alarm and security systems.</p>
<p><b>Method of Procurement:</b> RFP: A qualification-based rating system in accordance with established DPW procedures.</p>
<p><b>Procurement History:</b> Written Request for Proposals was issued on July 13, 2018. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on the NY State Contract Reporter (an industry website) and via email to interested parties by publication on the County Procurement website (eProcure). Technical and separately sealed proposals were received from eight (8) firms on August 10, 2018. The technical proposals were rated and LiRo Program and Construction Management, P.C. was selected.</p>
<p><b>Description of General Provisions:</b> This Agreement procures Construction Management services including pre-construction, construction and post-construction phase services relating to the interior fit-out (Phase 2) of the Family &amp; Matrimonial Court project located at 101 County Seat Drive.</p>
<p><b>Impact on Funding / Price Analysis:</b> Approval is requested of the contract amount of \$2,959,750.00</p>
<p><b>Change in Contract from Prior Procurement:</b> This is a new Personal Services Agreement</p>
<p><b>Recommendation:</b> (approve as submitted) Approve as Submitted</p>

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		1	PWCAPCAP/90632/00003/002	\$ 2,959,750.00
Control:	90	Contract:				\$ 0.00
Rsp:	632	County	\$ 0.00			\$ 0.00
Object:	00003	Federal	\$ 0.00			\$ 0.00
Transaction:	CF	State	\$ 0.00			\$ 0.00
Project #:	90632	Capital	\$ 2,959,750.00			\$ 0.00
Detail:	002	Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 2,959,750.00</b>		<b>TOTAL</b>	<b>\$ 2,959,750.00</b>
RENEWAL						
% Increase						

% Decrease			
---------------	--	--	--

# NIFA Nassau County Interim Finance Authority

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

1. Vendor: LiRo Program and Construction Management P.C.

2. Dollar amount requiring NIFA approval: \$2959750

Amount to be encumbered: \$2959750

This is a New

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

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

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

3. Contract Term: Contract Term is for Twenty-six (26) months from date of execution

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

If yes, please explain:

4. Funding Source:

General Fund (GEN)	Grant Fund (GRT)	Federal % 0
X Capital Improvement Fund (CAP)		State % 0
Other		County % 0

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

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? Y

Has NIFA approved the borrowing for this contract? Y

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

Approval of a Personal Services Agreement with LiRo Program and Construction Management, P.C. to provide Construction Management services in connection with the Interior Fit-out of the Family and Matrimonial Court project (Phase 2).

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

CNOLAN

11-JUN-19

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

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

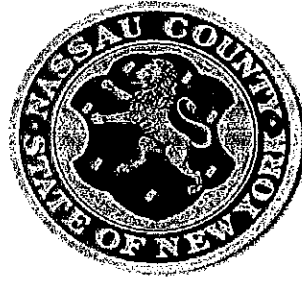
RULES RESOLUTION NO. – 2019

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 PROGRAM AND CONSTRUCTION MANAGEMENT PE, P.C.

WHEREAS, the County has negotiated a personal services agreement with LiRo Program and Construction Management PE, P.C., in connection with construction management services for the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with LiRo Program and Construction Management PE, P.C.

Jack Schnirman  
Comptroller



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

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

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

**CONTRACTOR NAME:** LiRo Program and Construction Management P. C.

**CONTRACTOR ADDRESS:** Three Aerial Way, Syosset, NY 11791

**FEDERAL TAX ID #:** 11-3205660

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

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

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

The Contract was entered into after a written request for proposals was issued on July 13, 2018 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on August 10, 2018 [date]. Forty-two (42) [state #] proposals were received and evaluated. The evaluation committee consisted of: R. Maitra (Deputy Commissioner of Public Works) J. Amerigo (Project Manager, Civil) V. Yeung (Architect III, Building), R. LaBaw (Architect IV, Building)

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest ranking proposal 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<sup>1</sup> \_\_\_\_\_

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

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

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

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

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



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

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

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

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

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

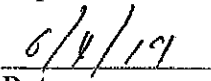
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested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

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

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

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

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

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

## **Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Yes, Friends of Edward Mangano, Friends of Norma Gonsolves, Lewis Yevoli, Steven Labriola,  
Jack Martins, Rose Walker, Richard Nicoletto, Laura Curran, Jack Schnirman

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

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

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

Dated: 3/22/19

Vendor: LiRo Program and Construction Management, PE P.C.

Signed: [Signature]

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

## **Exhibit B**



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NO/NONE

---

---

---

---

---

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

NO/NONE

---

---

---

---

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

NO/NONE

---

---

---

---

---

---

---

---

---

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

NO/NONE

---

---

---

---

---

---

---

---

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

NO/NONE

---

---

---

---

---

---

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

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

NO/NONE

---

---

---

---

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

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

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

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

Dated: 3/22/19

Signed:

Print Name:

Title:

  
\_\_\_\_\_  
Luis M. Tormenta, PE  
\_\_\_\_\_  
Chief Executive Officer  
\_\_\_\_\_

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

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



## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name Rocco L. Trotta  
Date of birth 03 / 03 / 1994  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 3 Aerial Way  
City/state/zip Syosset, NY 11791  
Telephone 516-938-5476  
Other present address(es) See attached  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Treasurer \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Chairman of Board 03 03 1994 Shareholder 03 03 1994  
Chief Exec. Officer \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Secretary \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Partner \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Vice President \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire? YES X NO    If Yes, provide details. 100% Ownership
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES X NO    If Yes, provide details. See attached
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO   ; If Yes, provide details. See attached

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES X NO \_\_\_\_ If Yes; provide details for each such investigation. See attached.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

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

I, Rocco Trotta, 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 26 day of March 2019

  
Notary Public

CAMILLE MATTINA  
Notary Public, State of New York  
No. 01MA6003049  
Qualified in Nassau County  
Commission Expires May 27, 2019

LiRo Program and Construction Management, PE P.C.

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

Rocco Trotta

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



\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Title

26, March 2019

\_\_\_\_\_  
Date

## **Question 1**

**Affiliated entities of the proposer maintain the following additional offices:**

**New York City Office**  
One State Street Plaza  
28th Floor  
New York, NY 10004  
Tel: 212-563-0280  
Fax: 212-563-1841

**Buffalo Office**  
690 Delaware Avenue  
Buffalo, NY 14209  
Tel: 716-882-5476  
Fax: 716-882-9640

**Mineola Office**  
235 East Jericho Turnpike  
Mineola, NY 11501  
Tel: 516-746-2350

**Queens Office**  
141-07 20th Avenue  
Suite 503  
Whitestone, NY 11357  
Tel: 718-445-5285

**Build It Back - Brooklyn**  
1380 Rockaway Pkwy  
Brooklyn, NY 11236  
Tel: 646-685-8600

**Brooklyn Office**  
703 Lorimer Street  
Brooklyn, NY 11211  
Tel: 718-782-0267

**Hicksville Office**  
100 Duffy Avenue, Suite 402  
Hicksville, NY 11801  
Tel: 516-595-2900

**Rochester Office**  
85 Allen Street  
Suite 300  
Rochester, NY 14608  
Tel: 585-287-8833

**New Jersey Office**  
101 Hudson Street, 21st Flr  
Jersey City, NJ 07302  
Tel: 732-409-6953

**Pennsylvania Office**  
538 Spruce Street, Suite 506  
Scranton, PA 18503  
Tel: 570-963-7713

**Connecticut Office**  
Soundview Plaza  
Suite 700R  
1266 E Main Street  
Stamford, CT 06902  
Tel: 203-992-4560

**Los Angeles Office**  
3435 Wilshire Blvd. Suite 2050  
Los Angeles, CA 90010  
Tel: 323-422-1638

**DiGiorgio Associates Inc.**  
**Monitor Builders Inc.**  
**DAI, Inc.**  
Main Office:  
528 Main Street  
Suite 3303  
Boston, MA 02129  
Tel: 617-723-7100

Satellite Office:  
500 Washington Avenue  
Portland, ME 04103  
Tel: 207-582-2400

**James, LaSala & Associates**  
761-80 Coates Avenue  
Holbrook, NY 11741  
Tel: 631-592-2600

**Question 4**

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

**Question 5**

Mr. Trotta has Direct or Indirect Common Ownership and Control of the following affiliated companies:

LiRo GIS, Inc.  
LiRo Architects + Planners, P.C.  
LiRo Architects & Engineers West, P.C.  
LiRo Architects & Engineers, P.C. (CT)  
LiRo Architects & Engineers, P.C. (PA)  
LiRo Program and Construction Management, Inc.  
LiRo Constructors, Inc.  
LiRo Engineers, Inc.  
RLT Engineering, Geology, and Land Surveying, P.C.  
James LaSala & Associates  
Monitor Builders, Inc.  
DAI, Inc.  
DiGiorgio Associates, Inc.

**Question 6**

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

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

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

**Sukhmany Construction**

On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukhmany Construction, Inc., in connection with work performed by Sukhmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukhmany Construction, Inc. Sukhmany Construction, Inc., misclassified its employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay \$8,846.50 to satisfy Sukhmany Construction, Inc., underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name Luis M. Tormenta  
Date of birth 02 02 1952  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 3 Aerial Way  
City/state/zip Syosset, NY 11791  
Telephone 516-938-5476  
Other present address(es) See attached  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer 09 / 29 / 06 Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ Chief Operating Officer 05 / 15 / 2000  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_;  
If Yes, provide details. See attached

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.



- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES X NO \_\_\_\_ If Yes; provide details for each such investigation. See attached.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

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

I, Luis M. Tormenta, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 22<sup>nd</sup> day of March 2019

Denise L. Muxo  
Notary Public

DENISE L. MUXO  
NOTARY PUBLIC, State of New York  
No. 01MU6051939  
Qualified in Suffolk County  
Commission Expires December 11, 2022

LiRo Program and Construction Management, PE P.C.

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

Luis M. Tormenta, PE

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

[Signature]  
Signature

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

\_\_\_\_\_  
Title

3 / 22 / 19  
Date

**Question 1**

Affiliated entities of the proposer maintain the following additional offices:

**New York City Office**  
One State Street Plaza  
28th Floor  
New York, NY 10004  
Tel: 212-553-0280  
Fax: 212-563-1841

**Buffalo Office**  
690 Delaware Avenue  
Buffalo, NY 14209  
Tel: 716-882-5476  
Fax: 716-882-9640

**Mineola Office**  
235 East Jericho Turnpike  
Mineola, NY 11501  
Tel: 516-748-2350

**Queens Office**  
141-07 20th Avenue  
Suite 803  
Whitestone, NY 11357  
Tel: 718-445-5295

**Build It Back - Brooklyn**  
1380 Rockaway Pkwy  
Brooklyn, NY 11236  
Tel: 646-885-8600

**Brooklyn Office**  
703 Lorimer Street  
Brooklyn, NY 11211  
Tel: 718-782-0267

**Hicksville Office**  
100 Duffy Avenue, Suite 402  
Hicksville, NY 11801  
Tel: 516-595-2900

**Rochester Office**  
85 Allen Street  
Suite 300  
Rochester, NY 14608  
Tel: 585-287-8833

**New Jersey Office**  
101 Hudson Street, 21st Flr  
Jersey City, NJ 07302  
Tel: 732-409-6953

**Pennsylvania Office**  
538 Spruce Street, Suite 506  
Scranton, PA 18503  
Tel: 570-963-7713

**Connecticut Office**  
Soundview Plaza  
Suite 700R  
1266 E Main Street  
Stamford, CT 06902  
Tel: 203-992-4560

**Los Angeles Office**  
3435 Wilshire Blvd. Suite 2050  
Los Angeles, CA 90010  
Tel: 323-422-1638

**DiGiorgio Associates Inc.**  
**Monitor Builders Inc.**  
**DAI, Inc.**

Main Office:  
529 Main Street  
Suite 3303  
Boston, MA 02129  
Tel: 617-723-7100

Satellite Office:  
500 Washington Avenue  
Portland, ME 04103  
Tel: 207-582-2400

**James, LaSala & Associates**  
761-80 Coates Avenue  
Holbrook, NY 11741  
Tel: 631-592-2600

**Question 5**

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

LiRo Program and Construction Management, PE P.C.

LiRo Architects + Planners, P.C

LiRo Architects & Engineers West, P.C

LiRo Architects & Engineers, P.C. (CT)

LiRo Architects & Engineers, P.C. (PA)

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

LiRo Engineers, Inc.

LiRo GIS, Inc.

RLT Engineering, Geology, and Land Surveying, P.C

Monitor Builders, Inc.

DAI, Inc.

DIGiorgio Associates, Inc.

**Question 6**

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

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

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

**Sukhmany Construction**

On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukhmany Construction, Inc., in connection with work performed by Sukhmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukhmany Construction, Inc. Sukhmany Construction, Inc., misclassified its employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay \$8,846.50 to satisfy Sukhmany Construction, Inc., underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name Lawrence H. Blond  
Date of birth 02 02 1952  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 3 Aerial Way  
City/state/zip Syosset, NY 11791  
Telephone 516-938-5476  
Other present address(es) See attached  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ Senior Vice President 09 / 01 / 06  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_;  
If Yes, provide details. Officer of LiRo Engineers, Inc., LiRo GIS, Inc., Monitor Builders, Inc., RLT Engineering, Geology and Land Surveying, P.C., LiRo Program and Construction Management, Inc. and LiRo Constructors, Inc.

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

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

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES X NO \_\_\_\_ If Yes; provide details for each such investigation. See attached.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

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

I, Lawrence H. Blond, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 22 day of March 2019

Joann Henzey  
Notary Public

JOANN HENZEY  
Notary Public, State of New York  
No. 01HE5057913  
Qualified in Suffolk County  
Commission Expires May 6, 2022

LiRo Program and Construction Management, PE P.C.

Name of submitting business

Lawrence H. Blond, PE

Print name

[Signature]  
Signature

Senior Vice President & General Manager

Title

3 / 22 / 19  
Date



**Question 1:**

**Affiliated entities of the proposer maintain the following additional offices:**

**New York City Office**

One State Street Plaza  
28th Floor  
New York, NY 10004  
Tel: 212-563-0280  
Fax: 212-563-1841

**Buffalo Office**

690 Delaware Avenue  
Buffalo, NY 14209  
Tel: 716-882-5476  
Fax: 716-882-9640

**Mineola Office**

235 East Jericho Turnpike  
Mineola, NY 11501  
Tel: 516-746-2350

**Queens Office**

141-07 20th Avenue  
Suite 503  
Whitestone, NY 11357  
Tel: 718-445-5295

**Build It Back - Brooklyn**

1380 Rockaway Pkwy  
Brooklyn, NY 11236  
Tel: 646-685-8600

**Brooklyn Office**

703 Lorimer Street  
Brooklyn, NY 11211  
Tel: 718-782-0267

**Hicksville Office**

100 Duffy Avenue, Suite 402  
Hicksville, NY 11801  
Tel: 516-595-2900

**Rochester Office**

85 Allen Street  
Suite 300  
Rochester, NY 14608  
Tel: 585-287-8833

**New Jersey Office**

101 Hudson Street, 21st Flr  
Jersey City, NJ 07302  
Tel: 732-408-8953

**Pennsylvania Office**

538 Spruce Street, Suite 606  
Scranton, PA 18503  
Tel: 870-963-7713

**Connecticut Office**

Soundview Plaza  
Suite 700R  
1266 E Main Street  
Stamford, CT 06902  
Tel: 203-992-4560

**Los Angeles Office**

3435 Wilshire Blvd. Suite 2050  
Los Angeles, CA 90010  
Tel: 323-422-1638

**DiGiorgio Associates Inc.**

Monitor Builders Inc.  
DAI, Inc.

Main Office:

529 Main Street  
Suite 3303  
Boston, MA 02129  
Tel: 617-723-7100

Satellite Office:

500 Washington Avenue  
Portland, ME 04103  
Tel: 207-582-2400

**James, LaSala & Associates**

761-80 Coates Avenue  
Holbrook, NY 11741  
Tel: 631-592-2600

## **Question 10**

### **NYCHA Roofing**

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

### **Sukmany Construction**

On or about March 29, 2016 LIRO Program and Construction Management, PE P.C. ("LIRO") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukmany Construction, Inc., in connection with work performed by Sukmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LIRO provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LIRO awarded subcontracts to Sukmany Construction, Inc. Sukmany Construction, Inc., misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LIRO agreed to pay \$8,846.50 to satisfy Sukmany Construction, Inc., underpayment obligation. LIRO acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LIRO's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LIRO was not responsible for the payment of any penalty. This matter is closed.

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Michael Burton  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 3 Aerial Way  
City/state/zip Syosset, NY 11791  
Telephone 516-938-5476  
Other present address(es) See attached  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ Senior Vice President 03 / 16 / 09  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_  
If Yes, provide details. See attached

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES X NO \_\_\_\_ If Yes; provide details for each such investigation. See attached
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

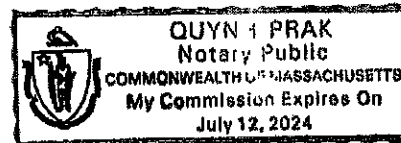
**CERTIFICATION**

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

I, Michael Burton, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27<sup>th</sup> day of March 2019

  
Notary Public



LiRo Program and Construction Management, PE P.C

Name of submitting business

Michael Burton, PE

Print name

  
Signature

Senior Vice President

Title

03 / 27 / 2019  
Date

## **Question 1**

**Affiliated entities of the proposer maintain the following additional offices:**

**New York City Office**  
One State Street Plaza  
28th Floor  
New York, NY 10004  
Tel: 212-563-0260  
Fax: 212-563-1841

**Buffalo Office**  
690 Delaware Avenue  
Buffalo, NY 14209  
Tel: 716-882-5476  
Fax: 716-882-9840

**Minneapolis Office**  
235 East Jericho Turnpike  
Minneapolis, NY 11501  
Tel: 516-746-2350

**Queens Office**  
141-07 20th Avenue  
Suite 503  
Whitestone, NY 11357  
Tel: 718-446-5295

**Build It Back - Brooklyn**  
1390 Rockaway Pkwy  
Brooklyn, NY 11238  
Tel: 846-685-8600

**Brooklyn Office**  
703 Lorimer Street  
Brooklyn, NY 11211  
Tel: 718-782-0267

**Hicksville Office**  
100 Duffy Avenue, Suite 402  
Hicksville, NY 11801  
Tel: 516-595-2900

**Rochester Office**  
85 Allen Street  
Suite 300  
Rochester, NY 14608  
Tel: 585-267-8833

**New Jersey Office**  
101 Hudson Street, 21st Flr  
Jersey City, NJ 07302  
Tel: 732-409-8953

**Pennsylvania Office**  
538 Spruce Street, Suite 606  
Scranton, PA 18503  
Tel: 570-963-7713

**Connecticut Office**  
Soundview Plaza  
Suite 700R  
1266 E Main Street  
Stamford, CT 06902  
Tel: 203-992-4560

**Los Angeles Office**  
3435 Wilshire Blvd. Suite 2050  
Los Angeles, CA 90010  
Tel: 323-422-1638

**DIGiorgio Associates Inc.**  
**Monitor Builders Inc.**  
**DAI, Inc.**  
Main Office:  
529 Main Street  
Suite 3303  
Boston, MA 02129  
Tel: 617-723-7100

Satellite Office:  
500 Washington Avenue  
Portland, ME 04103  
Tel: 207-582-2400

**James, LaSala & Associates**  
761-80 Coates Avenue  
Holbrook, NY 11741  
Tel: 631-592-2600

**Question 5**

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

LIRO GIS, Inc.  
LIRO Architects + Planners, P.C  
LIRO Architects & Engineers West, P.C  
LIRO Architects & Engineers, P.C. (CT)  
LIRO Architects & Engineers, P.C. (PA)  
LIRO Program and Construction Management, Inc.  
LIRO Constructors, Inc.  
LIRO Engineers, Inc.  
RLT Engineering, Geology, and Land Surveying, P.C  
Monitor Builders, Inc.

**Question 6**

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

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

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

**Sukhmany Construction**

On or about March 29, 2016 LIRO Program and Construction Management, PE P.C. ("LIRO") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukhmany Construction, Inc., in connection with work performed by Sukhmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LIRO provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LIRO awarded subcontracts to Sukhmany Construction, Inc. Sukhmany Construction, Inc., misclassified its employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LIRO agreed to pay \$8,846.50 to satisfy Sukhmany Construction, Inc., underpayment obligation. LIRO acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LIRO's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LIRO was not responsible for the payment of any penalty. This matter is closed.



## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name Michael Bailey  
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) See attached  
City/state/zip                       
Telephone                       
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President     /    /     Treasurer     /    /      
Chairman of Board     /    /     Shareholder     /    /      
Chief Exec. Officer     /    /     Secretary     /    /      
Chief Financial Officer     /    /     Partner     /    /      
Vice President     /    /     Senior Vice President 05/23/2014  
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES      NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES      NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO      ;  
If Yes, provide details. Officer of LIRO Engineers, Inc., RLT Engineering, Geology and Land Surveying, P.C., and LIRO GIS, Inc.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES X NO \_\_\_\_ If Yes; provide details for each such investigation. See attached.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

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

I, Michael Bailey, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 22<sup>nd</sup> day of March 2019

Denise L. Muxo  
Notary Public

DENISE L. MUXO  
NOTARY PUBLIC, State of New York  
No. 01MU8051939  
Qualified in Suffolk County  
Commission Expires December 11, 2022

LiRo Program and Construction Management, PE P.C

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

Michael Bailey, PE

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

[Signature]  
Signature

Senior Vice President  
Title

3 / 22 / 19  
Date

**Affiliated entities of the proposer maintain the following additional offices:**

**New York City Office**  
One State Street Plaza  
28th Floor  
New York, NY 10004  
Tel: 212-563-0280  
Fax: 212-563-1841

**Buffalo Office**  
690 Delaware Avenue  
Buffalo, NY 14209  
Tel: 716-882-5476  
Fax: 716-882-9640

**Mineola Office**  
236 East Jericho Turnpike  
Mineola, NY 11501  
Tel: 516-746-2360

**Queens Office**  
141-07 20th Avenue  
Suite 503  
Whitestone, NY 11357  
Tel: 718-445-6295

**Build It Back - Brooklyn**  
1380 Rockaway Pkwy  
Brooklyn, NY 11236  
Tel: 646-685-8600

**Brooklyn Office**  
703 Lorimer Street  
Brooklyn, NY 11211  
Tel: 718-782-0267

**Hicksville Office**  
100 Duffy Avenue, Suite 402  
Hicksville, NY 11801  
Tel: 516-595-2800

**Rochester Office**  
85 Allen Street  
Suite 300  
Rochester, NY 14608  
Tel: 585-287-8833

**New Jersey Office**  
101 Hudson Street, 21st Flr  
Jersey City, NJ 07302  
Tel: 732-409-6953

**Pennsylvania Office**  
536 Spruce Street, Suite 506  
Scranton, PA 18503  
Tel: 570-963-7713

**Connecticut Office**  
Soundview Plaza  
Suite 700R  
1266 E Main Street  
Stamford, CT 06902  
Tel: 203-992-4560

**Los Angeles Office**  
3435 Wilshire Blvd. Suite 2050  
Los Angeles, CA 90010  
Tel: 323-422-1638

**DiGiorgio Associates Inc.**  
**Monitor Builders Inc.**  
**DAI, Inc.**

**Main Office:**  
529 Main Street  
Suite 3303  
Boston, MA 02129  
Tel: 617-723-7100

**Satellite Office:**  
500 Washington Avenue  
Portland, ME 04103  
Tel: 207-682-2400

**James, LaSala & Associates**  
761-80 Coates Avenue  
Holbrook, NY 11741  
Tel: 631-692-2000

## **Question 10**

### **NYCHA Roofing**

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

### **Sukmany Construction**

On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukmany Construction, Inc., in connection with work performed by Sukmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukmany Construction, Inc. Sukmany Construction, Inc., misclassified its employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay \$8,846.50 to satisfy Sukmany Construction, Inc., 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.

### Business History Form

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

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

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

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

Date: 3/22/19

1) Proposer's Legal Name: LIRO Program and Construction Management, PE P.C.

2) Address of Place of Business: 3 Aerial Way, Syosset, NY 11791

List all other business addresses used within last five years: See attached

3) Mailing Address (if different): \_\_\_\_\_

Phone : 516-938-5476

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 118228840

5) Federal I.D. Number: 11-3205660

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation X Other (Describe) Professional Corporation

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes X No \_\_\_\_\_ If Yes, please provide details: LIRO Program and Construction Management, PE P.C. shares office space, staff, and equipment expenses with its affiliates: LIRO Architects + Planners, PC and LIRO Engineers, Inc. and LIRO GIS, Inc.

8) Does this business control one or more other businesses? Yes X No \_\_\_\_\_ If Yes, please provide details: Monitor Builders is a Subsidiary.

- 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 forfeited, or a contract with Nassau County or any other government entity terminated? Yes      No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).
- 
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes      No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes      No X If Yes, provide details for each such investigation.
- 
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes X No      If Yes, provide details for each such investigation. See attached
- 
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? 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

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

To the best of our knowledge

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

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

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

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

17) Conflict of Interest:

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

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

No Conflict Exists, to the best of our knowledge

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

No Conflict Exists, to the best of our knowledge

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

No Conflict Exists, to the best of our knowledge

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

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

Rev. 3-2016

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

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

- i) Date of formation;
  - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
  - iii) Name, address and position of all officers and directors of the company;
  - iv) State of Incorporation (if applicable);
  - v) The number of employees in the firm;
  - vi) Annual revenue of firm;
  - vii) Summary of relevant accomplishments
  - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business. See attached.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. See attached.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company New York State Office of Parks, Recreation, and Historic Preservation

Contact Person Stephen McCorkell, RIA

Address 625 Broadway

City/State Albany, NY 12207

Telephone (518) 474-1352

Fax # n/a

E-Mail Address Stephen.McCorkell@parks.ny.gov

\_\_\_\_\_

Company Dormitory Authority, State of New York

Contact Person Stephen Curro, PE/Managing Director of Construction

Address One Penn Plaza, 52nd Floor

City/State New York, NY 10119

Telephone 518-257-3271

Fax # n/a

E-Mail Address scurro@dasny.org

---

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

Contact Person Richard Lenz, Commissioner

Address 150 Miller Place

City/State Syosset, NY 11791

Telephone 516-677-5935

Fax # 516-677-5878

E-Mail Address rlenz@oysterbay-ny.gov

**CERTIFICATION**

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

I, Luis M. Tormenta, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 22<sup>nd</sup> day of March 2019

Denise L. Muxo  
Notary Public

DENISE L. MUXO  
NOTARY PUBLIC, State of New York  
No. 01MU6051039  
Qualified in Suffolk County  
Commission Expires December 11, 2022

Name of submitting business: LIRO Program and Construction Management, PE P.C.

By: Luis M. Tormenta, PE

Print name

Signature

Chief Executive Officer

Title

3, 22, 19  
Date

**Affiliated entities of the proposer maintain the following additional offices:**

**New York City Office**  
One State Street Plaza  
28th Floor  
New York, NY 10004  
Tel: 212-563-0280  
Fax: 212-563-1841

**Buffalo Office**  
690 Delaware Avenue  
Buffalo, NY 14209  
Tel: 716-882-5476  
Fax: 716-882-9640

**Mineola Office**  
235 East Jericho Turnpike  
Mineola, NY 11501  
Tel: 516-746-2350

**Queens Office**  
141-07 20th Avenue  
Suite 503  
Whitestone, NY 11357  
Tel: 718-445-5295

**Build It Back - Brooklyn**  
1380 Rockaway Pkwy  
Brooklyn, NY 11236  
Tel: 846-685-8600

**Brooklyn Office**  
703 Lorimer Street  
Brooklyn, NY 11211  
Tel: 718-782-0267

**Hicksville Office**  
100 Duffy Avenue, Suite 402  
Hicksville, NY 11801  
Tel: 516-595-2900

**Rochester Office**  
85 Allen Street  
Suite 300  
Rochester, NY 14608  
Tel: 585-287-8833

**New Jersey Office**  
101 Hudson Street, 21st Flr  
Jersey City, NJ 07302  
Tel: 732-409-6953

**Pennsylvania Office**  
538 Spruce Street, Suite 508  
Scranton, PA 18503  
Tel: 570-963-7713

**Connecticut Office**  
Soundview Plaza  
Suite 700R  
1266 E Main Street  
Stamford, CT 06902  
Tel: 203-992-4560

**Los Angeles Office**  
3435 Wilshire Blvd. Suite 2050  
Los Angeles, CA 90010  
Tel: 323-422-1638

**DiGiorgio Associates Inc.**  
**Monitor Builders Inc.**  
**DAI, Inc.**

**Main Office:**  
529 Main Street  
Suite 3303  
Boston, MA 02129  
Tel: 617-723-7100

**Satellite Office:**  
500 Washington Avenue  
Portland, ME 04103  
Tel: 207-582-2400

**James, LaSala & Associates**  
761-80 Costes Avenue  
Holbrook, NY 11741  
Tel: 631-592-2800

## BUSINESS HISTORY FORM ATTACHMENT

**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 Architects + Planners, P.C. – Direct or Indirect Common Ownership and Control  
LiRo Architects & Engineers West, P.C. – Direct or Indirect Common Ownership and Control  
LiRo Architects & Engineers, P.C. (CT) – Direct or Indirect Common Ownership and Control  
LiRo Architects & Engineers, P.C. (PA) - Direct or Indirect Common Ownership and Control  
LiRo Program and Construction Management, Inc. - Direct or Indirect Common Ownership and Control  
LiRo Constructors, Inc. – Direct or Indirect Common Ownership and Control  
LiRo GIS, Inc.- Direct or Indirect Common Ownership and Control  
Monitor Builders, Inc. – Direct or Indirect Common Ownership and Control  
RLT Engineering, Geology, and Land Surveying, P.C. – Direct or Indirect Common Ownership and Control  
DAI, Inc. – Direct or Indirect Common Ownership and Control  
DiGiorgio Associates, Inc. - Direct or Indirect Common Ownership and Control  
James LaSala & Associates - Direct or Indirect 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.

### **Sukmany Construction**

On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukmany Construction, Inc., in connection with work performed by Sukmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukmany Construction, Inc. Sukmany Construction, Inc., misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay \$8,846.50 to satisfy Sukmany Construction, Inc., underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.



## ATTACHMENTS TO BUSINESS HISTORY FORM

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

Since 1983, The LiRo Group has grown from a local resident engineering and inspection company to a full-service program/construction management, engineering, architectural and environmental services firm. From the beginning, LiRo has placed a priority on direct, responsive communication with clients. Our commitment to working closely with clients at all project phases has played a significant role in our success – and that of our clients. It's also given us one of the industry's highest repeat business rates.

The LiRo Group is comprised of affiliate firms, which collectively offer our clients a comprehensive, multi-disciplined array of professional services covering a project from initial conceptual design through construction completion. The affiliate firms include: LiRo Program and Construction Management, PE, P.C., LiRo Engineers, Inc., and LiRo Architects + Planners, P.C. Together, The LiRo Group is one of New York's largest privately held engineering, architectural and construction management firms. With offices in New York, New Jersey and Connecticut, LiRo primarily serves public sector clients throughout the tri-state area.

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

- i. **Date of formation:** 1994
- ii. **Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner:**
  - a. Rocco L. Trotta, [REDACTED] Chairman and Sole Owner
- iii. **Name, address and position of all officers and directors of the company**
  - a. Rocco L. Trotta, [REDACTED] Chairman of the Board
  - b. Luis M. Tormenta, [REDACTED] CEO and Vice Chairman
  - c. Michael Burton, [REDACTED] SVP & Nat'l Operations Manager
  - d. Lawrence Blond, [REDACTED] SVP and General Manager
  - e. Michael Bailey, [REDACTED] SVP
- iv. **State of incorporation:** New York
- v. **The number of employees in the firm:** LiRo Program and Construction Management, PE P.C. - 271; The LiRo Group total - 940
- vi. **Annual revenue of the firm:** 2017 Gross Revenue = \$286,350,000
- vii. **Summary of relevant accomplishments:**
  - a. LiRo is headquartered in Syosset, NY, and continues to serve public and private sector clients ranging from villages and small companies to large state agencies. LiRo has the in-depth



experience required to effectively address the requirements and concerns of this project, and is uniquely qualified to provide the expertise necessary to address the goals of this project.

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

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

**B. Indicate the number of years in business: 23**

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

The LiRo Group's staff of 940 professionals includes 126 licensed Professional Engineers and 19 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.





**THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT**

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

LIRO PROGRAM & CONSTRUCTION MANAGEMENT PE PC  
ALFRED C BERECHÉ  
3 AERIAL WAY  
SYOSSET, NY 11791-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 01/01/2018 TO 12/31/2020,



*Maryellen Elia*  
MARYELLEN ELIA  
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER  
0014580

COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LiRo Program and Construction Management, PE P.C.

Address: 3 Aerial Way

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 11-3205660

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Professional Corporation ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Rocco L. Trotta, PE, [REDACTED]

Luis M. Tormenta, PE, [REDACTED]

Lawrence H. Blond, PE, [REDACTED]

Michael Burton, PE, [REDACTED]

Michael Bailey, PE, [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Rocco L. Trotta, PE, [REDACTED]

---

---

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

See attached

---

---

---

---

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

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

NO/NONE

---

---

---

---

---

---

Page 3 of 4

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

NO/NONE

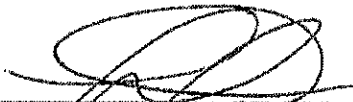
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NO/NONE

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

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

Dated: 3/22/19

Signed: 

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

**Page 4 of 4**

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.

**Response to Question 6:**

LIRO GIS, Inc.— Direct or Indirect Common Ownership and Control  
LIRO Architects + Planners, P.C. - Direct or Indirect Common Ownership and Control  
LIRO Architects & Engineers West, P.C. — Direct or Indirect Common Ownership and Control  
LIRO Architects & Engineers, P.C. (CT) — Direct or Indirect Common Ownership and Control  
LIRO Architects & Engineers, P.C. (PA) - Direct or Indirect Common Ownership and Control  
LIRO Program and Construction Management, Inc. - Direct or Indirect Common Ownership and Control  
LIRO Constructors, Inc. — Direct or Indirect Common Ownership and Control  
LIRO Engineers, Inc. - Direct or Indirect Common Ownership and Control  
RLT Engineering, Geology, and Land Surveying, P.C. — Direct or Indirect Common Ownership and Control  
James LaSala & Associates - Direct or Indirect Common Ownership and Control  
Monitor Builders, Inc. — Direct or Indirect Common Ownership and Control  
DAI, Inc. — Direct or Indirect Common Ownership and Control  
DiGiorgio Associates, Inc. — Direct or Indirect Common Ownership and Control

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

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Luis M. Tormenta, PE (Name)

3 Aerial Way, Syosset, NY 11791 (Address)

516-938-5476 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

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

---

---

---

---

---

---

---

---

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X has \_\_\_\_\_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor

relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

Please See Attached.

---

---

---

---

---

---

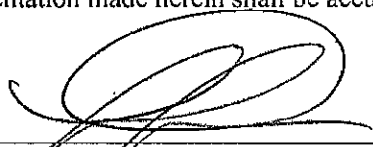
---

---

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

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

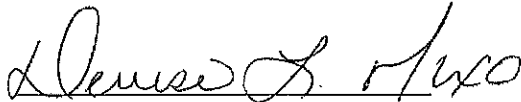
3/22/19  
Dated

  
Signature of Chief Executive Officer

Luis M. Tormenta, PE  
Name of Chief Executive Officer

Sworn to before me this

22<sup>nd</sup> day of March, 2019.

  
Notary Public

DENISE L. MUXO  
NOTARY PUBLIC, State of New York  
No. 01MU6051939  
Qualified in Suffolk County  
Commission Expires December 11, 2022



#### **Question 4**

##### **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.

##### **Sukmany Construction**

On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukmany Construction, Inc., in connection with work performed by Sukmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukmany Construction, Inc. Sukmany Construction, Inc., misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay \$8,846.50 to satisfy Sukmany Construction, Inc., 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.

### CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department") and (ii) LiRo Program and Construction Management, PE P.C. (the "Construction Manager" or "CM"), having its principal office at Three Aerial Way, Syosset, New York 11791 (the "Firm").

### WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires 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;

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

1. Term. This Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate twenty-six (26) months following the Commencement Date (the "Expiration Date"), unless sooner terminated or extended in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement is for Construction Management associated with the Phase 2 Interior Fit-Out of the Family and Matrimonial Court facility located at 101 County Seat Drive Mineola, New York 11501 (the "Services"). The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services" attached hereto and made a part hereof as "Exhibit A".

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

(c) For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to two and ten hundredths (2.10) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity on the principal's hourly rate times two and ten hundredths (2.10), exclusive of payroll taxes, insurance, and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy-five dollars (\$175.00).

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

- 1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and have been approved in advance by the Department.
- 2) Testing Laboratory Services, controlled inspections, and the like.
- 3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- 4) Prolog Software Licenses and support, if requested by the Department to use this proprietary information management system.
- 5) Reproduction of design development and construction document drawings, specification reports, and other documents. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.
- 6) Direct costs incurred in the relocation of the Firm's temporary field offices.
- 7) Commissioning services by an independent commissioning agent.
- 8) Other comparable expenses as approved by the Department.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule", attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Two Million Nine Hundred Fifty-Nine Thousand Seven Hundred Fifty Dollars (\$2,959,750.00).

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

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services 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 Contractor and any funding source including the County.

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

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations

and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

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

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

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

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

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

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

# Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

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

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

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the

required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

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

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE

under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

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

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

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

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

17. All Legal Provisions Deemed Included; Severability; Supremacy. (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.

(a) 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.

(b) 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.

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

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

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and

payable to the County by the Contractor upon signing this Agreement.

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

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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

[Remainder of Page Intentionally Left Blank.]



IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

LIRO PROGRAM AND CONSTRUCTION MANAGEMENT PE, P.C.

By: 

Name: Lawrence H. Blond, P.E.

Title: Senior Vice President and General Manager

Date: May 31, 2019

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.: COUNTY OF NASSAU )

On the 31st day of May in the year 2019 before me personally came Lawrence H. Blond to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Sr. Vice President/General Manager of LiRo Program and Construction Management, PE P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



JOANN HENZEY  
Notary Public, State of New York  
No. 01HE5057913  
Qualified in Suffolk County  
Commission Expires May 6, 2022

STATE OF NEW YORK)

)ss.: COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor,

listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

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

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

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

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

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

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Luis M. Tormenta, PE (Name)

3 Aerial Way, Syosset, NY 11791 (Address)

516-938-5476 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X has \_\_\_\_\_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor

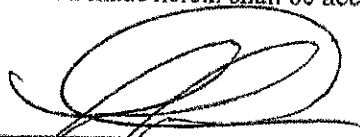
relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

Please See Attached.

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

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

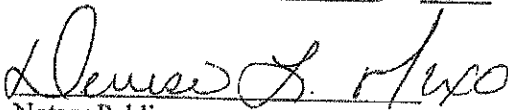
3/22/19  
Dated

  
\_\_\_\_\_  
Signature of Chief Executive Officer

Luis M. Tormenta, PE  
Name of Chief Executive Officer

Sworn to before me this

22<sup>nd</sup> day of March, 2019.

  
Notary Public

DENISE L. MUXO  
NOTARY PUBLIC, State of New York  
No. 01MU6051939  
Qualified in Suffolk County  
Commission Expires December 11, 2022



#### **Question 4**

##### **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.

##### **Sukhmany Construction**

On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukhmany Construction, Inc., in connection with work performed by Sukhmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukhmany Construction, Inc. Sukhmany Construction, Inc., misclassified its employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay \$8,846.50 to satisfy Sukhmany Construction, Inc., 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.

## EXHIBIT "A"

## DETAILS SCOPE OF SERVICES

1. Introduction:

The County intends to renovate the existing office building, located at 101 County Seat Drive, Garden City, New York to house the Family and Matrimonial Courts (the "Project") and has engaged the services of an architect and engineering firm to prepare construction documents for the Project. The existing vacant office building is approximately 250,000 gross square feet, with 3 stories above grade and one below grade. In Phase 1 of the project, the shell of the building was replaced, and for the most part, is to remain and be protected throughout Phase 2 construction. The scope of the Phase 2 renovation includes, but is not limited to site improvements and extensive re-construction of the architectural, structural, mechanical, electrical, plumbing, fire protection and security systems. The building sits on a roughly 21-acre site which includes an approximately 1,500 space parking lot, which is (and will be) roughly 50% utilized by the adjacent Supreme Court throughout construction and will require close coordination.

2. Scope of Services: The County requires the Construction Manager (CM) to provide consulting, construction and post-construction phase services. Nothing contained in this Agreement however, shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; perform any task, function, or activity, which is properly that of the Architect. The scope of services to be performed by the CM is summarized below.

## 2.1 Construction Phase Services

- 2.1.1 Commencement and Duration – The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the project in its entirety by the County. The construction phase is scheduled for twenty-four (24) months. Additionally, one (1) month each, should be added before and after construction for pre-construction and post-construction, respectively.
- 2.1.2 General Construction Administration – The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the project, including scheduling of the Work and coordination of the Construction Contract (CC), and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the other site users and general public. Coordinate the installation of County-furnished material, equipment and furniture with the work of the CC. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.
- 2.1.3 Site Conditions – As portions of the work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County's representatives and the Architect, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County and the Architect to devise appropriate modifications to the Contract Documents.

A NYS DEC Certified Erosion & Sedimentation Control Inspector (E&S Inspector) shall be on staff (or retained) to verify compliance with the Project's Storm Water Pollution Prevention Plan (SWPPP). The designated E&S Inspector shall check all SWPPP

components for compliance with the protection plan, maintain paperwork on site as required, review site conditions after each storm event, and direct the CC to correct deficiencies. All actions shall be photographically documented.

- 2.1.4 Quality Assurance – The CM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of each CC with respect to conformance to the Construction Documents. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall promptly notify the County's representatives, Architect, and CC, as applicable, of defective, deficient and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.
- 2.1.5 Scheduling – The CC shall prepare the Master Construction Schedule (baseline) and monthly updates. This Schedule shall be prepared using the critical path method and Primavera P6 (or later version) software as approved, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The schedule shall be cost and resource loaded by the CC. The CM is responsible for monitoring the accuracy and completeness of the CPM Schedule, to review the Baseline and updates, provide analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule. The CM is responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review in a timely manner as per contract specifications. Upon approval of the baseline and subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC, and shall provide information to the PM for integration to and updating of the Program Master Schedule and shall discuss and agree upon recovery steps with the Program Manager.
- 2.1.6 Cash Flow Forecast – With the cooperation of the CC, the CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast.
- 2.1.7 Monitor Progress – Monitor the progress of each CC's work and prepare written daily reports documenting the type and location of work performed, each contractor's labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC contract, to ensure that the CC workforce is sufficient and the Work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Architect, or others, bring such matters promptly to the attention of the County for resolution.
- 2.1.8 Information Management System – Implement an information management system to track and update the status of all pertinent project information, including CM's daily reports. Develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment

requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained for a period of six (6) years after completion of services. At the County's option, the CM may be granted access to the County's Prolog® software for use in the document management (an allowance is included in the fee proposal for Prolog® software licenses and support). The CM shall track all drawings, CC submittals, meeting minutes, requests for information, supplementary bulletins, change orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well-organized and the information maintained current at all times. The CM shall receive the CC's submittals such as shop drawings, product data, and samples; promptly review them for completeness and responsiveness; log and finally distribute them to the Architect for review and approval; with 48 hours of receipt by the CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Architect, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC.

- 2.1.9 CC Payments – Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payment prepared by the CC. CM shall correlate CC's payment requests with the progress of the Work, and take into account any deficiencies the Work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County that, to the best of the CM's knowledge, information and belief, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. In addition, the CM shall track payments to the CC, document construction expenditures, and assist the County with documentation for requests for grants and/or State Aid.
- 2.1.10 Meetings – Schedule and conduct regular weekly meetings with the CC, the Architect, the County' representatives, and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related to the Project. The CM shall also attend weekly meetings with the County's representatives and/or Architect. Prepare and timely distribute meeting minutes and agenda. Special meeting will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.
- 2.1.11 Reporting – The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, no later than the 10<sup>th</sup> day of the following month. Such reports shall include the following information at a minimum:
  - A. Executive Summary
  - B. Progress Narrative – supported by photographs and the project schedule updated to show progress
  - C. Issues Report – Report on all critical and important issues, which require the attention of the County
  - D. Change Orders – log of the status of change orders (e.g., potential, proposed, pending, processed)
  - E. CC Payment Summary – include a discussion of variances between amounts paid to date and the cash flow forecast
  - F. Budget Report
  - G. Log of Non-conforming or deficient work

- H. Attachments – attach all photographs, logs, reports, etc. which are germane to the Issues Report.
- 2.1.12 Safety – The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC and the designated Nassau County Project Manager. The CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the Work of the CC, since these are solely the CC's responsibility. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. The CM shall implement (or direct the CC to implement) any additional safety measures as deemed necessary. CM's effort shall include the following:
- A. CM will review the CC Health and Safety program and inform the Department's Project Manager of its adequacy.
  - B. CM's Safety Office shall visit the site once per week, review the working conditions with the CC's designated site safety representative and provide a written report to NCDPW (copying the contractor and other project participants) within twenty-four (24) hours of the field visit. The report shall identify any and all shortcomings and will follow up on any reported incidents.
  - C. CM shall prominently post signage requiring that all visitors must check in with the Construction Manager before entering the site. CM shall maintain a log of all visitors and shall ensure that visitors wear the proper PPE during any such visit.
  - D. CM shall attend CC's toolbox meetings to verify that these are being held and ensure that the CC adequately documents attendance. A copy of the toolbox meeting agenda and sign-in will be kept for the Project record.
  - E. In the event of an accident the CM shall submit to the Department within twenty-four (24) hours a preliminary report and final report within two (2) weeks. The final report will include additional safety measures to help prevent a reoccurrence.
  - F. CM's weekly safety reports shall be reviewed and discussed at all jobsite progress meetings. Discussion shall focus on correction of any deficiencies as well as safety during upcoming work on the look-ahead schedule.
  - G. Administer the CC's compliance with 10-hour OSHA training requirements and ensure site safety orientation is provided for all construction workers employed on the project.
- 2.1.13 Changes – The CM shall review all Supplementary Bulletins prepared by the Architect prior to their issuance, prepare cost estimates, review CC's proposals and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope of and reason for the changed work. Evaluate CC's proposed adjustment to contract price and time, and assist the County in negotiating Change Orders. Where changes are or may be the result of the Architect's error or omission, the CM shall confidentially inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, supplementary Bulletins, Proposals and Change Orders.
- 2.1.14 Partial Occupancy and Beneficial Use – The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County, and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Architect of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work and monitor the completion/correction.

- 2.1.15 Field Office -The CM shall provide, maintain and subsequently remove its own temporary offices, during the construction phase. All CM's office equipment and supplies, including, but not limited to, telephones, computers (with software and high speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained and subsequently removed by the CM, and the cost of same is included in the CM's Fee.

## 2.2 Construction and Post-Construction Phase Services

- 2.2.1 Contract Closeout – Conduct final inspections of the completed project with the Architect and County and assist the Architect, who will prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the contractors and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verifies, as-built drawings to the Architect for the preparation of record drawings. Schedule and record/document the training of County personnel with respect to the operation and maintenance of building components and systems. Contract closeout is scheduled to be completed in one (1) month following the completion of the construction phase.
- 2.2.2 CC Claims and Disputed Work – The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Architect for interpretation. Confer with the Architect, and advise the County on the quantum and merits of each claim and/or recommended resolution of each dispute. At the County's request, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Architect's determination, where applicable.

## 2.3 Additional Services

- 2.3.1 Extended Construction and/or Post-Construction Phase Services: The CM shall provide hourly rates for all staff assigned to the project. The hourly rates shall include all costs, including overhead and profit. These rates shall be the sole basis for additional compensation for extended construction and/or post construction phase staffing services. Notwithstanding the above, however, the CM shall not perform any such extended construction and/or post-construction phase services without the County's express written consent.

## EXHIBIT "B"

## PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

## A. CONSTRUCTION AND POST-CONSTRUCTION PHASE SERVICES

In consideration of all construction phase and post-construction phase services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed Two Million Eighty-Two Thousand Four Hundred Fifty-Nine Dollars (\$2,082,459.00). The Firm shall be compensated for such services by an amount equal to two and ten-hundredths (2.10) times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and ten-hundredths (2.10), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy-five dollars (\$175.00) per hour. Rate increases (annual or otherwise) are subject to approval by the Commissioner of Public Works.

## B. TEMPORARY FIELD OFFICE

The Firm shall be paid an amount of Eighty-Four Thousand Dollars (\$84,000.00), for the provision, maintenance and subsequent removal of its properly equipped temporary field office. The Firm shall bill the County for the temporary field office, an amount of Thirty-Five Hundred dollars (\$3,500.00) monthly, for a period of up to 24 months. The Firm must obtain the written approval of the Commissioner of Public Works, before any additional/extended temporary field office costs are incurred by the County. After the first 24 months, extended temporary field office costs, if authorized, shall be billed at Thirty-Five Hundred dollars (\$3,500.00) monthly.

## C. EXTRA SERVICES AND REIMBURSABLE EXPENSES

1. Prolog® Licenses and Support – the Firm shall be reimbursed for the actual cost of licenses and technical support incurred in connection with the use of Prolog® Manager Software. Invoices must be substantiated by bills and payment records.
2. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.
3. Relocation of Temporary Field Office – the Firm shall be reimbursed for the actual cost incurred in connection with relocating its temporary field office. Invoices must be substantiated by bills and payment records.
4. Other Reimbursable Expenses – the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.
5. Extra Services – the Firm shall be reimbursed the actual cost incurred in connection with extra services. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.
6. The total amount of reimbursable expenses shall not exceed Seven Hundred Ninety-Three Thousand Two Hundred Ninety-One Dollars (\$793,291.00).

## REQUEST TO INITIATE

RTI Number 18-0135

## REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: CM Services - Family and Matrimonial Courts, Phase IIDepartment: Public Works Project Manager: Joseph Amerigo Date: April 17, 2018Service Requested: Construction Management Services

Justification: This project is mandated by New York State Court Facilities Act, Chapter 825 (1987) and involves the fit out the interior of the Family and Matrimonial Court building at 101 County Seat Drive, Mineola to make it suitable for court occupancy. The services of a construction manager are required to administer the construction contract and schedule requirements of the project.

Requested by: Department of Public WorksProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$3,350,000  
Circle appropriate phaseTotal Project Cost: \$136.5M  
Includes, design, construction and CMDate Start Work: 4/17/18 (RFP)  
Phase being requestedDuration: 24 months (construction)  
Phase being requestedCapital Funding Approval: YES ☐ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):  
See Attached Sheet if multiyear ☐90632NIFS Entered: df  
SIGNATURE DATEAIM Entered: Deanna Funk 5-4-18  
SIGNATURE DATEFunding Code: 90632-002  
use this on all encumbrancesTimesheet Code: 18-0135  
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation

Department Head Approval: YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval: YES ☒ NO ☐

SIGNATURE

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

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. AECOM	\$4,024,768.63		
2. LiRo	\$2,366,459.00		
3. Arcadis	\$3,976,466.30		
4. Elite/KSE	\$3,229,753.86		
5. STV	non-responsive		
DCE/Ops Approval:	YES NO	Signature	

Version January 2014

6. Skanska	\$2,397,310.00
7. Hudson	\$3,944,988.00
8. Nickel	\$2,440,900.00



COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

**TO:** Office of the County Executive  
Attn: Brian Schneider, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** January 4, 2019

**SUBJECT:** Nassau County Family and Matrimonial Court – Phase 2  
101 County Seat Drive, Mineola, NY  
Recommendation of Firm for Construction Management Services

The Nassau County Department of Public Works (NCDPW) desires to procure Construction Management (CM) services including pre-construction phase, construction phase and post-construction phase services, relating to renovations of the existing +/- 250,000 square foot office building, located at 101 County Seat Drive, Garden City, NY, to house the N.C. Family and Matrimonial Courts. This Phase 2 work will include (but is not limited to), site improvements and extensive interior re-construction of architectural, structural, mechanical, electrical, plumbing, fire protection, fire alarm and security systems.

A written request for proposals was issued on July 13, 2018. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on the NY State Contract Reporter (an industry website), and via email to interested parties by publication on the County procurement website (eProcure). Forty-Two (42) Firms viewed the notice. Proposals were due on August 10, 2018.

The Department received responses from eight (8) firms.

The technical proposals were evaluated by the Technical Review Committee (TRC) made up of Rakhal Maitra, Deputy Commissioner, Valiant Yeung, Architect III, Joseph Amerigo, Civil Engineer II, and Robert LaBaw, Architect IV, Project Manager.

The outcome of the technical proposal rating concluded with two (2) firms, AECOM USA, Inc. (AECOM) and LiRo Program and Construction Management, PE P.C. (LiRo), being evaluated in a statistical tie.

In accordance with established Department procedures, both firms were invited to interviews with the TRC. During the interviews, the firms presented their overall concepts for managing the project, issues they could contemplate arising during the construction, and lessons learned from other similar projects. Both firms were asked identical questions from a questionnaire prepared by the TRC.

Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

January 4, 2019

Page 2

**SUBJECT:** Nassau County Family and Matrimonial Court – Phase 2  
101 County Seat Drive, Mineola, NY  
Recommendation of Firm for Construction Management Services

After the interview process concluded, the cost proposals from all the responsive firms were subsequently opened. The following table compares the firms:

FIRM NAME	TECH RANK	SCORE	MULT.	PROPOSED FEE	ADJUSTED FEE	ADJUSTED FEE WITH CONTINGENCY (20%)
AECOM	1	91.50	2.25	\$4,024,768.63	\$3,899,345.30*	\$4,679,214.36
LiRo	2	91.25	2.10	\$2,366,459.00	\$2,466,459.00**	\$ 2,959,750.80
STV	3	86.00	***	***		
Arcadis	4	85.50	2.30	\$3,976,466.30		
Elite/KSE	5 (tie)	82.75	2.35	\$3,229,753.86		
Skanska	5 (tie)	82.75	2.75	\$2,397,310.00		
Hudson	7	78.50	2.50	\$3,944,988.80		
Nickel	8	72.25	0.7065	\$2,440,900.00		

\* The adjusted fee represents costs associated with a "Constructability Review" subtracted from the proposal, as these services will be provided by "others" prior to retaining the Construction management firm.

\*\* The adjusted fee represents anticipated costs associated with "Building Commissioning Services" added to the proposal.

\*\*\* The Firm did not complete the provided cost proposal sheet and was considered non-responsive to the RFP.

AECOM, the top-rated firm, technical basis, indicated that their proposed staff had been involved in other Court projects. The TRC's opinion, however, AECOM placed more emphasis on the pre-construction phase of the work and the overall project management and placed less importance on the inspection of the work.

LiRo, the second technical rated firm, demonstrated that the firm has significant experience in similar projects, including the construction management associated with Phase 1 of this project. The LiRo management team includes a very qualified Project Manager, a Resident Engineer well versed in Nassau County procedures, and an impressive Scheduler. The firm demonstrated a balanced approach with an emphasis on inspections, testing, commissioning, and safety.

The TRC recommends that the LiRo proposal, a technically high rated firm offering a low adjusted fee for a total contract amount of **Two Million Nine Hundred Fifty-Nine Thousand Seven Hundred Fifty Dollars (\$2,959,750.00)** is the best value to the County and shall be retained to provide professional construction management services associated with the Nassau County Family and Matrimonial Court – Phase 2 Project.

Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive  
January 4, 2019  
Page 3

**SUBJECT:** Nassau County Family and Matrimonial Court – Phase 2  
101 County Seat Drive, Mineola, NY  
Recommendation of Firm for Construction Management Services

We are requesting authorization to use Department Agreement Number B90632-02M with LiRo Program and Construction Management, PE P.C. to provide professional construction management services for the work associated with the construction of the Nassau County Family and Matrimonial Court – Phase 2, 101 County Seat Drive, Mineola, NY.

Funding for the professional services is available under capital project 90632, Family and Matrimonial Court.

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



Kenneth Arnold  
Commissioner


KA:RM:jm

Attachments

c: Rakhal Maitra, Deputy Commissioner  
Roseann D'Alleva, Deputy Commissioner  
Jane Houdek, Public Works Attorney  
Joseph Amerigo, Civil Engineer II  
Robert LaBaw, Architect IV

APPROVED:

DISAPPROVED:

 1/14/19  
Date  
Brian J. Schneider  
Deputy County Executive

\_\_\_\_\_  
Date  
Brian J. Schneider  
Deputy County Executive

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

**TO:** Joseph Amerigo, Civil Engineer II

**FROM:** Office of the Commissioner

**DATE:** March 25, 2019

**SUBJECT:** CSEA Sub-Contracting Approval  
**C18-044** – Proposed Contract Number B90632-02M  
CM Services-Family and Matrimonial Courts, Phase II

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as **C18-044**.

Please prepare the necessary documentation to proceed with your work.

If you have any questions, please speak with Jonathan Lesman.



Roseann D'Alleva  
Deputy Commissioner

RD:las

c: Rakhal Maitra, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Robert Labaw, Architect IV  
Jonathan Lesman, Management Analyst II



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

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

**FROM:** Department of Public Works

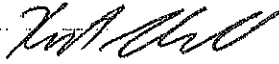
**DATE:** April 24, 2018

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Proposed Contract No: B90632-02M  
CM Services – Family and Matrimonial Courts, Phase II

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: Provide construction management, inspection, scheduling and general contract administration services in connection with the Family and Matrimonial Courts, Phase II – Interior Fit-out..
2. The work involves the following: Professional Construction Management Services. This is a large, complex, time-sensitive project. Due to required technical expertise, this intensive effort exceeds the abilities of DPW staff to perform.
3. An estimate of the cost is: \$3,350,000
4. An estimate of the duration is: Two (2) years

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, Commissioner, telephone 1-9607, fax 1-9657.

  
Kenneth G. Arnold  
Commissioner

KGA:RM:ss

c: Christopher Nicolino, Deputy Director, Office of Labor Relations  
Rakhal Maitra, Deputy Commissioner  
William S. Nimmo, Deputy Commissioner  
Christopher Yansick, Unit Head, Financial Services Unit  
Diane Pyne, Unit Head, Human Resources Unit  
Robert Labaw, Architect IV, Project Manager  
Joseph Amerigo, Civil Engineer II  
Loretta V. Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II  
Brent Chow, David Posner, Jacobs



**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.

Lawrence H. Blond, PE

Name and Title of Authorized Representative

m/d/yy

Signature

3/22/19  
Date

LiRo Program and Construction Management, PE P.C.

Name of Organization

3 Aerial Way, Syosset, NY 11791

Address of Organization



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2019

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

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

**PRODUCER**  
Alliant Insurance Services, Inc.  
333 Earle Ovington Blvd  
Suite 700  
Uniondale NY 11553

**CONTACT NAME:** Connor Baker

**PHONE (A/C, No, Ext):** (516) 414-8900

**FAX (A/C, No):**

**E-MAIL ADDRESS:** Connor.Baker@alliant.com

**INSURER(S) AFFORDING COVERAGE**

**NAIC #**

**INSURER A:** Zurich American Insurance Company

16535

**INSURER B:** Crum & Forster Indemnity Company

31348

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**INSURED**  
LiRo Program and Construction Management, PE P.C.  
3 Aerial Way  
Syosset NY 11791

## COVERAGES

**CERTIFICATE NUMBER:** 1184191500

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO 5834596-06	11/1/2018	11/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1337446458	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	SXS 5835019-06	11/1/2018	11/1/2019	EACH OCCURRENCE \$11,000,000 AGGREGATE \$11,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC 5834597-06	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution/Professional Liability	Y	Y	EOC 9263127-11	11/1/2018	11/1/2019	Each Occ./ Agg. Limit: \$5,000,000
A	Valuable Papers	Y	Y	CPP 1074953-01	11/1/2018	11/1/2019	\$5,000,000

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

Re: Contract No. B90632-02M- Construction Management Phase 2 Interior Fit-Out of the Family and Matrimonial Court Facility located at 101 County Seat Drive, Mineola, NY 11501

Nassau County is included as Additional Insured as respects Liability arising out of work performed by the Named Insured as required by written contract. 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION 30 Days Notice of Cancellation

Nassau County Department of Public Works  
1194 Prospect Avenue  
Westbury, NY 11590

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

**AUTHORIZED REPRESENTATIVE**

© 1988-2015 ACORD CORPORATION. All rights reserved.



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

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO5834596-06	11/01/2018	11/01/2019	11/01/2018			

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

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

**Address (including ZIP Code):**

3 AERIAL WAY

SYOSSET, NY 11791

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

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

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

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

However, the insurance afforded to such additional insured:

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

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

This insurance does not apply to:

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

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

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



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

The additional insured must see to it that:

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

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

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

**Primary and Noncontributory Insurance**

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

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

This insurance is excess over:

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

**E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.**

**F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:**

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

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

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

All other terms and conditions of this policy remain unchanged.

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

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

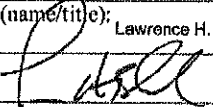
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**  
**CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN**

**Part 1- General Information:**

Consultant/Contractor Name:	LiRo Program and Construction Management, PE P.C.
Address (street/city/state/zip code):	3 Aerial Way, Syosset, NY 11791
Authorized Representative (name/title):	Lawrence H. Blond, P.E., Senior Vice President and General Manager
Authorized Signature:	
Contract Number:	B90632-02M
Contract/Project Name:	Nassau County Family and Matrimonial Courts, Phase 2
Contract/Project Description:	Construction Management services associated with the Phase 2 Interior Fit-Out of the Family and Matrimonial Court facility located at 101 County Seat Drive, Mineola, NY 11501

**Part 2- Projected MBE/WBE Contract Summary:**

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$2,082,459.00		
Total MBE Dollar Amount	\$208,245.00	MBE Contract Percentage	10
Total WBE Dollar Amount	\$83,298.00	SDVOB WBE Contract Percentage	4
Total Combined M/WBE Dollar Amount	\$291,543.00	Combined M/WBE Contract Percentage	14

**Part 3- MBE Information (use additional blank sheets as necessary):**

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount(\$ and Award Date	MBE Contract Scheduled Start Date and Completion Date
<b>Name:</b> Laland Baptiste, LLC <b>Address:</b> 8513 Coventry Road <b>City:</b> Brooklyn <b>State/Zip Code:</b> NY 11236 <b>Authorized Representative:</b> Robert Baptiste <b>Telephone No.</b> 718-629-2477	Inspection	<b>Amount (\$):</b> 208,245.00  <b>Award Date:</b> TBD	<b>Start Date:</b> TBD  <b>Completion Date:</b> TBD
<b>Name:</b> <b>Address:</b> <b>City:</b> <b>State/Zip Code:</b> <b>Authorized Representative:</b> <b>Telephone No.</b>		<b>Amount (\$):</b>  <b>Award Date:</b>	<b>Start Date:</b>  <b>Completion Date:</b>
<b>Name:</b> <b>Address:</b> <b>City:</b> <b>State/Zip Code:</b> <b>Authorized Representative:</b> <b>Telephone No.</b>		<b>Amount (\$):</b>  <b>Award Date:</b>	<b>Start Date:</b>  <b>Completion Date:</b>

**Part 4- WBE Information (use additional blank sheets as necessary):**

SDVOB WBE Firm	Description of Work (SDVOB) (WBE)	Projected WBE Contract Amount(\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Hayduk Engineering, LLC Address: 1010 Route 112, Suite 200 City: Port Jefferson Station State/Zip Code: NY 11776 Authorized Representative: Stephen Hayduk Telephone No. 631-476-0600	Inspection	Amount (\$): 83,298.00  Award Date: TBD	Start Date: TBD  Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$):  Award Date:	Start Date:  Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$):  Award Date:	Start Date:  Completion Date: