Certified:

E-66-21

Filed with the Clerk of the
Nassau County Legislature
April 27, 2021 3:50pm

NIFS ID:CLPW21000005 Department: Public Works

Capital: X

SERVICE: Amendment 4-CM Services-Family Mat Ct Ph1-B90632M

Contract ID #:CFPW11000001 NIFS Entry Date: 08-FEB-21 Term: from to

Amendment
Time Extension:
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: **LiRo Program and Construction Management**	Vendor ID#: **11-3205660**
Address: Three Aerial Way Syosset, NY 11791	Contact Person: Lawrence Blond
	Phone: (516) 938-5476

Department:
Contact Name: Kenneth G, Arnold, P.E.
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone: (516) 535-1934

Routing Slip

Department	**NIFS Entry: X**	**08-FEB-21 -- EKOBEL**
Department	**NIFS Approval: X**	**08-FEB-21 -- RDALLEVA**
DPW	**Capital Fund Approved: X**	**08-FEB-21 -- RDALLEVA**
OMB	**NIFA Approval: X**	**25-FEB-21 -- CNOLAN**
OMB	**NIFS Approval: X**	**09-FEB-21 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**09-FEB-21 -- NSARANDIS**
County Atty.	**Approval to Form: X**	**09-FEB-21 -- NSARANDIS**
CPO	**Approval: X**	**09-APR-21 -- KOHAGEN**

DCEC	**Approval: X**	**13-APR-21 -- JCHIARA**
Dep. CE	**Approval: X**	**13-APR-21 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**27-APR-21 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: This is an amendment to an agreement with LiRo Program and Construction Management, P.C. for additional funds to continue to provide construction management services in connection with the Nassau County Family and Matrimonial Courts through anticipated completion of Phase 1 of the project. Construction management services include providing resident engineers, inspectors and construction related engineering services, pre-construction documentation, investigating site conditions, monitor soil and water pollution and quality assurance.
Method of Procurement: RFP was issued 8/26/10
Procurement History: In August 2010, the County published RFP in the local newspapers and on the County website. Technical and separately sealed cost proposals were received from then (10) firms on August 26, 2010. The technical proposals were rated and LiRo Program and Construction Management, P.C. was selected.
Description of General Provisions: This amendments allows Liro to continue to provide construction, post construction and close-out phase professional services in connection Phase 1 of the project. Phase 1 of the project includes renovating the core and shell of the building at 101 County Seat Drive for future re-use as the Family and Matrimonial courts.
Impact on Funding / Price Analysis: This amendment would in increase the total amount by maximum of $600,000. The new maximum amount would be $6,275,797.
Change in Contract from Prior Procurement: Increase in maximum from $5,675,797.00 to $6,275,797.00
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	**90**
Resp:	**632**
Object:	**00003**
Transaction:	**CL**
Project #:	**90632**
Detail:	**000**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 600,000.00
Other	$ 0.00
TOTAL	$ **600,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/90632/ 00003/000	$ 600,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 600,000.00

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LIRO PROGRAM & CONSTRUCTION MANAGEMENT PE, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Liro Program & Construction Management PE P.C. for Construction Management Services in connection with the Nassau County Family and Matrimonial Court Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it,

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

NIFA Nassau County Interim Finance Authority

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

1. Vendor: LiRo Program and Construction Management

2. Dollar amount requiring NIFA approval: $600000

Amount to be encumbered: $600000

This is a Amendment

If new contract - $ amount should be full amount of contract
If advisement ?NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: Through Completion of Family and Matrimonial Court Phase 1

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

General Fund (GEN)
X Capital Improvement Fund (CAP)
Other

Grant Fund (GRT)

Federal % 0
State % 0
County % 0

Is the cash available for the full amount of the contract? Y
If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? 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 an amendment (#4) to a Personal Service Agreement with LiRo Program and Construction Management, P.C. to continue to provide Construction Management services in connection with the Nassau County Family and Matrimonial Courts through anticipated completion of Phase 1 of the project.

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

CNOLAN 25-FEB-21

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 Cou nty 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 pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

AMENDMENT NO. 4

THIS AMENDMENT No. 4 (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) the Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting 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, pursuant to County contract number B90632M between the County and the Firm, executed on behalf of the County on October 20, 2011 (the "Agreement"), the Firm performs certain construction management services for the County in connection with the Nassau County Family and Matrimonial Court Program, which services are more fully described in the Agreement (the "Services"); and

WHEREAS, the term of the Agreement, as previously amended, is such that the services may be rendered through the completion of the Phase 1 construction contract (the "Term");

WHEREAS, the maximum Amount of Consideration that the County agreed to reimburse the Firm for Services under the Agreement, as full compensation for the Services, was Five Million, Six Hundred Seventy-five Thousand, Seven Hundred and ninety-seven ($5,675,797.00) dollars (the "Amount of Consideration"); and

WHEREAS, the County and the Firm desire to amend the Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

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

1. Amended Amount of Consideration. The Amount of Consideration in the Agreement shall be increased by Six Hundred Thousand ($600,000.00) dollars, such that the maximum amount to be paid to the Firm for the Firm's Services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Six Million, Two Hundred Twenty-five Thousand, Seven Hundred and Ninety-seven ($6,275,797.00) dollars.

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

LIRO PROGRAM AND CONSTRUCTION MANAGEMENT PE, P.C.

By:_____
Name: Lawrence H. Blond, P.E.
Title: Executive Vice President and General Manager
Date: December 24, 2020

COUNTY OF NASSAU

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

PLEASE EXECUTE IN BLUE INK

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

On the 24th day of December in the year 20 20 before me personally came Lawrence H. Blond, P.E. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Executive 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 Henzy

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 a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX L

Certificate of Compliance

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

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

   Rocco L. Trotta, PE (Name)

   3 Aerial Way, Syosset, NY 11791 (Address)

   516-938-5476 (Telephone Number)

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

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

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action x has _____ has not been commenced against or relating to the Proposer/Bidder 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. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

Dated 1/5/21
Signature of Chief Executive Officer

Rocco L. Trotta, PE
Name of Chief Executive Officer

Sworn to before me this
5th day of January, 2021

Notary Public

CAMILLE MATTINA
Notary Public, State of New York
No. 01MA6093049
Qualified in Nassau County
Commission Expires May 27, 2023

Question 4

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 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.

Compliance with Law.

(a) 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.

(b) 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.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

Signature

Lawrence H. Blond, P.E., Executive Vice President & General Manager

Printed Name and Title

January 8, 2021

Date

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 _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 20, 2011 [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 a qualification-based rating system in accordance with established DPW procedures

[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.

Rosemary D'Alle

Department Head Signature

1/21/21

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.***

Certificate of No Change Form

All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Rocco L. Trotta, PE state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

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

Vendor's Address: 3 Aerial Way Syosset NY US 11791

Vendor's EIN or TIN: 113205660

Forms Submitted:

Political Campaign Contribution Disclosure Form:
11/30/2020 04:08:58 PM

Lobbyist Registration and Disclosure Form:
11/30/2020 04:09:34 PM

Business History Form certified:
11/30/2020 04:10:22 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
11/30/2020 04:11:45 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Michael Bailey, PE [BAILEYM@LIRO.COM]	11/30/2020 04:15:08 PM
Lawrence H. Blond, PE [BLONDL@LIRO.COM]	11/30/2020 04:13:34 PM
Michael Burton, PE [BURTONM@LIRO.COM]	11/30/2020 04:14:23 PM
Rocco L. Trotta, PE [TROTTAR@LIRO.COM]	11/30/2020 04:10:55 PM
B. Charles Manning [MANNINGC@LIRO.COM]	11/30/2020 04:16:00 PM

I, Rocco L. Trotta, PE hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

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

Rocco L. Trotta, PE

Name

Chairman, CEO, President

Title

LiRo Program and Construction Management, PE P.C.

Name of Submitting Entity

12/03/2020 08:12:50 AM

Date

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?

YES [X] NO [ ] If yes, to what campaign committee?

[redacted]

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.

Electronically signed and certified at the date and time indicated by:
Rocco L. Trotta, PE [redacted]

Dated: 11/30/2020 04:08:58 PM

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

Title: Chairman, CEO, President

Rev. 3-2016

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 the last page 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?

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Rocco L. Trotta, PE [redacted]

Dated: 11/30/2020 04:09:34 PM

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

Title: Chairman, CEO, President

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

The term "lobbying" or "lobbying activities" <u>does not include:</u> 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, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: NY Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country US
Telephone: (516) 938-5476

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

Type
Description
Address
City State/Province/Territory: Zip/Postal Code:
Country
Phone

2. Positions held in submitting business and starting date of each (check all applicable)

President	10/30/0020	Treasurer	
Chairman of Board	03/03/1994	Shareholder	03/03/1994
Chief Exec. Officer	10/30/0020	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

Phone	(516) 746-2350

Type	Business				
Description					
Address	141-07 20th Avenue, Suite 403				
City	Whitestone	State/Province/Territory:	NY	Zip/Postal Code:	11357
Country	US				
Phone	(718) 445-5295				

Type	Business				
Description					
Address	703 Lorimer Street				
City	Brooklyn	State/Province/Territory:	NY	Zip/Postal Code:	11211
Country	US				
Phone	(718) 782-0267				

Type	Business				
Description					
Address	100 Duffy Avenue, Suite 402				
City	Hicksville	State/Province/Territory:	NY	Zip/Postal Code:	11801
Country	US				
Phone	(516) 595-2900				

Type	Business				
Description					
Address	85 Allen Street, Suite 300				
City	Rochester	State/Province/Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				

Type	Business				
Description					
Address	538 Spruce Street, Suite 506				
City	Scranton	State/Province/Territory:	PA	Zip/Postal Code:	18503
Country	US				
Phone	(570) 963-7713				

Type	Business				
Description					
Address	1266 E. Main Street, Soundview Plaza, Suite 700R				
City	Stamford	State/Province/Territory:	CT	Zip/Postal Code:	06902
Country	US				
Phone	(203) 992-4560				

Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 723-7100				

Type	Business				
Description					
Address	500 Washington Avenue				
City	Portland	State/Province/Territory:	ME	Zip/Postal Code:	04103
Country	US				

Phone (207) 582-2400

2. Positions held in submitting business and starting date of each (check all applicable)

President	10/30/0020	Treasurer	
Chairman of Board	03/03/1994	Shareholder	03/03/1994
Chief Exec. Officer	10/30/0020	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES [X] NO [ ] If Yes, provide details.

Prior to 10/30/20, Mr. Trotta was the principal owner of the following LiRo affiliated companies:
LiRo Architects + Planners, P.C.
LiRo Engineers, Inc.
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 GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
DiGiorgio Associates, Inc.
James LaSala & Associates
Additional companies owned by Mr. Trotta are attached.

1 File(s) Uploaded: Non LiRo RT Companies.pdf

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action

taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

0 File(s) Uploaded:

11. 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 an explanation of the circumstances and corrective action taken.

See Attached

1 File(s) Uploaded: Q11.pdf

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Rocco L. Trotta, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rocco L. Trotta, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

LiRo Program and Construction Management, PE P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Rocco L. Trotta, PE [redacted]

Chairman, CEO, President

Title

11/30/2020 04:10:55 PM

Date

[redacted]

Question 11

[redacted]

[redacted]

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, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: NY Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country US
Telephone: (516) 938-5476

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

Type
Description
Address
City State/Province/Territory: Zip/Postal Code:
Country
Phone

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			
(Other)			

Type	Description	Start Date

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

Phone	(718) 782-0267				
Type	Business				
Description					
Address	100 Duffy Avenue, Suite 402				
City	Hicksville	State/Province/Territory:	NY	Zip/Postal Code:	11801
Country	US				
Phone	(516) 595-2900				
Type	Business				
Description					
Address	101 Hudson Street, 21st Floor				
City	Jersey City	State/Province/Territory:	NJ	Zip/Postal Code:	07302
Country	US				
Phone	(732) 406-6953				
Type	Business				
Description					
Address	538 Spruce Street, Suite 506				
City	Scranton	State/Province/Territory:	PA	Zip/Postal Code:	18503
Country	US				
Phone	(570) 963-7713				
Type	Business				
Description					
Address	1266 E. Main Street, Soundview Plaza, Suite 700R				
City	Stamford	State/Province/Territory:	CT	Zip/Postal Code:	06902
Country	US				
Phone	(203) 992-4560				
Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 723-7100				
Type	Business				
Description					
Address	500 Washington Avenue				
City	Portland	State/Province/Territory:	ME	Zip/Postal Code:	04103
Country	US				
Phone	(207) 582-2400				
Type	Business				
Description					
Address	235 East Jericho Turnpike				
City	Mineola	State/Province/Territory:	NY	Zip/Postal Code:	11501
Country	US				
Phone	(516) 746-2350				
Type	Business				
Description					
Address	85 Allen Street, Suite 300				
City	Rochester	State/Province/Territory:	NY	Zip/Postal Code:	14608
Country	US				

Phone (585) 287-8833

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			
(Other)			

Type	Description	Start Date
Other	Senior Vice President and General Manager	09/01/2006
Other	Executive Vice President	01/15/2020

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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

0 File(s) Uploaded:

11. 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 an explanation of the circumstances and corrective action taken.

See attached.

1 File(s) Uploaded: Q11.pdf

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Lawrence H. Blond, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Lawrence H. Blond, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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LiRo Construction and Management, PE P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Lawrence H. Blond, PE [redacted]

Executive Vice President

Title

11/30/2020 04:13:34 PM

Date

Question 11

[redacted]

[redacted]

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, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: NY Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country US
Telephone: (516) 938-5476

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

Type
Description
Address
City State/Province/Territory: Zip/Postal Code:
Country
Phone

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			
(Other)			

Type	Description	Start Date

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

Phone	(212) 563-0280

Type	Business				
Description					
Address	690 Delaware Avenue				
City	Buffalo	State/Province/Territory:	NY	Zip/Postal Code:	14209
Country	US				
Phone	(716) 882-5476				

Type	Business				
Description					
Address	235 East Jericho Turnpike				
City	Mineola	State/Province/Territory:	NY	Zip/Postal Code:	11501
Country	US				
Phone	(516) 746-2350				

Type	Business				
Description					
Address	703 Lorimer Street				
City	Brooklyn	State/Province/Territory:	NY	Zip/Postal Code:	11211
Country	US				
Phone	(718) 782-0267				

Type	Business				
Description					
Address	100 Duffy Avenue, Suite 402				
City	Hicksville	State/Province/Territory:	NY	Zip/Postal Code:	11801
Country	US				
Phone	(516) 595-2900				

Type	Business				
Description					
Address	85 Allen Street, Suite 300				
City	Rochester	State/Province/Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				

Type	Business				
Description					
Address	101 Hudson Street, 21st Floor				
City	Jersey City	State/Province/Territory:	NJ	Zip/Postal Code:	07302
Country	US				
Phone	(732) 406-6953				

Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 723-7100				

Type	Business				
Description					
Address	500 Washington Avenue				
City	Portland	State/Province/Territory:	ME	Zip/Postal Code:	04103
Country	US				

Phone (207) 582-2400

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			
(Other)			

Type	Description	Start Date
Other	Executive Vice President	01/15/2020
Other	Senior Vice President	05/23/2014

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action

taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

0 File(s) Uploaded:

11. 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 an explanation of the circumstances and corrective action taken.

See attached.

1 File(s) Uploaded: Q11.pdf

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Michael Bailey, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael Bailey, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

LiRo Program and Construction, PE P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael Bailey, PE[redacted]

Executive Vice President

Title

11/30/2020 04:15:08 PM

Date

Question 11

[redacted]

[redacted]

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, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: NY Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country US
Telephone: (516) 938-5476

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

Type
Description
Address
City State/Province/Territory: Zip/Postal Code:
Country
Phone

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			
(Other)			

Type	Description	Start Date

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

Phone	(516) 746-2350

Type	Business				
Description					
Address	141-07 20th Avenue, Suite 403				
City	Whitestone	State/Province/Territory:	NY	Zip/Postal Code:	11357
Country	US				
Phone	(718) 445-5295				

Type	Business				
Description					
Address	703 Lorimer Street				
City	Brooklyn	State/Province/Territory:	NY	Zip/Postal Code:	11211
Country	US				
Phone	(718) 782-0267				

Type	Business				
Description					
Address	100 Duffy Avenue, Suite 402				
City	Hicksville	State/Province/Territory:	NY	Zip/Postal Code:	11801
Country	US				
Phone	(516) 595-2900				

Type	Business				
Description					
Address	101 Hudson Street, 21st Floor				
City	Jersey City	State/Province/Territory:	NJ	Zip/Postal Code:	07302
Country	US				
Phone	(732) 406-6953				

Type	Business				
Description					
Address	538 Spruce Street, Suite 506				
City	Scranton	State/Province/Territory:	PA	Zip/Postal Code:	18503
Country	US				
Phone	(570) 963-7713				

Type	Business				
Description					
Address	1266 E. Main Street, Soundview Plaza, Suite 700R				
City	Stamford	State/Province/Territory:	CT	Zip/Postal Code:	06902
Country	US				
Phone	(203) 992-4560				

Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 723-7100				

Type	Business				
Description					
Address	500 Washington Avenue				
City	Portland	State/Province/Territory:	ME	Zip/Postal Code:	04103
Country	US				

Phone (207) 582-2400

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			
(Other)			

Type	Description	Start Date
Other	Senior Vice President	03/16/2009
Other	Executive Vice President	01/15/2020

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 notfor-profit organization other than the one submitting the questionnaire?

YES [X] NO [ ] If Yes, provide details.

Mr. Burton is an officer 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.
Monitor Builders, 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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action

taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

0 File(s) Uploaded:

11. 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 an explanation of the circumstances and corrective action taken.

See attached.

1 File(s) Uploaded: Q11.pdf

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Michael Burton, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael Burton, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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LiRo Program and Construction Management, PE P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Michael Burton, PE [redacted]

Executive Vice President & National Operations Manager

Title

11/30/2020 04:14:23 PM

Date

Question 11

[redacted]

[redacted]

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: B. Charles Manning
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: NY Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country US
Telephone: 5169385476

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

Type
Description
Address
City State/Province/Territory: Zip/Postal Code:
Country
Phone

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	10/30/2020
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 [ ] NO [X] If Yes, provide details.

Phone	(203) 992-4560

Type	Business				
Description					
Address	100 Duffy Avenue, Suite 402				
City	Hicksville	State/Province/Territory:	NY	Zip/Postal Code:	11801
Country	US				
Phone	(516) 595-2900				

Type	Business				
Description					
Address	101 Hudson Street, 21st Floor				
City	Jersey City	State/Province/Territory:	NJ	Zip/Postal Code:	07302
Country	US				
Phone	(732) 406-6953				

Type	Business				
Description					
Address	538 Spruce Street, Suite 506				
City	Scranton	State/Province/Territory:	PA	Zip/Postal Code:	18503
Country	US				
Phone	(570) 963-7713				

Type	Business				
Description					
Address	500 Washington Avenue				
City	Portland	State/Province/Territory:	ME	Zip/Postal Code:	04103
Country	US				
Phone	(207) 582-2400				

Type	Business				
Description					
Address	85 Allen Street, Suite 300				
City	Rochester	State/Province/Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				

Type	Business				
Description					
Address	703 Lorimer Street				
City	Brooklyn	State/Province/Territory:	NY	Zip/Postal Code:	11211
Country	US				
Phone	(718) 782-0267				

Type	Business				
Description					
Address	235 East Jericho Turnpike				
City	Mineola	State/Province/Territory:	NY	Zip/Postal Code:	11501
Country	US				
Phone	(516) 746-2350				

Type	Business				
Description					
Address	141-07 20th Avenue, Suite 403				
City	Whitestone	State/Province/Territory:	NY	Zip/Postal Code:	11357
Country	US				

Phone (718) 445-5295

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	10/30/2020
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 [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Owner of:
LiRo Architects + Planners, P.C.
LiRo Architects & Engineers West, PC (New Jersey)
LiRo Architects & Engineers, PC (Connecticut)
LiRo Architects & Engineers, PC (Pennsylvania PC)
RLT Engineering, Geology & Land Surveying, PC

Sole Member of Charles Manning Consulting LLC

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

0 File(s) Uploaded:

11. 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 an explanation of the circumstances and corrective action taken.

1 File(s) Uploaded: Q11.pdf

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, B. Charles Manning , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, B. Charles Manning , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

LiRo Program and Construction Management, PE P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

B. Charles Manning [redacted]

Owner

Title

11/30/2020 04:16:00 PM

Date

Question 11

[redacted]

[redacted]

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: 11/19/2020

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

2) Address of Place of Business: 3 Aerial Way

City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791

Country: US

Address: 1 State Street Plaza, 28th Floor
City: New York City State/Province/Territory: NY Zip/Postal Code: 10004
Country:
Start Date: End Date:

Address: 690 Delaware Avenue
City: Buffalo State/Province/Territory: NY Zip/Postal Code: 14209
Country:
Start Date: End Date:

Address: 235 East Jericho Turnpike
City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country:
Start Date: End Date:

Address: 141-07 20th Avenue, Suite 403
City: Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country:
Start Date: End Date:

Address: 703 Lorimer Street
City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11211
Country:
Start Date: End Date:

Address: 100 Duffy Avenue, Suite 402
City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801
Country:

Start Date: End Date:

Address: 85 Allen Street, Suite 300
City: Rochester State/Province/Territory: NY Zip/Postal Code: 14608
Country:
Start Date: End Date:

Address: 101 Hudson Street, 21st Floor
City: Jersey City State/Province/Territory: NJ Zip/Postal Code: 07302
Country:
Start Date: End Date:

Address: 538 Spruce Street, Suite 506
City: Scranton State/Province/Territory: PA Zip/Postal Code: 18503
Country:
Start Date: End Date:

Address: 1266 E. Main Street, Soundview Plaza, Suite 700R
City: Stamford State/Province/Territory: CT Zip/Postal Code: 06902
Country:
Start Date: End Date:

Address: 529 Main Street, Suite 3303
City: Boston State/Province/Territory: MA Zip/Postal Code: 02129
Country:
Start Date: End Date:

Address: 500 Washington Avenue
City: Portland State/Province/Territory: ME Zip/Postal Code: 04103
Country:
Start Date: End Date:

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: _____

6) The proposer is a: 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 Engineers, Inc.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Architects + Planners, P.C.
LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
DiGiorgio Associates, Inc.
James LaSala & Associates

8) Does this business control one or more other businesses?

YES [X] NO [ ] If yes, please provide details:

Monitor Builders, Inc. 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, please provide details:

See attached file.

1 File(s) Uploaded: BH Q9.pdf

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 [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Not withstanding that the entity discussed in the attached document is not an affiliate, LiRo Program and

Construction Management, PE P.C. provides the attached information.

1 File(s) Uploaded: BH Q12 STC -Exhibit A LPCM.pdf

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, an explanation of the circumstances and corrective action taken.

See attached.

1 File(s) Uploaded: BH Q13.pdf

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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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

17 Conflict of Interest:

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

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.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

03/03/1994

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

B. Charles Manning, [redacted] is 100% owner of LiRo Program and Construction Management, PE P.C.

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.

Rocco L. Trotta, PE, [redacted], Chairman, CEO, President
Lawrence H. Blond, PE, [redacted] Executive Vice President and General Manager
Michael Burton, PE [redacted], Executive Vice President and National Operations Manager
Michael Bailey, PE, [redacted], Executive Vice President
B. Charles Manning, [redacted], Owner

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

[redacted]

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

See attached

1 File(s) Uploaded: Question A vii.pdf

viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded: PCM NYC Certificate of Authorization exp. 12-31-20.pdf

B. Indicate number of years in business.

26

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

The LiRo Group's staff of 900 professionals includes 128 licensed Professional Engineers and 26 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.

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	NYS Department of Parks, Recreation and Historic Preservation		
Contact Person	Stephen McCorkell, RLA		
Address	625 Broadway		
City	Albany	State/Province/Territory	NY
Country	US		
Telephone	[redacted]		
Fax #			
E-Mail Address	[redacted]		

Company	Dormitory Authority, State of New York		
Contact Person	Stephen Curro, PE/Manageing Director of Construction		
Address	One Penn Plaza, 52nd floor		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	[redacted]		
Fax #			
E-Mail Address	[redacted]		

Company	Town of Oyster Bay DPW		
Contact Person	Richard Lenz, Commissioner		
Address	150 Miller Place		
City	Syosset	State/Province/Territory	NY
Country	US		
Telephone	[redacted]		
Fax #	[redacted]		
E-Mail Address	[redacted]		

I, Rocco L. Trotta, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rocco L. Trotta, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

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

Electronically signed and certified at the date and time indicated by:
Rocco L. Trotta, PE [redacted]

Chairman, CEO, President
Title

11/30/2020 04:10:22 PM
Date

Question 9

LiRo Program and Construction Management, PE P.C. is 100% owned by B. Charles Manning.

LiRo Affiliated Companies include:

LiRo Architects + Planners, P.C.
LiRo Engineers, Inc.
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 GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
DiGiorgio Associates, Inc.
James LaSala & Associates

Question 13

[redacted]

[redacted]

Question A vii

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

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: Syosset State: NY Zip Code: 11791

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Professional Corporation

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):

1 File(s) uploaded Q4.pdf

No principals have been attached to this form.

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.
If none, explain.

B. Charles Manning, [redacted] is 100% owner of LiRo Program and Construction Management, PE P.C.

No shareholders, members, or partners have been attached to this form.

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

1 File(s) uploaded Q6.pdf

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.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

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

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

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.

Electronically signed and certified at the date and time indicated by:
Rocco L. Trotta, PE [redacted]

Dated: 11/30/2020 04:11:45 PM

Title: Chairman, CEO, President

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

Question 4

Rocco L. Trotta, PE, [redacted]

Michael Burton, PE, [redacted]

Lawrence Blond, PE, [redacted]

Michael Bailey, PE, [redacted]

B. Charles Manning, [redacted]

Question 6

LiRo Affiliated Companies

LiRo Architects + Planners, 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 GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
DiGiorgio Associates, Inc.
James LaSala & Associates
None of the Affiliated Companies will be participating in the performance of the contract.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
□□□r-D□□□r□□ □□□□M□□ □

TO: Office of the County Executive **DCL# CB-C-O-783**
Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: December 18, 2020

SUBJECT: Nassau County Family and Matrimonial Court Program
Recommendation to Amend Retroactively Professional Services Agreement with
LiRo Program and Construction Management PE P.C.
Agreement No.: B90632M
Encumbrance No.: CFPW11000001
Capital Project No.: B90632

Introduction and Statement of Need:
This Family and Matrimonial Court project is mandated by Court Facilities Act (1987). Under the subject contract, LiRo has been providing construction management services in connection with Phase I of the Family and Matrimonial Court project, which is a large and complex project. The contract was last amended in 2019, at which time it was anticipated that LiRo's Phase 1 services would be completed by December 2019. At this time the project was more than ninety-seven (97%) percent complete, however, delays in metal panels and insulated glass resulted in further delays for which the construction contractor is being held responsible. The aforementioned delays were compounded by impacts due to **COVID-19**. Unfortunately, the **COVID-19** pandemic hit the US and NY in particular, in early 2020, and the Contractor suspended work on Phase 1 on April 1, 2020, for two (2) months. It is now anticipated that incomplete work, punch list work, unaccepted terra cotta work (which requires re-work), and the lead time for terra cotta replacement will delay completion of the project until April 2021.

The Legislature approval for Phase 2 construction contract was received in November 2019, at which time the Department projected that award would be expedited to meet the aggressive completion schedule of Family and Matrimonial Court to which the County is committed. Consequently, with your approval, the Department authorized LiRo to commence pre-construction services in December 2019, in order to accelerate the start of Phase 2. It was anticipated that the Phase 2 construction contract would be issued a Notice to Proceed by April 2020. Unfortunately, **COVID-19's** impact did not allow the start of Phase 2 construction in a timely manner as was anticipated. LiRo maintained minimum staffing of just the Resident Engineer during the **COVID-19** work suspension in order to provide continuity during the then unknown period of suspension.

As explained above, unanticipated construction management services will be required to continue through April 2021, to oversee the punch out, post-construction and delayed close out phase of the Phase 1 project, and to assist with the defense against the Contractor's delay and disputed work claims. The Term of LiRo's amended agreement expires upon final completion of Phase 1. The proposed amendment will compensate LiRo for services rendered in 2020 and will fund their services for Phase 1 through April 2021.

Technical Necessity and Status of the Project
The Family and Matrimonial Court project is being advanced in two (2) phases and three (3) general construction contracts. It is anticipated that the Phase 1 construction contract will be complete by April 2021, which will allow the Phase 2 construction contractor to be issued a notice to proceed. The third construction contract for the Family Justice Center is slated to commence nine (9) months after the start of the Phase 2 construction contract and run concurrent with Phase 2. Phase 1 construction is currently at final completion stage.

As previously explained, construction management services will be needed during the unanticipated additional delay period primarily due to the contractor's lack of progress and COVID -19 through April 2021 to oversee the punch out, post-construction and close out phase of the Phase 1 project. The lead time for replacement of damaged terra cotta is three to four (3-4) months. The Contractor has delayed placement of the terra cotta order and as such, punch out is expected to extend into early 2021. The Department is withholding 1.5 times the cost of incomplete work from the Contractor until the work is complete.

LiRo will oversee the transition from Phase 1 to Phase 2 and provide the necessary continuity and coordination. Necessary action to reduce construction management staffing has been taken, which has been reduced to a Resident Engineer only. This level of staffing is necessary to oversee the punch out, post-construction and close out phase of the project. Hence this amendment is necessary for final completion of Phase 1 with very limited staffing, transition to Phase 2 and to assist the County with necessary documentation to defense against the Contractor's delay and disputed work claims.

The Contract Requirements and the History of this Amendment:

LiRo's Agreement, B90632M for $4,975,797 was executed on October 20, 2011, with a term of four (4) years and provides that the Department may extend the agreement by two (2) years, by letter. LiRo commenced pre-construction services in 2013, however, construction of Phase 1 did not commence until June 2014. As such, the Department extended LiRo's agreement for two (2) years, through October 20, 2017, via letter dated February 27, 2015. LiRo's Agreement was subsequently amended (Amendment No. 1) to extend the Term through October 20, 2018. LiRo's Agreement was subsequently amended (Amendment No. 2) in 2018 to increase funding by Four Hundred Fifty Thousand dollars ($450,000) and extend the Term through the completion of Phase 1 construction. The third amendment to LiRo's Agreement (Amendment No. 3) increased funding by an additional Two Hundred Fifty Thousand dollars ($250,000.00). This proposed amendment (Amendment No. 4) would increase funding by Six Hundred Thousand dollars ($600,000.00) to compensate LiRo for services provided through 2020 and fund LiRo's services through April 2021.

Reasons why the Amendment wasn't achieved before Expiration:

The subject agreement has not expired however, funding was practically exhausted in December 2019 at ninety-seve (97%) percent completion. The Construction Manager (LiRo) has provided services even though funds have been exhausted. No other option was available to avoid further delay and consequent damages. Based on the progress, the Department was hopeful that Phase 1 would be completed in early 2020 and that Phase 2 would commence construction by April 2020. Unfortunately, neither occurred as the **COVID-19** pandemic hit the US and NY in particular, in early 2020 and the Contractor suspended work on Phase 1 on April 1, 2020.

Once work on Phase 1 resumed in late May 2020, the Contractor made slow progress and it became apparent that there would be a need for continued construction management services on Phase 1. At the same time, it was also clear that the Phase 2 Contractor would not be issued a Notice to Proceed in April 2020 as the Department had initially projected. The Department therefore decided to have LiRo discontinue providing preconstruction services for Phase 2 and instead focus on overseeing the completion of Phase 1. LiRo has continued to provide construction management services for Phase 1, in the interest of the County, pending this proposed amendment.

Conclusion and Recommendations:

The Department would like to encumber additional funds to allow LiRo to complete the construction management services on Phase 1 and compensate them for services already performed. It would be impractical to stop work and re-procure construction management services for Phase 1 and even if that were done, it would not fairly compensate LiRo for the services which they have provided in the interest of the County. Also, given their familiarity with the project, LiRo is best placed to assist the County with claim defense.

The originally proposed construction management cost was for construction to start in late 2011 with about thirty (30) months' completion schedule. The construction started in June 2014 and is delayed by four (4) years due to several design errors, unknown as-built conditions while renovating an existing building, and the Contractor's dispute claims/slow progress. Considering this situation, a total increase of fees by about twenty-five (25%) percent, including the proposed amendment, in construction management cost is justifiable. In our professional judgment, it is in the County's best interest, and represents the best value to the County, to have LiRo complete the construction management services for Phase I of the Family and Matrimonial Court Project.

It is therefore the Department's recommendation, that the agreement with LiRo Program and Construction Management, P.C. be amended to increase the fee by Six Hundred Thousand dollars ($600,000.00). This Department, upon your approval, shall begin preparing the contract amendment.

Subject: Recommendation to Amend Professional Services Agreement with
LiRo Program and Construction Management, P.C.
Agreement No.: B90632M
Encumbrance No.: CFPW11000001
Capital Project No.: 90632

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

Kenneth G. Arnold
Commissioner

KGA:RM:jd
c: Rakhal Maitra, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Joseph Amerigo, Project Manager IV
Gus Xenakis, Brent Chow, Jacobs

APPROVED:

12/18/2020

Brian J. Schneider — Date
Deputy County Executive

DISAPPROVED:

Brian J. Schneider — Date
Deputy County Executive

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/Executive Vice President

Name and Title of Authorized Representative

m/d/yy

9/25/2020

Signature

Date

LiRo Program and Construction Management, PE P.C.

Name of Organization

3 Aerial Way, Syosset, NY 11791

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Policy Number TB5-621-095507-010
Issued by Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

Schedule

Name of Person(s) or Organization(s):

Any person(s) or organization(s) that qualifies as an additional insured as required under written agreement.

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

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 below 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 below.

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status	All locations as required by written contract or agreement prior to loss

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All locations as required by written contract or agreement prior to loss.

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2020

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

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LM Insurance Corporation	33600
INSURER B : GuideOne National Insurance Co	14167
INSURER C : Steadfast Insurance Company	26387
INSURER D : Liberty Mutual Fire Insurance	23035
INSURER E : Hanover Insurance Company	22292
INSURER F : Berkley Insurance Company	32603

COVERAGES **CERTIFICATE NUMBER:** 957507310 **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	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	TB5-621-095507-010	11/1/2020	11/1/2021	EACH OCCURRENCE	$ 3,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 6,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 6,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	Y	AS5-621-095507-020	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B C	**UMBRELLA LIAB** X OCCUR	Y	Y	20371778B	11/1/2020	11/1/2021	EACH OCCURRENCE	$ 11,000,000
	X **EXCESS LIAB** CLAIMS-MADE			AEC 5835019-08	11/1/2020	11/1/2021	AGGREGATE	$ 11,000,000
	DED RETENTION $							$
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	WC2-621-095507-030	11/1/2020	11/1/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Valuable Papers	Y	Y	RHY-H360453-00	11/1/2020	11/1/2021	Limit	$5,000,000
F	Pollution Liability	Y	Y	PCAB50109061120	11/1/2020	11/1/2021	Each Claim	$5,000,000
	Professional Liability	Y	Y				Each Claim	$10,000,000

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

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

CANCELLATION 30 Days Notice of Cancellation

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

AUTHORIZED REPRESENTATIVE

E-149-19

NIFS ID:CLPW19000007 Department: Public Works

Capital: X

SERVICE: CM Services -Family & Matrimonial Ct-Amend 3 B90632M

Contract ID #:CFPW11000001 NIFS Entry Date: Term: from to

Amendment	
Time Extension:	
Addl. Funds:X	
Blanket Resolution:	
RES#	

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

Vendor Info:	
Name: **LiRo Program and Construction Management P.C.**	Vendor ID#: **11-3205660**
Address: Three Aerial Way Syosset, NY 11791	Contact Person: Luis M. Tormenta
	Phone: 516-938-5476

Department:
Contact Name: Kenneth G. Arnold, P.E.
Address: 1194 Prospect Avenue Westbury, NY 11590
Phone: 516-571-9607

Routing Slip

Department	NIFS Entry: X	15-MAY-19 -- LDIONISIO
Department	NIFS Approval: X	15-MAY-19 -- RDALLEVA
DPW	Capital Fund Approved: X	15-MAY-19 -- RDALLEVA
OMB	NIFA Approval: X	23-MAY-19 -- CNOLAN
OMB	NIFS Approval: X	16-MAY-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	16-MAY-19 -- AAMATO
County Atty.	Approval to Form: X	16-MAY-19 -- NSARANDIS
CPO	Approval: X	29-MAY-19 -- KOHAGENCE

DCEC	Approval: X	03-JUN-19 -- JCHIARA
Dep. CE	Approval: X	03-JUN-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	02-JUL-19 -- JSCHANTZ
Legislature	Approval: X	16-JUL-19 -- LVOCATURA
Comptroller	Deputy: X	15-AUG-19 -- JSCHOEN
NIFA	NIFA Approval: X	15-AUG-19 -- KSTELLA

Contract Summary

Purpose: Approval of an amendment to a Personal Service Agreement with LiRo Program and Construction Management, P.C. to continue to provide Construction Management services in connection with the Nassau County Family and Matrimonial Courts through anticipated completion of Phase 1 of the project.Phase I is currently over93% complete, however, due to the extended lead time for certain metal panels and insulated glass, we will need construction management services beyond May 2019. We have already taken action to reduce construction management staffing, which has been reduced to a Resident Engineer and Office Engineer. This level of staffing is necessary to oversee the post-construction and close out phase of the project. As such, the Department would like to encumber additional funds to allow LiRo to complete the construction management services on Phase I.

Method of Procurement: RFP : A qualification-based rating system to accordance with established DPW procedure.

Procurement History: In August 2010, the County published a Request for Proposals (RFP) in the local newspapers and on the County website. Technical and separately sealed cost proposals were receive from then (10) firms on August 26, 2010. The technical proposals were rated and LiRo Program and Construction Management, P.C. was selected.

Description of General Provisions: This Amendment provides construction, post construction and close-out phase professional services in connection Phase 1 of the project. Phase 1 of the project includes renovating core and shell of the building at 101 County Seat Drive for future re-use as the Family and Matrimonial courts.

Impact on Funding / Price Analysis: Approval is requested for an increase of $250,000.00 in additional funding.

Change in Contract from Prior Procurement: Increase in fee from $5,425,797.00 to $5,675,797.00. No change in term.

Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	90
Resp:	632
Object:	00003
Transaction:	CL
Project #:	90632
Detail:	000

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 250,000.00
Other	$ 0.00
TOTAL	$ 250,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/90632/00003	$ 250,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 250,000.00

E-149-19

RULES RESOLUTION NO. 203 – 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LIRO PROGRAM & CONSTRUCTION MANAGEMENT PE, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-15-19
VOTES:
Ayes 7 Nays 0 Abstained 0 Absent 0
7 Legislators present

WHEREAS, the County has negotiated an amendment to a personal services agreement with Liro Program & Construction Management PE P.C. for Construction Management Services in connection with the Nassau County Family and Matrimonial Court Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

AMENDMENT NO. 3

THIS AMENDMENT No. 3 (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) the Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting 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, pursuant to County contract number B90632M between the County and the Firm, executed on behalf of the County on October 20, 2011 (the "Agreement"), the Firm performs certain construction management services for the County in connection with the Nassau County Family and Matrimonial Court Program, which services are more fully described in the Agreement (the "Services"); and

WHEREAS, the term of the Agreement, as previously amended, is such that the Services may be rendered through the completion of the Phase 1 construction contract (the "Term");

WHEREAS, the maximum Amount of Consideration that the County agreed to reimburse the Firm for Services under the Agreement, as full compensation for the Services, was Five Million, Four Hundred Twenty-five Thousand, Seven Hundred and Ninety-seven ($5,425,797.00) dollars (the "Amount of Consideration"); and

WHEREAS, the County and the Firm desire to amend the Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

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

1. Amended Amount of Consideration. The Amount of Consideration in the Agreement shall be increased by Two Hundred Fifty Thousand ($250,000.00) dollars, such that 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 Five Million, Six Hundred Seventy-five Thousand, Seven Hundred and Ninety-seven ($5,675,797.00) dollars.

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

LIRO PROGRAM AND CONSTRUCTION MANAGEMENT PE, P.C.

By: _____

Name: Lawrence H. Blond, P.E.

Title: Senior Vice President/General Manager

Date: April 10, 2019

COUNTY OF NASSAU

By: _____

Name: BRIAN T. SCHNEIDER

Title: Deputy County Executive

Date: AUGUST 16, 2019

PLEASE EXECUTE IN BLUE INK

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

On the 10th day of April in the year 20 19 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 SVP/General Manager of LiRo Program and Construction ~~Management, P.E.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

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 16 day of August in the year 2019 before me personally came Brian J. Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

TANYA L. CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

E-112-18

NIFS ID:CLPW18000015 Department: Public Works

Capital: X

SERVICE: CM Services-Family & Matrimonial Ct-Amend 2-B90632M-

Contract ID #:CFPW11000001 NIFS Entry Date: 04-SEP-18 Term: from to

Amendment	
Time Extension: X	
Addl. Funds:X	
Blanket Resolution:	
RES#	

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

Vendor Info:	
Name: **LiRo Program and Construction Management, P.C.**	Vendor ID#: **11-3205660**
Address: Three Aerial Way Syosset, NY 11791	Contact Person: Luis M. Tormenta
	Phone: (516) 938-5476

Department:
Contact Name: Kenneth G. Arnold, P.E.
Address: 1194 Prospect Avenue Westbury, NY 11590
Phone: (516) 571-9607

Routing Slip

Department	NIFS Entry: X	04-SEP-18 -- LDIONISIO
Department	NIFS Approval: X	04-SEP-18 -- RDALLEVA
DPW	Capital Fund Approved: X	04-SEP-18 -- RDALLEVA
OMB	NIFA Approval: X	04-SEP-18 -- APERSICH
OMB	NIFS Approval: X	04-SEP-18 -- JDEVITO1
County Atty.	Insurance Verification: X	04-SEP-18 -- AAMATO
County Atty.	Approval to Form: X	04-SEP-18 -- NSARANDIS
Dep. CE	Approval: X	06-SEP-18 -- BSCHNEIDER

Leg. Affairs	Approval/Review: X	05-SEP-18 -- KHORST
Legislature	Approval: X	04-OCT-18 -- LVOCATURA
Comptroller	Deputy:X	13-NOV-18 -- JSCHOEN
NIFA	NIFA Approval: X	14-DEC-18 -- KSTELLA

Contract Summary

Purpose: Approval of an amendment to a Personal Service Agreement with LiRo Program and Construction Management, P.C. to continue to provide Construction Management services in connection with the Nassau County Family and Matrimonial Courts through anticipated completion of Phase 1 of the project.

Method of Procurement: RFP - A qualification-based rating system to accordance with established DPW procedure.

Procurement History: In August 2010, the County published a Request for Proposals (RFP) in the local newspapers and on the County website. Technical and separately sealed cost proposals were receive from then (10) firms on August 26, 2010. The technical proposals were rated and LiRo Program and Construction Management, P.C. was selected.

Description of General Provisions: This Amendment provides post construction and close-out phase professional services in connection with the gut renovation and adaptive re-use of 101 County Seat Drive to house the Family and Matrimonial Courts.

Impact on Funding / Price Analysis: Approval is requested for an increase of $450,000.00 in additional funding.

Change in Contract from Prior Procurement: Extension of Time and increase in fee.

Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	90
Resp:	632
Object:	00003
Transaction:	CL
Project #:	90632
Detail:	000

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 450,000.00
Other	$ 0.00
TOTAL	$ 450,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP90632-000/00003	$ 450,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 450,000.00

E-112-18

RULES RESOLUTION NO. 158 - 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 10-3-18
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Liro Program and Construction Management P.C. in connection with construction management for the Nassau County Family and Matrimonial Court Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

AMENDMENT NO. 2

THIS AMENDMENT No. 2 (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) the Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting 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, P.C., (the "Construction Manager" or "CM") having its principal office at Three Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number B90632M between the County and the Firm, executed on behalf of the County on October 20, 2011 (the "Agreement"), the Firm performs certain construction management services for the County in connection with the Nassau County Family and Matrimonial Court Program, which services are more fully described in the Agreement (the "Services"); and

WHEREAS, the term of the Agreement, as previously amended, was from October 20, 2011 through October 20, 2018 (the "Term");

WHEREAS, the maximum Amount of Consideration that the County agreed to reimburse the Firm for Services under the Agreement, as full compensation for the Services, was Four Million, Nine Hundred Seventy-five Thousand, Seven Hundred and ninety-seven ($4,975,797.00) dollars (the "Amount of Consideration"); and

WHEREAS, the County and the Firm desire to amend the Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

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

1. Amended Term. The Term of the Agreement shall be extended beyond October 20, 2018, such that the Services may be rendered through the completion of the Phase 1 construction contract.

2. Amended Amount of Consideration. The Amount of Consideration in the Agreement shall be increased by Four Hundred Fifty Thousand ($450,000.00) dollars, such that 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 Five Million, Four Hundred Twenty-five Thousand, Seven Hundred and Ninety-seven ($5,425,797.00) dollars.

3. Compliance with Law.

Section 7 of the Agreement is deleted in its entirety and the following is hereby substituted in its place and stead:

7. Compliance with Law.

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

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

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certification of Compliance, attached hereto and hereby made a part hereof as Appendix "L".

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

(d) Protection of Client Information. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with the performance under this Agreement shall be strictly confidential, used solely for the purpose of performing service to

or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

(e) 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.

(f) 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 service described under this Agreement.

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

LiRo Program and Construction Management, P.C.

By: _____
Name: Lawrence H. Blond, P.E.
Title: Senior Vice President & General Manager
Date: August 7, 2018

COUNTY OF NASSAU

By: _____
Name: BRIAN J. SCHNEIDER
Title: Deputy County Executive
Date: 12-27-18

PLEASE EXECUTE IN BLUE INK

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

On the 7th day of August in the year 20 18 before me personally came Lawrence H. Blond, P.E. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the SVP & 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

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 27 day of December in the year 2018 before me personally came Brian J. Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Tanya L. Carter

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

E-239-17

NIFS ID:CLPW17000022 Department: Public Works

Capital: X

SERVICE: CM Fam Mat Court Amend 1-B90632M

Contract ID #:CFPW11000001 NIFS Entry Date: 09-AUG-17 Term: from 20-OCT-11 to 20-OCT-18

Amendment
Time Extension: X
Addl. Funds:
Blanket Resolution:
RES#

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

Vendor Info:	
Name: **Liro Program and Construction Management**	Vendor ID#: **11-3205660**
Address: 3 Aerial Way Syosset, NY 11791	Contact Person: Luis Tormenta
	Phone: 516-938-5476

Department:
Contact Name: Joseph Amerigo
Address: 1194 Prospect Avenue Westbury, NY 11590
Phone: 571-6804

Routing Slip

Department	**NIFS Entry: X**	**09-AUG-17 -- LDIONISIO**
Department	**NIFS Approval: X**	**27-OCT-17 -- KARNOLD**
DPW	**Capital Fund Approved: X**	**27-OCT-17 -- KARNOLD**
OMB	**NIFA Approval: X**	**09-NOV-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**09-NOV-17 -- MVOCATURA**
County Atty.	**Insurance Verification: X**	**30-OCT-17 -- AAMATO**
County Atty.	**Approval to Form: X**	**30-OCT-17 -- NSARANDIS**
Dep. CE	**Approval: X**	**21-NOV-17 -- CRIBANDO**

Leg. Affairs	Approval/Review: X	16-NOV-17 -- MREYNOLDS
Legislature	Approval: X	07-DEC-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	30-JAN-18 -- RBURKERT
NIFA	NIFA Approval:	

Contract Summary

Purpose: Approval of an amendment to a Personal Service Agreement with LiRo Program and Construction Management, P.C. to provide Construction Management services in connection with the Nassau County Family and Matrimonial Courts for one (1) year.

Method of Procurement: RFP A qualification-based rating system to accordance with established DPW procedure.

Procurement History: In August 2010, the County published a Request for Proposals (RFP) in the local newspapers and on the County website. Technical and separately sealed cost proposals were receive from then (10) firms on August 26, 2010. The technical proposals were rated and LiRo Program and Construction Management, P.C. was selected.

Description of General Provisions: This Amendment provides construction and post construction phase professional services in connection with the gut renovation and adaptive re-use of 101 County Seat Drive to house the Family and Matrimonial Courts.

Impact on Funding / Price Analysis: None. No Additional Funding Requested.

Change in Contract from Prior Procurement: Extension of Time Only.

Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	90
Resp:	632
Object:	00003
Transaction:	CL
Project #:	90632
Detail:	000

RENEWAL	
% Increase	
% Decrease	

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/90632/ 00003	$ 0.01
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 0.01

RULES RESOLUTION NO. 315 – 2017 E-239-17

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12/4/17
Motion:
Ayes 4 Nays 3 Abstained 0 Absent 0

WHEREAS, the County has negotiated an amendment to a personal services agreement with Liro Program and Construction Management P.C. in connection with construction management for the Nassau County Family and Matrimonial Court Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

AMENDMENT NO. 1

THIS AMENDMENT No. 1 (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) the Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting 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, P.C., (the "Construction Manager" or "CM") having its principal office at Three Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number B90632M between the County and the Firm, executed on behalf of the County on October 20, 2011 (the "Agreement"), the Firm performs certain construction management services for the County in connection with the Nassau County Family and Matrimonial Court Program, which services are more fully described in the Agreement; and

WHEREAS, the term of the Agreement, was from October 20, 2011 through October 20, 2017 and

WHEREAS, the County and the Firm desire to amend the Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

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

1. Term. The term shall be extended for twelve (12) months, so that the termination date of the Agreement as amended by this Amendment shall be October 20, 2018 (the "Expiration Date"). Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions, and covenants as during the initial term, except that the Expiration Date shall be modified in accordance with the extension.

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

LiRo Program and Constructon Management, P.C.

By: _____
Name: Lawrence H. Blond, PE
Title: Senior Vice President & General Manager
Date: 4/13/17

COUNTY OF NASSAU

By: _____
Name: BRIAN J. SCHNEIDER
Title: Deputy County Executive
Date: 1/31/18

PLEASE EXECUTE IN BLUE INK

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

On the 13th day of April in the year 2017 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. VP + General Mgr. of LiRo Programs and Construction Managers 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

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

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

On the 31st day of January in the year 2018 before me personally came Brian Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01CA6[illegible]
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MARCH 2019

LiRo Program and Construction Management, PE P.C.
A LiRo Group Company
Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.938.5491 www.liro.com

November 13, 2017
LiRo No. 13-045-0248

County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590-2723

Attn: Rakhal Maitra, P.E., Deputy Commissioner of Public Works

Re: Nassau County Family and Matrimonial Court
Agreement No. B90632M- Encumbrance No. CFPW11000001
Status of Time Extension for CM Services

Dear Mr. Maitra:

Please note that we are in receipt of the attached correspondence regarding the status of our time extension for the above referenced project.

We respectfully request clarification from the County regarding the continuation of LiRo's services for the project. While we understand that the County intends to process an amendment which will extend our services for an additional year (until 10/20/18), we are concerned that the amendment has yet to be processed, and that LiRo has continued to provide services beyond the current amended contract expiration date of 10/20/17. It is our understanding that all documentation required from LiRo and our subcontractors for the extension was provided by June 2017.

We are also concerned that the original contract language allows for only a two year extension beyond the original contract execution date. Based on the original contract execution date of 10/20/11, the original four year contract duration, and the contract maximum extension of two years, it appears that our contract cannot be extended beyond 10/20/17.

Based on the above, we request that the County confirm the following:

1. That the County does in fact have the ability to extend the LiRo contract beyond 10/20/17, and;
2. The projected date that the County expects to approve the amendment which extends the LiRo contract to 10/20/18.

LiRo has on many occasions for previous County projects continued to provide services while contract amendments are in process, as the County has been able to provide assurances that the amendments would eventually be approved. However we do require the requested confirmations in order to assess our risk in order to determine if we can continue to provide services for this project.

We thank you for your cooperation and look forward to continuing our services to the County for this project.

Please contact me at 516-938-5476 if you have any questions or comments.

Very truly yours,
LiRo Program and Construction Management, PE P.C.

Lawrence H. Blond, P.E.
Senior Vice President/Project Executive

cc: Shila Shah-Gavnoudias, Kenneth Arnold, Joseph Amerigo, Gus Xenakis, Michael Bendetti

EDWARD P. MANGANO
COUNTY EXECUTIVE

SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

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

October 26, 2017

LiRo Program and Construction Management, P.C.
Three Aerial Way
Syosset, NY 11791

Att: Michael Bendetti

Re: Nassau County Family and Matrimonial Court
Contract No. B90632M
Encumbrance No. CFPW11000001
Amendment No. 1 - Term Extension

To Whom It May Concern:

LiRo Program and Construction Management, P.C. has been providing Construction Management Services on the Nassau County Family and Matrimonial Court Project. As you are aware, the Department has prepared Amendment No. 1 to the Original Agreement which extends only the contract term for a period of one (1) year. Amendment No. 1 has yet to be approved by the County Legislature.

Please be advised that the current authorized agreement expired on October 20, 2017, and any services provided by the Firm shall be considered executed "at risk" and will not be billable until the contract amendment has been approved.

Should you have any questions regarding the foregoing, you may contact Joseph Amerigo, at (516) 571-6804.

Very truly yours,

Rakhal Maitra, P.E.
Deputy Commissioner of Public Works

RM:ss

c: Honorable George Maragos, County Comptroller
Shila Shah-Gavnoudias, Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Jane Houdek, Attorney for Public Works
Joseph Amerigo, Civil Engineer II
Robert LaBaw, Architect III
Susan B. Solomon, Accounting Assistant IV
Brent Chow, Gus Xenakis, Jacobs

LiRo Program and Construction Management, PE P.C.
A LiRo Group Company
Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.938.5491 www.liro.com

March 13, 2015
LiRo No: 13-045-0248

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590-2723

Attn: Shila Shah-Gavnoudias, P.E.
Commissioner

Re: Nassau County Family and Matrimonial Court
Contract No. B90632M
Encumbrance No. CFPW11000001
EXTENSION OF CONTRACT TERM

Dear Commissioner Shah-Gavnoudias:

We are in receipt of your letter dated February 27, 2015 regarding the County's desire to extend our current Agreement for Construction Management Services on the above-referenced contract for a period of two (2) years. This letter confirms our acceptance of the contract extension, and acknowledges the change in contract end date from October 20, 2015 to October 20, 2017. We are aware that all other terms and conditions of the original contract will remain in effect.

Thank you for your attention to this contract extension. We appreciate this opportunity to continue serving Nassau County DPW with our services.

Very truly yours,

LiRo Program and Construction Management, PE P .C.

Lawrence H. Blond, P.E.
Senior Vice President & General Manager

LHB:jh

EDWARD P. MANGANO
COUNTY EXECUTIVE

SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

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

February 27, 2015

DCL#: CB-C-O-179

LiRo Program and Construction Management, P.C.
Three Aerial Way
Syosset, NY 11791

Att: Mr. Lawrence Blond, P.E.

Re: Nassau County Family and Matrimonial Court
Contract No. B90632M
Encumbrance No. CFPW11000001
Extension of Contract Term

To Whom It May Concern:

Pursuant to Article 1, Term, and the provisions of the above referenced Contract for Services, by and between the County of Nassau (the "County") and LiRo Program and Construction Management, P.C. (the "Firm"), you are hereby notified of the County's desire to extend the current Agreement for Construction Management Services for a period of two (2) years, to October 20, 2017, on the same terms and conditions.

The Agreement provides for the County to notify your firm in writing of its desire to extend the Agreement thirty (30) days prior to the close of the current Term, which presently shall terminate on or about October 20, 2017.

Should your firm agree to this Agreement extension, please respond in writing, no later than March 31, 2015, acknowledging receipt of this notification and consent thereto.

Should you have any questions, please contact the undersigned at 516-571-9604.

Very truly yours,

Shila Shah-Gavnoudias, P.E.
Commissioner of Public Works

SSG:RM:ss
c: Honorable George Maragos, County Comptroller
Jane M. Houdek, Attorney for Public Works
Richard P. Millet, Chief Deputy Commissioner of Public Works
Rakhal Maitra, Deputy Commissioner of Public Works
Brent Chow, Gus Xenakis, Jacobs

R:\03 Courts\Construction Mgmt-LiRo B90632M\Contract Document\150227 SSG to LiRo re Contract Extension (to 10.20.2017).doc

Contract ID#: B90632M

Department: Public Works

E-49-11

CF (Capital)

CFPW11000001

Contract Details

SERVICE: Construction Management

NIFS ID #: CFPW11000001 NIFS Entry Date: _____ Term: from Execution Date to 4 yrs later

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name **LiRo Program and Construction Management, P.C.**	Vendor ID# **11-3205660**
Address **Three Aerial Way** **Syosset, NY 11791**	Contact Person **Luis M. Tormenta** Email **ltormenta@liro.com** Phone **(516) 938-5476** Fax **(516) 938-5491**

County Department
Department Contact **Shila Shah-Gavnoudias, P.E.** **Commissioner of Public Works**
Address **1194 Prospect Avenue** **Westbury, NY 11590**
Phone **(516) 571-9604**

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☐	1/14/11		
	DPW (Capital Only)	*CF Capital Fund Approval* ☐	1/14/11		
	OMB	*NIFS Approval* ☐	1/19/11		Yes ☐ No ☐ Not required if Blanket Res
1/21/11	County Attorney	*CA RE & Insurance Verification* ☑	1/24/11		
	County Attorney	*CA Approval as to form* ☒	1/26/11		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	1/31/11	Gregory L. May	
	Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☑	2/20/11	(N)	
	County Executive	*Notarization* *Filed with Clerk of the Leg.* ☐	1/31/11		

PRCF1205 (12/05)

Contract ID#: B90632M

Department: Public Works

Contract Summary

Description: Construction Management services in connection with the Nassau County Family and Matrimonial Court.

Purpose: Approval of a Personal Service Agreement with LiRo Program and Construction Management, P.C. to provide Construction Management services in connection with the Nassau County Family and Matrimonial Court.

Method of Procurement: RFP – A qualification-based rating system in accordance with established DPW procedures.

Procurement History: In August 2010, the County published a Request for Proposals (RFP) in the local newspapers and on the County website. Technical and separately sealed cost proposals were received from ten (10) firms on August 26, 2010. The technical proposals were rated and LiRo Program and Construction Management, P.C. was selected. For more information, refer to the attached memorandum to Rob Walker, Deputy County Executive, dated December 3, 2010.

Description of General Provisions: This is a four (4) year contract to provide pre-construction, construction and post construction phase professional services in connection with the gut renovation and adaptive re-use of 101 County Seat Drive to house the Family and Matrimonial Courts. The contract is for a maximum upset amount of $4,975,797.00.

Pre Construction Services	$332,114
Construction and Post Construction Phase Services	$3,237,730
Contingency	$1,070,953
Temporary Field Office	$135,000
Allowance for Reimbursables	$200,000
Total	$4,975,797

Impact on Funding / Price Analysis: Funding for the contract ($4,975,797) will come from Capital Project No. 90632.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	90
Resp:	632
Object:	000
Transaction:	000

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$
TOTAL	$

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/906323	$4,975,797.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$4,975,797.00

APPROVED 1/24/11

INSURANCE SECTION

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date 10/26/11	Date 9/20/11	(For Office Use Only) E #:

PRCF1205 (12/05)

E-49-11

RULES RESOLUTION NO 86 2011

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on APR 04 2011
VOTING:
ayes 4 **nayes** 3 **abstained** 0 **recused** 0
Legislators present: 7

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

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

CONSTRUCTION MANAGEMENT SERVICES

FOR THE FAMILY AND MATRIMONIAL COURT

AGREEMENT NO. B90632M

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") and (ii) LiRo Program and Construction Management, PC, a consultant firm having its principal office at Three Aerial Way, Syosset, New York 11791 (the "Firm" or the "Contractor").

W I T N E S S E T H:

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

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate forty eight (48) months following the Commencement Date, (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of professional Construction Management services in connection with the renovation of the County office building and site located at 101 County Seat Drive, Mineola, New York. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

(c) For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to two and fifteen-hundredths (2.15) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and fifteen-hundredths (2.15), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy five dollars ($175.00) per hour.

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

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

(2) Testing Laboratory Services, controlled inspections, and the like.

(3) Messenger service and cables as 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 on the Firm or their sub-consultants shall not be paid for by the County.

(6) Direct costs incurred in the relocation of the Firm's temporary field offices.

(7) Other comparable expenses as approved by the Department.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Four Million, Nine Hundred Seventy-five Thousand, Seven Hundred and ninety-seven ($4,975,797.00) dollars.

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed

prior to or was developed or discovered independently from the activities directly related to this Agreement.

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

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

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

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

7. Compliance with Law.

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

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

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

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

or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

12. Termination.

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

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

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

(iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

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

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

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date

the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

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

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

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

22. Joint Venture.

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

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

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

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

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

{Remainder of page intentionally lefty blank}

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

LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, PC

By: _____

Name: Lawrence H. Blond, P.E.

Title: Senior Vice President/General Manager

Date: January 11, 2011

NASSAU COUNTY

By: _____

Name: Edward P. Mangano

Title: County Executive

Date: 10/2010

PLEASE EXECUTE IN BLUE INK

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

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

On the 11th day of January in the year 20 11 before me personally came Lawrence H. Blond to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Sr. Vice President of LiRo Program and Construction Management, 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 – Suffolk County
Commission Expires May 6, 2014

Joann Henzey

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

On the 20 day of October in the year 20 11 before me personally came Edward P. Mangano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Doreen R. Pennica

RECEIVED

[redacted]

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2015

APPENDIX "A"

DETAILED SCOPE OF SERVICES

1. **Introduction:**

The County intends to renovate the existing office building, located at 101 County Seat Drive, Garden City, NY to house the Family and Matrimonial Courts (the "Project") and has engaged the services of an architectural 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. The scope of renovation includes, but is not limited to, site improvements, extensive interior and envelope demolition and re-construction of architectural, structural, mechanical, electrical, plumbing, fire protection and security systems. The project will strive to attain LEED Silver Certification. The building sits on a roughly 21 acre site, which includes an approximately 1,500 space parking lot and site improvements are included in the Project.

2. **Scope of Services:**

The County requires the Construction Manager (CM) to provide consulting, pre-construction, 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; or perform any task, function, or activity, which is properly that of the Architect. The scope of services to be performed by the CM in the respective phases (which may overlap) is summarized below.

2.1 **Pre- Construction Services**

2.1.1 Project Labor Agreement Services – The Firm will perform a Project Labor Agreement (PLA) feasibility study, to determine whether it would be in the County's best interests to negotiate a PLA, and if so determined; negotiate the PLA with the construction trade unions on the County's behalf. In the event a PLA is executed by or on behalf of the County, the CM shall incorporate same in the contract documents, and shall administer the PLA during the construction phase of the project.

2.1.2 Meetings – Meet with the County, Architect, and stake-holders bi-weekly to review design progress and collaboratively plan the construction. Special meetings will be scheduled as the need arises, and participation by the CM at these meetings shall be at no additional cost to the County.

2.1.3 Planning and Scheduling – The CM shall be continuously engaged in planning the project in the pre-construction phase. The CM shall be responsible for preparing the overall project schedule, logistical planning, and phasing plans, which will define the parameters for performing the work of the Project.

2.1.4 Constructability Review – Perform two (2) reviews of the proposed bid documents (one at 50% Construction Documents (CD) and the other at 100% CD stage), and provide written comments and recommendations to the County, concerning constructability of the documents. The construction documents (drawings and specifications) shall be reviewed for clarity, consistency and

completeness. Such review shall be for the sole benefit of the County, and any benefit derived by the Architect shall be merely incidental. Upon completion of the Constructability Review, confer with the County and Architect, as appropriate.

2.1.5 Construction Estimate – Prepare two (2) construction cost estimates (one at 50% CD and the other at 100% CD stage), broken down for each bid package. Each estimate shall be based on quantity take-off; and shall be correlated with the respective bid package. Reconcile each estimate with the independent estimate prepared by the Architect. In the event that the reconciled estimates exceed the budget, confer with the Architect and prepare joint recommendations for bringing the project within budget. With the concurrence of the County, revise the reconciled estimates to reflect the effect of implementing the recommendations. Such revisions shall be at no additional cost to the County.

2.1.6 Construction Documents – Collaborate with the Architect and the County, and augment the County's standard Division 1 (front-end) contract documents. Customize and augment the County's standard front-end documents to meet the needs of this project, including, but not limited to, preparing Supplementary Conditions, site logistic plans, phasing plans, phasing/milestone schedules, and narratives. This effort is to delineate for potential bidders, the parameters for performing the Work without disruption to the Facility's services and operations, or impairment/breach of security.

2.1.7 Procurement Services – Consult with the County regarding the procurement strategy, and make recommendations for the packaging of construction contracts. Assist the County in advertising bids; developing bidder interest; conducting bid walk-through with prospective bidders; preparation and distribution of addenda; obtaining, tabulating and analyzing bids; investigating bidders; and in negotiating and awarding contracts for the construction of the project. It is anticipated, that at the minimum, a "demolition and abatement" package, a separate "renovation" package will be procured.

2.2 Construction Phase Services

2.2.1 Commencement and Duration – The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the project in its entirety by the County. The construction phase is scheduled for 30 months. It is anticipated that there will be multiple construction contracts with concurrent and overlapping schedules.

2.2.2 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 Contractors (CCs), and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to other site users and the general public. Coordinate the installation of County-furnished material, equipment and furniture with the work of the CCs. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CCs. 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.

2.2.3 Site Conditions – As portions of the work become accessible, CM shall promptly

and diligently investigate existing conditions and report to the County 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.

2.2.4 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 CCs. The CM shall promptly notify the County, Architect, and CCs, 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.

2.2.5 Scheduling – The CM shall, with the cooperation of the CCs, prepare the Master Construction Schedule. This Schedule shall be prepared using the critical path method and Primavera P3 (or later version) software, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CCs' contract provisions. The CM shall evaluate CCs' requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. Update the Master Schedule monthly to show progress. Compile 2 week look-ahead schedules from the Master Schedule and augment same with detail provided by the CCs. Prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. Confer with the CCs and prepare recovery schedules, as needed.

2.2.6 Cash Flow Forecast - With the cooperation of the CCs, 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.

2.2.7 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 CCs' contracts, to ensure that each CC's 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.

2.2.8 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 document management (an allowance is included in the fee proposal for Prolog® software licenses and support). The CM shall track

all drawings, CCs' submittals, meeting minutes, requests for information, supplementary bulletins, changes orders, CCs' requisitions/payments, correspondence, reports, and all documents which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well-organized and the information maintained current at all times. The CM shall receive the CCs' submittals such as shop drawings, product data, and samples; promptly review them for completeness and responsiveness; log and finally distribute them to the Architect for review and approval; within 48 hours of receipt by CM of CCs' submittals. The CM shall return submittals to the CCs 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 CCs.

2.2.9 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CCs. CM shall correlate CCs' payment requests with the progress of the Work, and take into account any deficiencies in the Work for which payment is being requested, in making 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 CCs, document construction expenditures, and assist the County with documentation for requests for grants and/or State aid.

2.2.10 Meetings – schedule and conduct regular weekly meetings with the CCs, the Architect, the County, and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related to the Project. The CM shall also attend weekly meetings with the County and/or the Architect. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

2.2.11 Reporting – The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

A. Executive Summary
B. Progress Narrative - supported by photographs and the project schedule updated to show progress
C. Issues Report – Report on all critical and important issues, which require the attention of the County
D. Change Orders – log the status of change orders (e.g., potential, proposed, pending, processed)
E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
F. Budget Report
G. Log of Non-conforming or deficient work
H. Attachments – attach photographs, logs, reports, etc. which are germane to the Issues Report.

2.2.12 Safety - The CM shall require each contractor to submit its safety program and shall serve a central role in dissemination of safety-related information between CCs. The CM shall not have control over or charge of the Work and the CM shall not be responsible for CCs' means, methods, techniques, sequences or

procedures, and/or for safety precautions and programs in connection with the Work of each of the CCs, since these are solely the CCs' responsibility. The CM shall not be responsible for a CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by any CC.

2.2.13 Changes - The CM shall review all Supplementary Bulletins prepared by the Architect prior to their issuance, prepare cost estimates, review CCs' proposals and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope of and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time, and assist the County in negotiating Change Orders. Where changes are or may be the result of the 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.

2.2.14 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.

2.2.15 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.

2.3 Construction and Post-Construction Phase Services

2.3.1 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 verified 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 3 months following the completion of the construction phase.

2.3.2 CC Claims and Disputed Work - The CM shall promptly review CCs' 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 CCs' claims, incorporating the Architect's determination, where applicable.

2.4 Additional Services

2.4.1 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.

APPENDIX "B"

PAYMENT SCHEDULE

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

A. PRECONSTRUCTION SERVICES

In consideration of all pre-construction 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 Three Hundred and Thirty Two Thousand, One Hundred and Fourteen ($332,114) dollars. The Firm shall be compensated for such services by an amount equal to two and one-quarter (2.25) 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 one-quarter (2.25), 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. The table below lists individuals, their titles, and their respective hourly rates. Rate increases (annual or otherwise) are subject to approval by the Commissioner of Public Works.

Name	Title	Hourly Rate
L. Blond	Project Executive	$77.78
J. Hurley	PLA Manager	$77.78
M. Bendetti	Senior Project Manager	$77.78
A. Johansen	Project Manager	$71.21
R. Barsky	Controls Manager	$77.78
A. Paladino	Design Reviewer	$65.00
C. Zanoni	Design Reviewer	$65.00
E. Frysztacki	Engineer	$70.00
R. Forcier	Engineer	$70.00
P. Daulatani	Estimator	$56.00
W. Curran	Estimator	$56.00
M. Levi	LEED Specialist	$75.00
A. Bretan	LEED Specialist	$48.00
L. Andersson	BIM Specialist	$55.00
G. Gifford	Scheduler	$48.00

B. 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 Three Million, Two Hundred and Thirty Seven Thousand, Seven Hundred and Thirty ($3,237,730.00) dollars. The Firm shall be compensated for such services by an amount equal to two and fifteen-hundredths (2.15) 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 fifteen-hundredths (2.15), 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. The table below lists individuals, their titles, and their respective hourly rates. Rate increases (annual or otherwise) are subject to approval by the Commissioner of Public Works.

Name	Title	Hourly Rate
L. Blond	Project Executive	$81.40
M. Bendetti	Senior Project Manager	$80.22
A. Johansen	Project Manager	$73.35
A. Rojas	Office Engineer	$34.69
A. Berrios	MEP Superintendent	$50.00
C. O'Neil	A/C/S Superintendent	$48.00
F. Narov	A/C/S Superintendent	$48.00
J. Enang	Environmental Superintendent	$48.00
F. Ali	Inspector	$48.00
J. Hurley	PLA Manager	$81.40
G. Gifford	Scheduler	$48.00
P. Daulatino	Estimator	$56.00
A. Paladino	Estimator	$56.00
E. Saruis	QA/QC Manager	$61.50
E. Tancredi	Safety Manager	$55.00
M. Levi	LEED Specialist	$75.00
A. Bretan	LEED Specialist	$48.00
L. Andersson	BIM Specialist	$55.00

C. TEMPORARY FIELD OFFICE

The Firm shall be paid an amount of One Hundred and Thirty Five Thousand ($135,000.00) dollars, for the provision, maintenance and subsequent removal of its temporary field office. The Firm shall bill the County for the temporary field office, an amount of Forty-five Hundred ($4,500.00) dollars monthly, for a period of up to 30 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 30 months, extended temporary field office costs, if authorized, shall be billed at Thirty-five hundred (3,500.00) dollars monthly.

D. REIMBURSABLE EXPENSES

1. Prolog licenses and support – the Firm shall be reimbursed for the actual costs 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. The total amount of reimbursable expenses shall not exceed Two Hundred Thousand ($200,000.00) dollars.

D. EXTRA SERVICES

For any additional services to be paid for staffing, the Firm shall be compensated for such extra services by an amount equal to two and fifteen-hundredths (2.15) times the actual salaries or wages paid to the technical personnel engaged in the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and fifteen-hundredths (2.15), 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.

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 Proposer/Bidder hereby certifies the following:

1. The Sr. Vice President & General Manager of the Proposer/Bidder is:

   Lawrence H. Blond, P.E. (Name)

   3 Aerial Way, Syosset, NY 11791 (Address)

   516-938-5476 (Telephone Number)

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

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

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

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

   _____

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

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

January 12, 2011
Dated

Signature of Sr. Vice President & General Manager

Lawrence H. Blond, P.E.
Name of Sr. Vice President & General Manager

Sworn to before me this

12th day of January, 2011

Joann Henzey
Notary Public

JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5057913 – Suffolk County
Commission Expires May 6, 2014