



Certified:

E-93-21

Filed with the
Clerk of Nassau County Legislature
June 4, 2021 11:41AM

NIFS ID:CFPW21000014 Department: Public Works

Capital: X

SERVICE: On-Call Building Design-B90406-01DL

Contract ID #:CFPW21000014 NIFS Entry Date: 23-APR-21 Term: from to

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

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

Vendor Info:	
Name: LiRo Engineers, Inc.	Vendor ID#: [REDACTED]
Address: Three Aerial Way Syosset, NY 11791	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:
Contact Name: Robert LaBaw
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590 Phone: 516 / 571-6812

Routing Slip

Department	NIFS Entry: X	23-APR-21 -- LDIONISIO
Department	NIFS Approval: X	23-APR-21 -- RD'ALLEVA
DPW	Capital Fund Approved: X	23-APR-21 -- RDALLEVA
OMB	NIFA Approval: X	28-APR-21 -- CNOLAN
OMB	NIFS Approval: X	23-APR-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	23-APR-21 -- AAMATO
County Atty.	Approval to Form: X	23-APR-21 -- NSARANDIS
CPO	Approval: X	03-MAY-21 -- KOHAGEN

DCEC	Approval: X	07-MAY-21 -- RCLEARY
Dep. CE	Approval: X	07-MAY-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	04-JUN-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This is an agreement with Liro Engineers Inc. to provide on-call building design services for DPW's building construction group in emergency/time sensitive situations or whenever special expertise is required.
Method of Procurement: RFP was issued 7/2/19 - 12 proposals were received
Procurement History: A RFP was publicized and made available to consulting firms for a period of three (3) weeks. The opening of the consultants technical and cost proposals took place on September 12, 2019. Twelve (12) firms submitted responses to the RFP. The top five (5) firms ranking firms, including LiRo Engineers Inc., were selected.
Description of General Provisions: Liro Engineers Inc. will provide on-call building design services for DPW's building construction group in emergency/time sensitive situations, whenever special expertise is required,
Impact on Funding / Price Analysis: Maximum contract cap is One Million Dollars (\$1,000,000.00). Project 90406.
Change in Contract from Prior Procurement: None.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		1	PWCAPCAP/90406/00002/000	\$ 0.01
Control:	00	Contract:				\$ 0.00
Resp:	CAP	County	\$ 0.00			\$ 0.00
Object:	00002	Federal	\$ 0.00			\$ 0.00
Transaction:	CF	State	\$ 0.00			\$ 0.00
Project #:	90406	Capital	\$ 0.01			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 0.01		TOTAL	\$ 0.01
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

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

WHEREAS, the County has negotiated a personal services agreement with Liro Engineers, Inc. for On-Call Building Design Services: Division of Engineering, 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 Engineers, Inc.



Nassau County Interim Finance Authority

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

1. **Vendor:** LiRo Engineers, Inc.

2. **Dollar amount requiring NIFA approval:** \$1000000

Amount to be encumbered: \$.01

This is a New

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

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

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

3. **Contract Term: 2 years + possible 2 year extension**

Has work or services on this contract commenced? N _____

If yes, please explain:

4. **Funding Source:**

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

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

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? Y

Has NIFA approved the borrowing for this contract? N

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

The Department of Public Works requested proposals from firms to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

CNOLAN

28-APR-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 County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.



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

"ON-CALL" BUILDING DESIGN SERVICES
DIVISION OF ENGINEERING
AGREEMENT NO. B90406-01DL

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

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 on the two (2) year anniversary of the Commencement Date (the "Expiration Date"), unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date, for a possible total term of four (4) years. The decision to renew the contract will be at the sole discretion of the County. The Agreement, so extended, shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its

entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services: Division of Engineering. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

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

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

(2) Testing Laboratory Services.

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

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

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

(6) Premium pay for overtime work or night differential, if required by the specific task, shall be subject to the payment terms indicated in Exhibit "B".

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **One Million (\$1,000,000.00)** dollars for each 2-year term.

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

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

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

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

(f) Payments Relating to Services Rendered by Subconsultants. 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 Subconsultants 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 Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

7. Compliance with Law.

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

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

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach

being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any

threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.

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

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

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

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

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

12. Termination.

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

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

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

Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

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

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

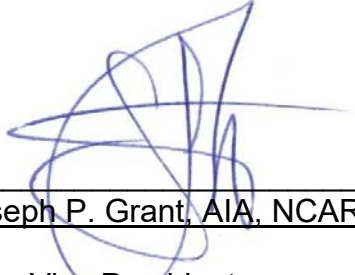
(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(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 and thirty three (\$533)** dollars 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.

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

By:  _____

Name: Joseph P. Grant, AIA, NCARB

Title: Senior Vice President

Date: May 28, 2021

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

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.]

EXHIBIT “A”

DETAILED SCOPE OF SERVICES

ON-CALL BUILDING DESIGN SERVICES

1. Scope of Services:

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

The services to be provided by the Firm under this Agreement consist of “On-Call” Building Design Services for the County's Division of Engineering including, providing study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, constructability reviews, estimating, design reviews, surveys for County infrastructure, and other design related tasks on an as needed basis for various building and related projects, or to serve as an extension of County staff for various building and related projects, and any other design related engineering service.

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

2. Notification

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

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

3. Task Order (Mission) Procedures

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

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the ‘Mission’) that provides a detailed description of the services required by the Department and the type of cost

estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

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

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

(b) Department review of Proposal and Cost Proposal:

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

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

{Remainder of page intentionally left blank}

EXHIBIT “B”

PAYMENT SCHEDULE

ON-CALL BUILDING DESIGN SERVICES

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

1. SERVICES

(a) Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of as specified in Appendix A attached hereto and made part hereof; or (iii) the terms delineated for the specific assigned task. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

(b) Sub-consultants and Special Consultants

Sub-consultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Sub-consultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Sub-consultant or Special Consultant. The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The “Maximum Hourly Wage Rate Schedule” annexed hereto and made a part hereof as Exhibit “C” shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary

increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule.

{Remainder of page intentionally left blank}

EXHIBIT "EE"

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Firms for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Sub-consultants so that, to the greatest extent feasible, all Sub-consultants will be approved prior to commencement of work. Any additions or changes to the list of Sub-consultants under the utilization plan shall be approved by the Commissioner of the Department

of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Firm to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Firm reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Firm welcomed bids and quotes from M/WBE Sub-consultants. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Firm’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Sub-consultants 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 Sub-consultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Sub-consultants were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Firm that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of 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 Firm shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Firm must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Sub-consultants by the County Firm must also be included with the Best Effort Documentation
- i. County Firms may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Sub-consultants 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 A

COST PROPOSAL

(To be submitted in a separately sealed envelope)

Proposer: LiRo Engineers, Inc.

Sub-Consultants: Provide MWBE & SDVOB Utilization Plan

- | | |
|---|------------|
| 1. Proposer's Multiplier: | <u>2.5</u> |
| 2. Proposer's Multiplier for Extra Services: | <u>2.5</u> |
| 3. Sub-Consultant Multiplier: (Cannot Exceed Proposer's Multiplier) | |
| a. <u>Amy S. Greene Environmental Services, Inc.</u> | <u>2.5</u> |
| b. _____ | _____ |
| c. _____ | _____ |
| d. _____ | _____ |

Attach staffing schedule with names, titles, and hourly rates. Maximum hourly rate **with** multiplier is \$175.00.

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY:



(Signature)

PRINT NAME:

Michael Smith, PE

DATE: July 31, 2019

EXHIBIT "C"

MAXIMUM WAGE RATE SCHEDULE



HOURLY RATES

Our Maximum Hourly Rate Schedule is provided below. LiRo and subconsultant Amy S. Greene will be using a multiplier of 2.5 for all work under this contract with a maximum rate of \$175 per hour.

LiRo Engineers, Inc.

Name	Title	Hourly Rate
Joseph Abruzzo, PE	QA/QC	\$70.00
Dianne Pohlsander, AIA	QA/QC	\$61.77
Jonah Allaben, PE	Project Manager	\$70.00
Argiris Giorgou, RA	Project Manager	\$56.59
Erinsson Colon, AIA	Architecture	\$64.91
Lilyanne Parengkuan, RA	Architecture	\$55.19
Poonam Bablani, LEED AP	Architecture	\$41.83
Bruce Korrow, PE	Mechanical	\$55.79
Mirza Sajjal, PE	Mechanical	\$70.00
Eugene Grigortsevich, PE	Mechanical	\$52.92
Jafet Tavaréz, PE, CPD	Mechanical	\$38.79
Thomas DiBenedetto, EIT, LEED AP	Mechanical	\$37.71
James Purcell	Mechanical	\$33.98
Frank Ulisse, PE, PMP	Electrical	\$70.00
Michael Carroll, PE	Electrical	\$70.00
Alex Hernandez, PE	Electrical	\$53.36
Nick Novello, PE	Electrical	\$52.37
Debra Lallier	Plumbing/Fire Protection	\$68.00
Taras Kitseliuk	Plumbing/Fire Protection	\$37.47
Lawrence Kuo, PE	Structural/Civil	\$70.00
Dane Kenny, PE	Structural/Civil	\$70.00
Kenneth Holmstrom, PE	Structural/Civil	\$70.00
Anthony Weber, PE, LEED AP	Structural/Civil	\$64.96
Han Lau, PE	Structural/Civil	\$55.53
Jason Tse, PE, ENV SP	Structural/Civil	\$58.52
Chris Zanoni	Environmental	\$70.00
Rosemarie Salerno	Environmental	\$41.38
James Morse	Environmental	\$36.06
Alex Chirinian, RLA	Landscape Architect	\$33.66
John Eiseman	Survey	\$70.00
Arnold Pecheny, LS	Survey	\$67.31
Andrew Meys, LS	Survey	\$58.03
Timothy McKillen	Survey	\$41.91
Edward Frysztacki, PE, CCP	Cost Estimating	\$70.00
Alfio Paladino, PE	Cost Estimating	\$70.00
Mireya Yong	Cost Estimating	\$69.39
Prakash Daulatani	Cost Estimating	\$70.00
William Curran	Cost Estimating	\$70.00





Amy S. Greene Environmental Consultants, Inc. (WBE)

Name	Title	Hourly Rate
Paul Miller, CPESC, ISA Certified Arborist	Arborist	\$57.64



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, New York 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 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:

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

Signature of Chief Executive Officer

Rocco L. Trotta, PE

Name of Chief Executive Officer

Sworn to before me this

23 day of April, 2021



Notary Public

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

7. Compliance with Law.

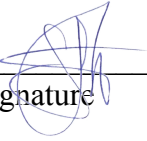
(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including 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 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.

(g) 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

Joseph Grant/Senior Vice President
Printed Name and Title

June 1, 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 Engineers, Inc.

CONTRACTOR ADDRESS: 3 Aerial Way, Syosset, New York 11791

FEDERAL TAX ID #: 131974950

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

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

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

The Contract was entered into after a written request for proposals was issued on July 2, 2019 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, NYS Contract Reporter, [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on July 31, 2019 [date]. Twelve (12) [state #] proposals were received and evaluated. The evaluation committee consisted of: Rakhal Maitra, Deputy Commissioner, Joseph Amerigo, Project Manager IV, Valiant Yeung, Architect III, and Robert LaBaw, Architect IV, Project Manager

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rossann D'Alleva

Department Head Signature

04/15/21

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 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 Engineers, Inc.

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

Vendor's EIN or TIN: 131974950

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
11/03/2020 04:32:35 PM

Lobbyist Registration and Disclosure Form:
11/03/2020 04:33:15 PM

Business History Form certified:
03/22/2021 01:26:34 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
11/03/2020 04:50:46 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Robert Kreuzer [KREUZERR@LIRO.COM]	11/03/2020 04:58:29 PM
Alfred Bereche [BERECHEA@LIRO.COM]	11/03/2020 05:06:06 PM
Michael Bailey, PE [BAILEYM@LIRO.COM]	11/03/2020 04:54:03 PM
Lawrence H. Blond, PE [BLONDL@LIRO.COM]	11/03/2020 04:52:56 PM
Michael Burton, PE [BURTONM@LIRO.COM]	11/03/2020 04:55:14 PM
Rocco L. Trotta, PE [TROTAR@LIRO.COM]	11/03/2020 04:48:27 PM
Peter J. Gerbasi, PE [GERBASIP@LIRO.COM]	11/03/2020 04:56:20 PM
Joseph Massa [MASSAJ@LIRO.COM]	04/21/2021 02:02:07 PM
Michael Smith, PE [SMITHM@LIRO.COM]	11/03/2020 05:00:30 PM
Joseph Grant, AIA [GRANTJ@LIRO.COM]	11/03/2020 05:02:04 PM
Lawrence Roberts [ROBERTSL@LIRO.COM]	11/03/2020 05:07:58 PM

I, Rocco 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 TROTAR@LIRO.COM

Name

Chairman, CEO, President

Title

LiRo Engineers, Inc.

Name of Submitting Entity

04/21/2021 02:22:34 PM

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 ☒ 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: 11/03/2020 04:32:35 PM

Vendor: LiRo Engineers, Inc.

Title: Chairman, CEO, President



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 ☒ 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: 11/03/2020 04:33:15 PM

Vendor: LiRo Engineers, Inc.

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

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

Question 11

Sukhmany Construction

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

Family Intake Center

LiRo Program and Construction Management, PE P.C. ("LiRo"), was retained by the City of New York Department of Design and Construction ("DDC") to provide construction management services during construction of the New Family Intake Center project in the Bronx, New York and maintenance services at the facility for approximately one year following construction. In January 2012, LiRo was notified that a City of New York Department of Investigation ("DOI") investigation was being conducted of certain individuals providing maintenance services at the facility. The company was informed that the DOI was investigating the possibility that certain refrigeration licenses possessed by IBEW Local 94 members performing maintenance services at the facility were fraudulent. The DOI has completed its investigation, which was focused on the individuals working at the Intake Center. Neither LiRo, its owner, officers nor senior managers were found to have any knowledge of or involvement with the issue under investigation. This matter is closed.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Lawrence Roberts
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [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	Business
Description	
Address	1266 E. Main Street, Soundview Plaza, Suite 700R
City	Stamford State/Province/Territory: <u>CT</u> Zip/Postal Code: <u>06902</u>
Country	US
Phone	(203) 992-4560

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

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

Type	Business
Description	
Address	85 Allen Street, Suite 300
City	Rochester State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>14608</u>
Country	US

Phone	(585) 287-8833		
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	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description			
Address	One State Street Plaza, 28th Floor		
City	New York	State/Province/Territory:	NY Zip/Postal Code: 10004
Country	US		
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	141-07 20th Avenue, Suite 503		
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	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		

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	04/03/2000	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Senior Vice President, CFO	04/03/2000

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

YES ☐ NO ☒ 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 ☒ 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 ☒ NO ☐ If Yes, provide details.

An officer of:
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
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 ☒ NO ☐ If Yes, provide details.

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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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 ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

--

I, Lawrence Roberts , 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 Roberts , 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 Engineers, Inc.

Name of submitting business

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

Lawrence Roberts

Senior Vice President/CFO

Title

11/03/2020 05:07:58 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael Burton, 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	Business
Description	
Address	500 Washington Avenue
City	Portland
Country	US
Phone	(207) 582-2400
State/Province/Territory:	ME
Zip/Postal Code:	04103

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

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

Type	Business
Description	
Address	101 Hudson Street, 21st Floor
City	Jersey City
Country	US
State/Province/Territory:	NJ
Zip/Postal Code:	07302

Phone	(732) 409-6953		
Type	Business		
Description			
Address	One State Street Plaza, 28th Floor		
City	New York	State/Province/Territory:	NY Zip/Postal Code: 10004
Country	US		
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	141-07 20th Avenue, Suite 503		
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	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory:	NY Zip/Postal Code: 11501
Country	US		
Phone	(516) 746-2350		
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	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		

Phone (617) 723-7100

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 & National Operations Manager	01/15/2020
Other	Senior Vice President & National Operations Manager	03/16/2009

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

YES ☐ NO ☒ 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 ☒ 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 ☒ NO ☐ If Yes, provide details.

Mr. Burton is an officer for the following affiliated companies:
LiRo Program and Construction Management, PE P.C.
LiRo Architects + Planners, P.C.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
DAI, Inc.
DiGiorgio Associates, Inc.
RLT Engineering, Geology and Land Surveying, P.C.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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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 ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

See attached

1 File(s) Uploaded: PQ Question 11.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 ☒ 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 ☒ 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

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 Engineers, Inc.

Name of submitting business

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

Michael Burton, PE

Executive Vice President & National Operations Manager

Title

11/03/2020 04:55:14 PM

Date

[REDACTED]

[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: Peter J. Gerbasi, 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	Business
Description	
Address	500 Washington Avenue
City	Portland
Country	US
Phone	(207) 582-2400

Type	Business
Description	
Address	One State Street Plaza, 28th Floor
City	New York
Country	US
Phone	(212) 563-0280

Type	Business
Description	
Address	101 Hudson Street, 21st Floor
City	Jersey City
Country	US
Phone	(732) 409-6953

Type	Business
Description	
Address	703 Lorimer Street
City	Brooklyn
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	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	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	141-07 20th Avenue, Suite 503		
City	Whitestone	State/Province/Territory:	NY Zip/Postal Code: 11357
Country	US		
Phone	(718) 445-5295		
Type	Business		
Description			
Address	1266 E. Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	09/24/2007		
(Other)			

Type	Description	Start Date
Other	Senior Vice President	10/18/2016

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

YES ☐ NO ☒ 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 ☒ 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 ☒ NO ☐ If Yes, provide details.

Officer of RLT Engineering, Geology and Land Surveying, PC
--

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

--

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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 ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Peter J. Gerbasi, 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, Peter J. Gerbasi, 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 Engineers, Inc.

Name of submitting business

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

Peter J. Gerbasi, PE

Senior Vice President

Title

11/03/2020 04:56:20 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph Massa, CCM
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] 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: Woodbury State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

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 503		
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	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
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	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		
Phone	(207) 582-2400		
Type	Business		
Description			
Address	1 State Street Plaza, 28th Floor		
City	New York	State/Province/Territory:	NY Zip/Postal Code: 10004
Country	US		
Phone	(212) 563-0280		
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	690 Delaware Avenue		
City	Buffalo	State/Province/Territory:	NY Zip/Postal Code: 14209
Country	US		

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/ Chief Administrative Officer	10/01/2018
Other	Executive Vice President, Chief Operating Officer	10/20/2020

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

YES ☐ NO ☒ 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 ☒ 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 ☒ NO ☐ If Yes, provide details.

Mr. Massa is an officer of the following companies:
 LiRo GIS, Inc.
 LiRo Constructors, Inc.
 LiRo Program and Construction Management, Inc.
 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 ☒ NO ☐ If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.
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 ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph Massa , 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, Joseph Massa , 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 Engineers, Inc.

Name of submitting business

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

Joseph Massa 

Executive Vice President/Chief Operating Officer

Title

04/21/2021 02:02:07 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Robert Kreuzer
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [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): 3 Aerial Way
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	1 State Street Plaza, 28th Floor
City	New York State/Province/Territory: NY Zip/Postal Code: 10004
Country	US
Phone	(212) 563-0280

Type	Business
Description	
Address	141-07 20th Avenue, Suite 503
City	Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country	US
Phone	(718) 445-5295

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	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	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) 409-6953		
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		

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	09/01/2007		
(Other)			

Type	Description	Start Date
Other	Senior Vice President	04/07/2017

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

YES ☐ NO ☒ 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 ☒ 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 ☒ NO ☐ If Yes, provide details.

Officer of RLT Engineering, Geology and Land Surveying, PC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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 ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Robert Kreuzer , 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, Robert Kreuzer , 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 Engineers, Inc.

Name of submitting business

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

Robert Kreuzer

Senior Vice President

Title

11/03/2020 04:58:29 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph Grant, AIA
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	Business
Description	
Address	703 Lorimer Street
City	Brooklyn
Country	US
Phone	(718) 782-0267

Type	Business
Description	
Address	529 Main Street, Suite 3303
City	Boston
Country	US
Phone	(617) 723-7100

Type	Business
Description	
Address	1 State Street Plaza, 28th Floor
City	New York
Country	US
Phone	(212) 563-0280

Type	Business
Description	
Address	690 Delaware Avenue
City	Buffalo
Country	US

Phone	(716) 882-5476		
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) 409-6953		
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	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	141-07 20th Avenue, Suite 503		
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	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	09/14/2015		
(Other)			

Type	Description	Start Date
Other	Senior Vice President	03/09/2020

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

YES ☐ NO ☒ 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 ☒ 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 ☒ NO ☐ If Yes, provide details.

Officer of:
LiRo Architects + Planners, P.C.
DiGiorgio Associates, Inc.
DAI, Inc.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Architects & Engineers West, PC (NJ)

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action

taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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 ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph Grant, AIA , 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, Joseph Grant, AIA , 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 Engineers, Inc.

Name of submitting business

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

[REDACTED]

Senior Vice President

Title

11/03/2020 05:02:04 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

1. Principal Name: Alfred Bereche
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	Business
Description	
Address	One State Street Plaza, 28th Floor
City	New York State/Province/Territory: NY Zip/Postal Code: 10004
Country	US
Phone	(212) 563-0280

Type	Business
Description	
Address	141-07 20th Avenue, Suite 503
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	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	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	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) 409-6953		
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		

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	03/23/2011
Chief Financial Officer	_____	Partner	_____
Vice President	12/01/2015		
(Other)			

Type	Description	Start Date
Other	Senior Vice President, General Counsel, Secretary	10/24/2018

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

YES ☐ NO ☒ 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 ☒ 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 ☒ NO ☐ If Yes, provide details.

An officer of:
 LiRo Program and Construction Management, Inc.
 LiRo Constructors, Inc.
 Monitor Builders, Inc.
 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action

taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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 ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.
-

I, Alfred Bereche , 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, Alfred Bereche , 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 Engineers, Inc.

Name of submitting business

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

Alfred Bereche

Senior Vice President, General Counsel, Secretary

Title

11/03/2020 05:06:06 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael Smith, 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	Business
Description	
Address	One State Street Plaza, 28th Floor
City	New York State/Province/Territory: NY Zip/Postal Code: 10004
Country	US
Phone	(212) 563-0280

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	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	141-07 20th Avenue, Suite 503		
City	Whitestone	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>11357</u>
Country	US		
Phone	(718) 445-5295		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>11211</u>
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>11801</u>
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	85 Allen Street, Suite 300		
City	Rochester	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>14608</u>
Country	US		
Phone	(585) 287-8833		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	<u>NJ</u> Zip/Postal Code: <u>07302</u>
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	<u>PA</u> Zip/Postal Code: <u>18503</u>
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	<u>MA</u> Zip/Postal Code: <u>02129</u>
Country	US		
Phone	(617) 723-7100		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	<u>ME</u> Zip/Postal Code: <u>04103</u>
Country	US		

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	08/06/2016		
(Other)			

Type	Description	Start Date
Other	Senior Vice President	07/22/2019

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

YES ☐ NO ☒ 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 ☒ 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 ☒ NO ☐ If Yes, provide details.

Officer at:
DiGiorgio Associates, Inc.
DAI 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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 ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

--

I, Michael Smith, 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 Smith, 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 Engineers, Inc.

Name of submitting business

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

Michael Smith, PE

Senior Vice President

Title

11/03/2020 05:00:30 PM

Date

Business History Form

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

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

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

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

Date: 03/22/2021

1) Proposer's Legal Name: LiRo Engineers, Inc.

2) Address of Place of Business: 3 Aerial Way

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

Country: US

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

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

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

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

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

Address: 141-07 20th Avenue, Suite 503
City: Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country: US

Start Date: _____ End Date: _____

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

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

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

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

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

Address: 529 Main Street, Suite 3303
City: Boston State/Province/Territory: MA Zip/Postal Code: 02129
Country: US
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: 007167914

5) Federal I.D. Number: 131974950

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☒ NO ☐ If yes, please provide details:

LiRo Engineers, Inc. shares office space, staff, and equipment expenses with its affiliates:

LiRo Program and Construction Management, PE P.C.

LiRo Architects + Planners, P.C.

LiRo Architects & Engineers West, P.C.

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

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

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

LiRo 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 ☒ NO ☐ If yes, please provide details:

DAI, Inc., DiGiorgio Associates, Inc., James LaSala & Associates, LLP

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☒ NO ☐ If yes, please provide details:

See attached.

1 File(s) Uploaded: BH Question 9.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 ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

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

See attached.

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

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

See attached

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide details for each such investigation, an explanation of the

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

LiRo Engineers, Inc. (the "Company") recently received notice that it is delinquent in the filing of Commercial Rent Tax Returns related to its office space located in lower Manhattan for the period 2012 to present. LiRo's outside accountant is responsible for all LiRo tax filings. To remedy this filing deficiency, LiRo has engaged the services of a new accountant to prepare the delinquent returns for all requested years. LiRo has filed and paid the owed taxes from the period of 2012 to present (including interest payment) on August 3, 2020. This matter has been paid in full and is now closed. Proof of Payment is attached.

1 File(s) Uploaded: Tax Payment Resolution Information.pdf

- 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 conflicts 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 conflicts 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 conflicts 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 ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

04/28/1925

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.

None - LiRo Engineers, Inc is 100% owned by RT Asset Holdings, LLC

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.

No officers and directors from this company have been attached.

1 File(s) Uploaded: BHF Question A iii 11.1.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

531

vi) Annual revenue of firm;

137000000

vii) Summary of relevant accomplishments

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

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

1 File(s) Uploaded: LE NYS Education Dept Cert _Exp 10-2021.pdf

B. Indicate number of years in business.

95

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 nearly 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 City of Glen Cove

Contact Person Lou Saulino

Address	9 Glen Street		
City	Glen Cove	State/Province/Territory	NY
Country	US		
Telephone	(516) 676-4402		
Fax #	(516) 676-3104		
E-Mail Address	Isaulino@cityofglencoveny.org		

Company	Suffolk County DPW		
Contact Person	William Hillman		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4002		
Fax #	(631) 852-4006		
E-Mail Address	william.hillman@suffolkcountyny.gov		

Company	Town of Oyster Bay DPW, Department of Highways		
Contact Person	Richard Lenz, Commissioner		
Address	150 Miller Place		
City	Syosset	State/Province/Territory	NY
Country	US		
Telephone	(516) 677-5935		
Fax #	(516) 677-5878		
E-Mail Address	rlenzen@oysterbay-ny.gov		

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 Engineers, Inc.

Electronically signed and certified at the date and time indicated by:
Rocco L. Trotta, PE [TROTAR@LIRO.COM]

Chairman, CEO, President
Title

03/22/2021 01:26:34 PM
Date

NEW YORK STATE EDUCATION DEPARTMENT

EACH CORPORATION LAWFULLY PRACTICING THE PROFESSION INDICATED HEREON
MUST CONSPICUOUSLY DISPLAY THIS CERTIFICATE IN ITS PRINCIPAL OFFICE AT
ALL TIMES AS AUTHORITY TO PRACTICE DURING THE CURRENT PERIOD

(In the event of a change of address return this certificate for correction)

THIS IS TO CERTIFY THAT

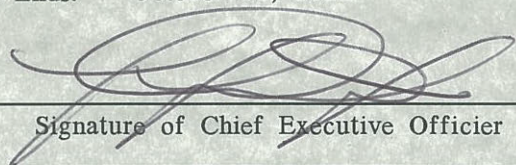
LIRO ENGINEERS INC
MONICA MORA-LEGAL ADMIN ASST
3 AERIAL WAY
SYOSSET

NY 11791-0000

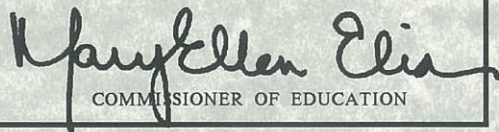
HAVING MET THE STATUTORY REQUIREMENTS OF THE STATE OF NEW YORK IS REGISTERED
FOR THE PRACTICE OF PROFESSIONAL ENGINEERING

Triennium Ends: October 31, 2021

Serial No. 99034



Signature of Chief Executive Officer



COMMISSIONER OF EDUCATION

Read instructions on reverse side

Question 9

RT Asset Holdings, LLC is the entity that owns and controls LiRo Engineers, Inc.

LiRo Affiliated Companies include:

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

Exhibit A - Structure Tone Affiliate Regulatory Disclosure

LiRo Engineers, Inc is an independent operating company. LiRo Engineers, Inc shares common ownership and management with other legal operating companies, referred to informally as the Structure Tone Organization (STO).

Within the past five (5) years, neither LiRo Engineers, Inc, nor any of its officers, or managerial employees have been investigated by any government agency, including but not limited to federal, state and local regulatory agencies. Nevertheless, in the interests of full disclosure, LiRo Engineers, Inc discloses the following with respect to one STO company, specifically, Structure Tone, Inc. (subsequently reorganized under new ownership as Structure Tone, LLC):

An investigation by the New York County District Attorney's Office ("District Attorney") revealed that, on certain Construction Manager at Risk projects during the period of 2005 through 2009, a Structure Tone entity – Structure Tone, Inc. ("STI"), which was subsequently reorganized under new ownership as Structure Tone, LLC – did not maintain proper business records related to certain procurement practices, causing inconsistencies in its billing processes. The relevant conduct pertaining to the investigation ceased in 2009 after company record keeping and invoicing practices were improved. Specifically STI, as confirmed by the District Attorney, undertook a series of significant steps to enhance its corporate compliance program, increase transparency in its purchasing practices, and institute new measures to improve its business practices. On April 30, 2014, as a result of the prior conduct, STI reached a corporate settlement with the District Attorney and pleaded guilty to one count of Falsifying Business Records pursuant New York State Penal Law § 175.10. STI was sentenced to a conditional discharge that required the company (and a related entity) to make a collective payment to the New York State Asset Forfeiture Fund in the amount of \$55 million. No employees of STI, nor any key executives, were arrested, charged, pleaded guilty or otherwise convicted of criminal conduct as a result of the investigation. The District Attorney did not impose a monitor or mandate any changes to Structure Tone's now-existing Compliance Program.

Structure Tone is guided daily by a comprehensive corporate compliance program. The company takes matters of integrity and compliance seriously and, should information be brought to our attention that is pertinent to our business relationship with your firm, we will advise you accordingly. Should you have any further questions, please contact Structure Tone's General Counsel, David Cahill, at (212) 251-9240, or its Chief Ethics and Compliance Officer, Brian Fields, at (212) 251-9279. For more information on Structure Tone's global compliance program, please see <https://structuretone.com/compliance> or contact Brian Fields.

Question 13

Sukhmany Construction

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

Family Intake Center

LiRo Program and Construction Management, PE P.C. ("LiRo"), was retained by the City of New York Department of Design and Construction ("DDC") to provide construction management services during construction of the New Family Intake Center project in the Bronx, New York and maintenance services at the facility for approximately one year following construction. In January 2012, LiRo was notified that a City of New York Department of Investigation ("DOI") investigation was being conducted of certain individuals providing maintenance services at the facility. The company was informed that the DOI was investigating the possibility that certain refrigeration licenses possessed by IBEW Local 94 members performing maintenance services at the facility were fraudulent. The DOI has completed its investigation, which was focused on the individuals working at the Intake Center. Neither LiRo, its owner, officers nor senior managers were found to have any knowledge of or involvement with the issue under investigation. This matter is closed.

Malicki, Nancy

From: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
Sent: Wednesday, September 23, 2020 1:49 PM
To: Mora, Monica
Cc: Bereche, Alfred; Jacob, Ayad (DOF)
Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

See following Period detail showing credit balance \$354.61



59 Maiden Lane 24th Fl
New York, NY 10038-4502
nyc.gov/finance

Letter ID :
Tax Type : Commercial Rent Tax
Account ID : 040-100140148003
Period : 31-May-2020

LIRO-KASSNER INC
3 AERIAL WAY
SYOSSET NY 11791-5501

Period 1

Below you will find details for the period: 31-May-2020. These details are informational only and for your records.

Period Activity	Balance
Return Tax	\$41,376.39
Late File Penalty	\$1,861.94
Penalty Waiver	-\$2,068.82
Late Payment Penalty	\$206.88
Interest	\$286.62
Return Payment	-\$41,731.00
Credit Transfer Dbt	\$67.99
CRT Tax Receive	-\$67.99
CRT Tax Receive	-\$286.62
	-\$354.61

Carefully examine the information provided. If any discrepancies are found you can submit additional documentation along w copy of this statement to P.O. Box 5563, Binghamton, NY 13902-5563. To serve you better, please be sure to include an ema address or telephone number where we can reach you.

For further information contact us at: eservices@finance.nyc.gov or (212) 440-5300 Option 3.

From: Mora, Monica <moram@liro.com>
Sent: Wednesday, September 23, 2020 1:40 PM
To: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
Cc: Bereche, Alfred <Berechea@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN 13-1974950

Thank you Ranjit for your help, is there a formal document/release that can be provided so we can forward to our clients?

From: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
Sent: Wednesday, September 23, 2020 1:38 PM
To: Mora, Monica <moram@liro.com>
Cc: Bereche, Alfred <Berechea@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN 13-1974950

Good afternoon Monica,

We have resolved the issue of check payment of Check# 79125 dt 8/17/2020 for \$7,831.05. Your account is updated.

Thank you for your patience.

Ranjit

From: Mora, Monica <moram@liro.com>
Sent: Monday, September 21, 2020 12:02 PM
To: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
Cc: Bereche, Alfred <Berechea@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN 13-1974950

Good Morning:

I am following up to see if there are any updates on the review. TY

From: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
Sent: Wednesday, September 16, 2020 12:52 PM
To: Mora, Monica <moram@liro.com>
Cc: Bereche, Alfred <Berechea@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN 13-1974950

Please wait. This case is under review.

From: Mora, Monica <moram@liro.com>
Sent: Wednesday, September 16, 2020 11:46 AM
To: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
Cc: Bereche, Alfred <Berechea@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN 13-1974950

Ranjit:

I spoke to our controller who handled the payment for the interest listed on the statement regarding your request and she has provided the following response:

“Capital One provides us with for cancelled checks. It has been years since banks have sent actual original checks back showing them endorsed.

What I attached is Capital One’s cancelled check report.”

“Page 1- shows our account number, name, check number, the date the check was cashed and the amount of endorsement”

“Page 2 – The front of check detail which verifies the information on page 1”

“Page 3 – The back of check which show NYC’s endorsement stamp”

From: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>

Sent: Wednesday, September 16, 2020 10:12 AM

To: Bereche, Alfred <Berechea@liro.com>; Mora, Monica <moram@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN 13-1974950

Good morning,

Cancelled check means check paid by bank. We required copy of back and front of check paid by Bank. We want to ascertain to whom(payees name) money paid and the endorsement by paying bank.

Thanks,

From: Bereche, Alfred <Berechea@liro.com>

Sent: Wednesday, September 16, 2020 10:07 AM

To: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Mora, Monica <moram@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>

Subject: Re: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN 13-1974950

The second and third page of what we sent you is the cancelled check, do you not agree?

Alfred C. Bereche

Senior Vice President, General Counsel

and Corporate Secretary



Integrated Construction, Design, and Technology Solutions
3 Aerial Way| Syosset, New York| 11791

516.938.5476 [T] | 516.408.8199 [M] | www.liro.com

This e-mail and any attachments may contain confidential information that may be proprietary or privileged to a LiRo Group company. If you receive this message in error or are not the intended recipient, you should not retain, distribute, disclose or use any of this information and you should destroy the e-mail and any attachments or copies.

From: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>

Sent: Wednesday, September 16, 2020 10:02 AM

To: Mora, Monica <moram@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
Cc: Bereche, Alfred <Berechea@liro.com>
Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

We sorry to say that attachment you sent is " check detail". we want copy of Back and front side of Cancelled /paid check

From: Mora, Monica <moram@liro.com>
Sent: Wednesday, September 16, 2020 9:49 AM
To: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
Cc: Bereche, Alfred <Berechea@liro.com>
Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

Ranjit:

See attached which I previously sent both yesterday and when you initially requested the copy. The attachment contains the cover page and the front and back of check-3 pages total.

From: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
Sent: Wednesday, September 16, 2020 9:42 AM
To: Mora, Monica <moram@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
Cc: Bereche, Alfred <Berechea@liro.com>
Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

Hello,

Please keep the email chain. We have responded to your inquiry to submit front and back side of cancelled check for research. You have not provided yet.
Secondly, you should make payment by ACH debit or electronica payment to avoid this issue. The attachment you sent do not provide detail information to research.
Please remember we help you in past on priority level.

Ranjit

From: Mora, Monica <moram@liro.com>
Sent: Tuesday, September 15, 2020 4:59 PM
To: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
Cc: Bereche, Alfred <Berechea@liro.com>
Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

Good afternoon:

I am following up on LiRo's request of a release demonstrating the tax issue has been fully paid and matter closed. We are having issues with another one of our client who is requesting a releases and we are facing an issue with a contract hold up due to not being able to provide said documentation. At this time since I have provided evidence that we have paid the fees listed in the notice you provided below, we respectfully request that the release be provided. Thank you for your time and assistance



59 Maiden Ln, 28th Fl
New York, NY 10038-4502
nyc.gov/finance

September 14, 2020

Letter ID : L1568091392
FEIN : XX-XXX4950

LIRO-KASSNER INC
3 AERIAL WAY
SYOSSET NY 11791-5501

Financial Statement of Account

Why we are contacting you:

This letter serves as notification of filing periods with credits and/or balances due.

What you must do:

Request a refund or transfer of credit balances and pay the amount due in full or make payment arrangements online at nyc.gov/eservices. If you feel our records are not accurate, carefully examine your account activity below, then log on to e-Services at nyc.gov/eservices and respond to this notice using the Letter ID above.

Commercial Rent Tax - 040-100140148003

Filing Period	Tax	Penalty	Interest	Payments/Credits	Balance Due
5/31/2012	\$15,200.94	\$436.25	\$14,056.09	-\$28,609.99	\$1,083.29
5/31/2013	\$15,573.84	\$444.78	\$12,235.24	-\$27,132.00	\$1,121.86
5/31/2014	\$16,985.22	\$0.00	\$11,152.79	-\$27,452.00	\$686.01
5/31/2015	\$18,808.68	\$0.00	\$10,087.03	-\$28,193.00	\$702.71
5/31/2016	\$20,100.68	\$0.00	\$8,554.71	-\$27,930.00	\$725.39
5/31/2017	\$20,527.46	\$0.00	\$6,490.37	-\$26,332.00	\$685.83
5/31/2018	\$18,001.39	\$0.00	\$3,822.98	-\$21,317.00	\$507.37
5/31/2019	\$41,954.72	\$1,556.84	\$4,315.42	-\$45,863.00	\$1,963.98
	\$167,152.93	\$2,437.87	\$70,714.63	-\$232,828.99	\$7,476.44

For further information about this notice contact us at eservices@finance.nyc.gov or (212) 440-5300 - use option 3.

From: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>

Sent: Monday, September 14, 2020 3:01 PM

To: Mora, Monica <moram@liro.com>

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

Please send us front and backside of paid check,

From: Mora, Monica <moram@liro.com>

Sent: Monday, September 14, 2020 1:26 PM

To: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

Please see attached cancelled check which confirms the check was received and deposited by NY DOF. TY

From: Mora, Monica

Sent: Monday, September 14, 2020 12:59 PM

To: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

Ranjit:

On 9/8/20 I sent you evidence that a check was sent for the below referenced statement to which you replied that the payment is not reflective in NYC Finance system. Now today you are advising again that we did not make a payment however at this point is it that the check was not received by NYC Finance instead of stating we did not pay?

From: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>

Sent: Monday, September 14, 2020 12:53 PM

To: Mora, Monica <moram@liro.com>

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

We sent you following tax debt previously. You have not paid so far as promised..



59 Maiden Ln, 28th Fl
New York, NY 10038-4502
nyc.gov/finance

September 14, 2020

Letter ID : L1568091392
FEIN : XX-XXX4950

LIRO-KASSNER INC
3 AERIAL WAY
SYOSSET NY 11791-5501

Financial Statement of Account

Why we are contacting you:

This letter serves as notification of filing periods with credits and/or balances due.

What you must do:

Request a refund or transfer of credit balances and pay the amount due in full or make payment arrangements online at nyc.gov/eservices. If you feel our records are not accurate, carefully examine your account activity below, then log on to e-Services at nyc.gov/eservices and respond to this notice using the Letter ID above.

Commercial Rent Tax - 040-100140148003

Filing Period	Tax	Penalty	Interest	Payments/Credits	Balance Due
5/31/2012	\$15,200.94	\$436.25	\$14,056.09	-\$28,609.99	\$1,083.29
5/31/2013	\$15,573.84	\$444.78	\$12,235.24	-\$27,132.00	\$1,121.86
5/31/2014	\$16,985.22	\$0.00	\$11,152.79	-\$27,452.00	\$686.01
5/31/2015	\$18,808.68	\$0.00	\$10,087.03	-\$28,193.00	\$702.71
5/31/2016	\$20,100.68	\$0.00	\$8,554.71	-\$27,930.00	\$725.39
5/31/2017	\$20,527.46	\$0.00	\$6,490.37	-\$26,332.00	\$685.83
5/31/2018	\$18,001.39	\$0.00	\$3,822.98	-\$21,317.00	\$507.37
5/31/2019	\$41,954.72	\$1,556.84	\$4,315.42	-\$45,863.00	\$1,963.98
	\$167,152.93	\$2,437.87	\$70,714.63	-\$232,828.99	\$7,476.44

For further information about this notice contact us at eservices@finance.nyc.gov or (212) 440-5300 - use option 3.

From: Mora, Monica <moram@liro.com>

Sent: Monday, September 14, 2020 12:02 PM

To: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

Good Afternoon:

I am following up on this to see if the payment is reflective so in this manner we can obtain some sort of release that we can provide another one of our clients. Please advise. TY

From: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>

Sent: Tuesday, September 08, 2020 10:05 AM

To: Mora, Monica <moram@liro.com>

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

Good Morning Monica,
Payment not reflected on TP account yet.

Ranjit

From: Mora, Monica <moram@liro.com>

Sent: Tuesday, September 08, 2020 9:46 AM

To: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

Good Morning Ranjit:

I was advised that the below referenced invoice was paid, please see attached payment. Let me know if this sufficient to issue a letter of satisfication and/or a notice of release

From: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>

Sent: Friday, September 04, 2020 11:04 AM

To: Mora, Monica <moram@liro.com>

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

Hi Monica,

We sent following tax debt statement of \$7,544.43 to pay This debt is after granting abatement of penalties per request of Bereche, Alfred, Senior vice president .We gave compliance based on assurance to pay remaining tax liability.
Please pay.

Ranjit.



59 Maiden Ln, 28th Fl
New York, NY 10038-4502
nyc.gov/finance

September 4, 2020

Letter ID : L1798221056
FEIN : XX-XXX4950

LIRO-KASSNER INC
3 AERIAL WAY
SYOSSET NY 11791-5501

Financial Statement of Account

Why we are contacting you:

This letter serves as notification of filing periods with credits and/or balances due.

What you must do:

Request a refund or transfer of credit balances and pay the amount due in full or make payment arrangements online at nyc.gov/eservices. If you feel our records are not accurate, carefully examine your account activity below, then log on to e-Services at nyc.gov/eservices and respond to this notice using the Letter ID above.

Commercial Rent Tax - 040-100140148003

Filing Period	Tax	Penalty	Interest	Payments/Credits	Balance Due
5/31/2012	\$15,200.94	\$436.25	\$14,056.09	-\$28,542.00	\$1,151.28
5/31/2013	\$15,573.84	\$444.78	\$12,235.24	-\$27,132.00	\$1,121.86
5/31/2014	\$16,985.22	\$0.00	\$11,152.79	-\$27,452.00	\$686.01
5/31/2015	\$18,808.68	\$0.00	\$10,087.03	-\$28,193.00	\$702.71
5/31/2016	\$20,100.68	\$0.00	\$8,554.71	-\$27,930.00	\$725.39
5/31/2017	\$20,527.46	\$0.00	\$6,490.37	-\$26,332.00	\$685.83
5/31/2018	\$18,001.39	\$0.00	\$3,822.98	-\$21,317.00	\$507.37
5/31/2019	\$41,954.72	\$1,556.84	\$4,315.42	-\$45,863.00	\$1,963.98
	\$167,152.93	\$2,437.87	\$70,714.63	-\$232,761.00	\$7,544.43

For further information about this notice contact us at eservices@finance.nyc.gov or (212) 440-5300 - use option 3.

From: Mora, Monica <moram@liro.com>

Sent: Friday, September 04, 2020 10:31 AM

To: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

Good afternoon Ranjit:

I know the below has been resolved and we are compliant with our taxes, however another of our client's performed a due diligence search and is now (not related to NYC work) requesting proof that this matter is resolved. They will not accept the cancelled check they want something formal from NYC DOF. Would you be able to provide or can you direct me to someone who can help me? TY

Monica Mora
Senior Paralegal



The LiRo Group

Integrated Construction, Design, and Technology Solutions

3 Aerial Way | Syosset, New York | 11791

516.214-8111 [T] | www.liro.com

Begin forwarded message:

From: "Vaghela, Ranjit (DOF)" <VaghelaR@finance.nyc.gov>

Date: August 11, 2020 at 3:14:00 PM EDT

To: "Bereche, Alfred" <Berechea@liro.com>

Cc: "Jacob, Ayad (DOF)" <JacobAyad@Finance.Nyc.Gov>

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

Good afternoon Alfred,

Thank you for your help to resolve long pending issue.

We notice CRT and tax liability for 5/2012- 5/2020 are posted on your account generated Tax debt of \$80,771.21 per following Financial Statement of Account.

Kindly arrange to pay.

Regards,

Ranjit,



59 Maiden Ln, 28th Fl
New York, NY 10038-4502
nyc.gov/finance

August 11, 2020

Letter ID : L1059540224
Tax Type : Commercial Rent Tax
Account ID : 040-100140148003

LIRO-KASSNER INC
3 AERIAL WAY
SYOSSET NY 11791-5501

Financial Statement of Account

Why we are contacting you:

This letter serves as notification of filing periods with credits and/or balances due.

What you must do:

Request a refund or transfer of credit balances and pay the amount due in full or make payment arrangements online at nyc.gov/eservices. If you feel our records are not accurate, carefully examine your account activity below, then log on to e-Services at nyc.gov/eservices and respond to this notice using the Letter ID above.

Commercial Rent Tax - 040-100140148003

Filing Period	Tax	Penalty	Interest	Payments/Credits	Balance Due
5/31/2012	\$15,200.94	\$7,656.45	\$14,056.09	-\$28,542.00	\$8,371.48
5/31/2013	\$15,573.84	\$7,842.38	\$12,235.24	-\$27,132.00	\$8,519.46
5/31/2014	\$16,985.22	\$8,549.57	\$11,152.79	-\$27,452.00	\$9,235.58
5/31/2015	\$18,808.68	\$9,473.13	\$10,087.03	-\$28,193.00	\$10,175.84
5/31/2016	\$20,100.68	\$10,123.88	\$8,554.71	-\$27,930.00	\$10,849.27
5/31/2017	\$20,527.46	\$9,145.26	\$6,490.37	-\$26,332.00	\$9,831.09
5/31/2018	\$18,001.39	\$6,939.73	\$3,822.98	-\$21,317.00	\$7,447.10
5/31/2019	\$41,954.72	\$13,933.42	\$4,315.42	-\$45,863.00	\$14,340.56
5/31/2020	\$41,376.39	\$2,068.82	\$286.62	-\$41,731.00	\$2,000.83
	\$208,529.32	\$75,732.64	\$71,001.25	-\$274,492.00	\$80,771.21

For further information about this notice contact us at eservices@finance.nyc.gov or (212) 440-5300 - use option 3.

From: Bereche, Alfred <Berechea@liro.com>
Sent: Friday, August 07, 2020 2:49 PM
To: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>

Cc: Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>

Subject: Re: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

That's fantastic. Thank you for all your help

Sent from my iPhone

On Aug 7, 2020, at 2:45 PM, Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov> wrote:

Good afternoon Alfred,

Based on your filing confirmation for tax return 5/2016- 5/2020 and tax debt payment for 5/2012- 5/2020. We placed tax status of -Liro- Engineers Inc EIN 13-1974950- **In compliance**. The compliance status will reflect on passport tomorrow.

Thank you for your cooperation.

Ranjit

From: Bereche, Alfred <Berechea@liro.com>

Sent: Friday, August 07, 2020 1:42 PM

To: Khan, Yasmin (DDC) <KhanY@ddc.nyc.gov>; Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Mora, Monica <moram@liro.com>; Aliberti, Jerry (DDC) <ALIBERTI@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>; Ng, Chi Lun (Alan) (DOF) <NgChiLun@finance.nyc.gov>; Parker-Cortijo, Pamela (DOF) <Parker-CortijoP@finance.nyc.gov>

Cc: Tormenta, Luis <Tormental@liro.com>; Gerbasi, Peter <GerbasiP@liro.com>; Caggiano, Anthony <CaggianoA@liro.com>; Anfossi, Andrea <Anfossia@liro.com>

Subject: Re: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN 13-1974950

Ayad,

Please see attached, confirmation of electronic filing of returns for the periods 2015 - 2020 (last 5 years). For some reason, we are having trouble electronically filing the remaining 4 returns for the earlier years. Working diligently to resolve. Are the returns that have been filed sufficient to resolve the clearance issue today?


Please let me know and thank you again for your assistance.

Al

Alfred C. Bereche

Senior Vice President, General Counsel

and Corporate Secretary

 The LiRo Group

Integrated Construction, Design, and Technology Solutions
3 Aerial Way| Syosset, New York| 11791

516.938.5476 [T] | 516.408.8199 [M] | www.liro.com

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From: Khan, Yasmin (DDC) <KhanY@ddc.nyc.gov>
Sent: Friday, August 7, 2020 1:21 PM
To: Bereche, Alfred <Berechea@liro.com>; Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Mora, Monica <moram@liro.com>; aliberti@ddc.nyc.gov <aliberti@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>; Ng, Chi Lun (Alan) (DOF) <NgChiLun@finance.nyc.gov>; Parker-Cortijo, Pamela (DOF) <Parker-CortijoP@finance.nyc.gov>
Cc: Tormenta, Luis <Tormental@liro.com>; Gerbasi, Peter <GerbasiP@liro.com>; Caggiano, Anthony <CaggianoA@liro.com>
Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN 13-1974950

Hi Alfred – Please let me know as soon as you get the Clearance E-mail.

Thanks!
Yasmin
NYC DDC
718-391-1385

From: Bereche, Alfred <Berechea@liro.com>
Sent: Friday, August 07, 2020 12:21 PM
To: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Khan, Yasmin (DDC) <KhanY@ddc.nyc.gov>; Mora, Monica <moram@liro.com>; Aliberti, Jerry (DDC) <ALIBERTI@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>; Ng, Chi Lun (Alan) (DOF) <NgChiLun@finance.nyc.gov>; Parker-Cortijo, Pamela (DOF) <Parker-CortijoP@finance.nyc.gov>
Cc: Tormenta, Luis <Tormental@liro.com>; Gerbasi, Peter <GerbasiP@liro.com>; Caggiano, Anthony <CaggianoA@liro.com>
Subject: Re: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN 13-1974950


I just received a call from Ayad Jacob, Supervisor of the Business tax and Vendex unit at DOF (copied above). He said that we need to electronically file the returns and he will give us Passport clearance today. We are working on the filing, so we should have clearance by the end of the day. Will keep everyone updated.

Al

Alfred C. Bereche

Senior Vice President, General Counsel

and Corporate Secretary

 **The LiRo Group**

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3 Aerial Way| Syosset, New York| 11791

516.938.5476 [T] | 516.408.8199 [M] | www.liro.com

This e-mail and any attachments may contain confidential information that may be proprietary or privileged to a LiRo Group company. If you receive this message in error or are not the intended recipient, you should not retain, distribute, disclose or use any of this information and you should destroy the e-mail and any attachments or copies.

From: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
Sent: Friday, August 7, 2020 11:47 AM
To: Khan, Yasmin (DDC) <KhanY@ddc.nyc.gov>; Mora, Monica <moram@liro.com>; Bereche, Alfred <Berechea@liro.com>; aliberti@ddc.nyc.gov <aliberti@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>; Ng, Chi Lun (Alan) (DOF) <NgChiLun@finance.nyc.gov>; Parker-Cortijo, Pamela (DOF) <Parker-CortijoP@finance.nyc.gov>
Cc: Tormenta, Luis <Tormental@liro.com>; Gerbasip, Peter <Gerbasip@liro.com>; Caggiano, Anthony <Caggianoa@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN 13-1974950

Hello Yashmin,

We are working. Transaction is in process. Give some time.

Ranjit

From: Khan, Yasmin (DDC) <KhanY@ddc.nyc.gov>
Sent: Friday, August 07, 2020 11:29 AM
To: Mora, Monica <moram@liro.com>; Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Bereche, Alfred <Berechea@liro.com>; Aliberti, Jerry (DDC) <ALIBERTI@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>; Ng, Chi Lun (Alan) (DOF) <NgChiLun@finance.nyc.gov>; Parker-Cortijo, Pamela (DOF) <Parker-CortijoP@finance.nyc.gov>
Cc: Tormenta, Luis <Tormental@liro.com>; Gerbasip, Peter <Gerbasip@liro.com>; Caggiano, Anthony <Caggianoa@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN 13-1974950

Hi Ranjitsinh /DOF – Good Morning. We need your help. Comptroller is asking how much does the Vendor owe DOF? The previous e-mail below from Liro – mentioned a total of (9) checks.

Can you please let us know the amount?

Thanks!
Yasmin Khan
NYC DDC
718-391-1385

From: Khan, Yasmin (DDC)
Sent: Friday, August 07, 2020 11:16 AM
To: Mora, Monica <moram@liro.com>; Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Bereche, Alfred <Berechea@liro.com>; Aliberti, Jerry (DDC) <ALIBERTI@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>; Ng, Chi Lun (Alan) (DOF) <NgChiLun@finance.nyc.gov>; Parker-Cortijo, Pamela (DOF) <Parker-CortijoP@finance.nyc.gov>
Cc: Tormenta, Luis <Tormental@liro.com>; Gerbas, Peter <Gerbasip@liro.com>; Caggiano, Anthony <Caggianoa@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN 13-1974950

Hi Monica – We need your help – the comptroller is asking did all (9) checks cleared by DOF – If so, we need the amount and cleared dates next to each. Please provide asap.

Thanks!
Yasmin
NYC DDC
718-391-1385

From: Mora, Monica <moram@liro.com>
Sent: Thursday, August 06, 2020 4:18 PM
To: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Bereche, Alfred <Berechea@liro.com>; Aliberti, Jerry (DDC) <ALIBERTI@ddc.nyc.gov>; Khan, Yasmin (DDC) <KhanY@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>; Ng, Chi Lun (Alan) (DOF) <NgChiLun@finance.nyc.gov>; Parker-Cortijo, Pamela (DOF) <Parker-CortijoP@finance.nyc.gov>
Cc: Tormenta, Luis <Tormental@liro.com>; Gerbas, Peter <Gerbasip@liro.com>; Caggiano, Anthony <Caggianoa@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN 13-1974950

Please see attached the 4 payments referenced below. TY

From: Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
Sent: Thursday, August 6, 2020 4:06 PM
To: Bereche, Alfred <Berechea@liro.com>; aliberti@ddc.nyc.gov; Khan, Yasmin (DDC) <KhanY@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>; Ng, Chi Lun (Alan) (DOF) <NgChiLun@finance.nyc.gov>; Parker-Cortijo, Pamela (DOF) <Parker-CortijoP@finance.nyc.gov>
Cc: Tormenta, Luis <Tormental@liro.com>; Gerbasi, Peter <GerbasiP@liro.com>; Caggiano, Anthony <CaggianoA@liro.com>; Mora, Monica <moram@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN 13-1974950

Good afternoon, Alfred,
Thank you for your inquiry.

Upon review we did not found following checks on this list.

\$45,863.- year 5/2029

\$41,731.- year 5/2020

\$26,332.- year 5/2017

\$21,317. - year 5/2018.

We have to bring to your attention that our processing Unit located at another place. We do not know if processing Unit received Tax returns and checks.

As usual, checks and tax returns are posted on tax payer's account after documents are processed. This process time is about 2-3 business weeks

We can confirm only after checks and tax returns are reflect/posted on Tax payer's account.

For your convenience, You can send your inquiry directly to Ranjit Vaghela, City tax Auditor at vaghelar@finance.nyc.gov who is point of contact. Please note my contact mobile number 9295128148. We will respond immediately.

We always reply all inquiries on same day or next day.

We are extremely sorry for not responding your phone calls as messages not reached us because we are working remotely.

Let me explain in detail We sent tax debt notification date on 7/6/2020 to Anfoss Andrea and Monica Mora Senior Paralegal, The Liro Group for delinquent CRT tax returns for period 5/2012- 5/2020.

We have sent reply to each person that tax returns and checks are not posted on tax payer's account.

We request you to wait. We will keep you inform.

Regards,

Ranjitsinh Vaghela

City Tax Auditor,

NYC Finance,

Collection Division, Analytic Unit

59 Maiden lane, 24th Fl.,

New York.

From: Bereche, Alfred <Berechea@liro.com>
Sent: Thursday, August 06, 2020 2:31 PM
To: Aliberti, Jerry (DDC) <ALIBERTI@ddc.nyc.gov>; Khan, Yasmin (DDC) <KhanY@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
Cc: Tormenta, Luis <Tormental@liro.com>; Gerbasi, Peter <GerbasiP@liro.com>; Caggiano, Anthony <Caggianoa@liro.com>; Mora, Monica <moram@liro.com>
Subject: Resolution of LiRo Delinquent Tax Payments

All, the purpose of this email is to provide status of this issue and related relevant information.

On July 30, 3030, LiRo Engineers Inc.,(LiRo) mailed via USPS our delinquent Commercial Rent Tax filings along with the required payments for the period 2012 to present to the NYC Department of Finance (DOF).

Numerous inquiries via Email and phone were made to the DOF to obtain acknowledgement of receipt of LiRo's tax return and payments on the dates noted below:

- 1.Voice mails were left on general mailbox at the DOF office on August 3rd through August 5th:
- 2.Email inquiry were sent via the DOF website on August 3rd through August 6th.

In addition, on July 30, 2020, LiRo notified senior staff at DDC to inform them that the tax filings and required payments had been made, as well as our efforts to contact DOF tax clearance in an attempt to promptly resolve the Pass Port non-compliance status. LiRo also contacted MOCS on August 4th in a further attempt to expedite resolution. Our request was referred to the help center at MOCS, but we have not heard from them as of today. A follow up request was sent today as well.

Furthermore, numerous emails were sent to Ranjitsinh Vaghela from DOF Tax Clearance on July 30th through August 3rd requesting assistance in obtaining acknowledgment of LiRo's taxes, payments and Tax Clearance approval on LiRo's Passport account. Via subsequent email correspondence, we were advised by Ranjitsinh that it takes two weeks for them to process both the tax filing and payment and that nothing more can be done until the processing was complete. We were advised to check back in 2 weeks with regards to DOF Tax Clearance approval on our Passport account. We were also advised that any associated penalties would be assessed by DOF at a later date. Subsequently, on August 4th, LiRo emailed Anthony Salta from DOF Tax Clearance requesting additional assistance in obtaining acknowledgment of LiRo's tax payments and Tax Clearance approval of LiRo's Passport account status as well. He has not responded to our request. **We have confirmed today, that all required tax and interest checks (9 checks in total) for all delinquent years cleared payment on August 3rd (copies of the cleared checks are attached).**

At this time, we have provided all necessary information and payments necessary to resolve this issue. Any assistance you can provide to finalize this issue with the DOF Tax Clearance department would be greatly appreciated.

Please contact me at 516-408-8199 if there are any questions. Thank you

Al Bereche
LiRo Engineers, Inc.
Senior Vice President and General Counsel

Question A iii

Rocco L. Trotta, 66 I.U. Willets Road, Old Westbury, NY 11568, Chairman, CEO, President

Lawrence S. Roberts, 20 Whitman Road, Great Neck, NY 11023, Senior Vice President, CFO

Michael Burton, 106 Random Farms Dr., Chappaqua, NY 10514, Executive Vice President & National Operations Mgr

Michael Bailey, 23 Cobblers Lane, Dix Hills, NY 11746, Executive Vice President

Peter Gerbasi, 25 Heyward Lane, Rockville Centre, NY 11570, Senior Vice President

Robert Kreuzer, 16 Hemlock Hill Road, Orchard Park, NY 14127, Senior Vice President

Alfred C. Bereche, 49 Wintercress Lane, East Northport, NY 11731, Sr Vice President, General Counsel, Secretary

Lawrence Blond, 30 Martin Place, Syosset, NY 11791, Executive Vice President

Michael Smith, 206 Ellington Ave W, Garden City 11530, Senior Vice President

Joseph Grant, 310 Reservoir Road, Middletown, NY 10940, Senior Vice President

Joseph Massa, 26 Fairhaven Blvd., Woodbury, NY 11797, Executive Vice President, COO

Question A vii

Summary of relevant accomplishments:

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

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

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

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LiRo Engineers, Inc.

Address: 3 Aerial Way

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

Country: US

2. Entity's Vendor Identification Number: 131974950

3. Type of Business: Closely Held Corp (specify) _____

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

1 File(s) uploaded Question 4 11.1.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.

None - LiRo Engineers, Inc. is 100% owned by RT Asset Holdings, LLC.

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 Question 6 11.1.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 ☒

(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: 11/03/2020 04:50:46 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]

Lawrence Blond, PE, [REDACTED]

Michael Bailey, PE, [REDACTED]

Lawrence S. Roberts, [REDACTED]

Peter Gerbasi, PE, [REDACTED]

Robert Kreuzer, PE, [REDACTED]

Alfred C. Bereche, [REDACTED]

Michael Burton, PE, [REDACTED]

Joseph Grant, AIA, [REDACTED]

Michael Smith, PE, [REDACTED]

Joseph Massa, [REDACTED]

Question 6

LiRo Affiliated Companies

LiRo Program and Construction Management, PE P.C.

LiRo Architects + Planners, P.C.

LiRo Architects & Engineers West, P.C.

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

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

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

LiRo 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2020

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 E-MAIL ADDRESS Connor.Baker@alliant.com	FAX (A/C, No)
	INSURER(S) AFFORDING COVERAGE	
INSURED LiRo Engineers, Inc. 3 Aerial Way Syosset NY 11791	INSURER A LM Insurance Corporation	NAIC # 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	39462

COVERAGES **CERTIFICATE NUMBER:** 356879800 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	TB5-621-095507-010	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS5-621-095507-020	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	099000394 AEC 5835019-08	11/1/2020 11/1/2020	11/1/2021 11/1/2021	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N	N/A	WC2-621-095507-030	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F F	Valuable Papers Pollution Liability Professional Liability	Y Y Y	Y Y Y	RHY-H360453-00 PCAB50109061120 PCAB50109061120	11/1/2020 11/1/2020 11/1/2020	11/1/2021 11/1/2021 11/1/2021	Limit \$5,000,000 Each Claim \$5,000,000 Each Claim \$10,000,000

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

CERTIFICATE HOLDER

CANCELLATION 30 Days Notice of Cancellation

Evidence of Insurance

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

AUTHORIZED REPRESENTATIVE

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: October 2, 2019

SUBJECT: "On-Call" Building Design Services: Building Construction Group
Recommendation of Firm for Design Services

Nassau County Department of Public Works (NCDPW) intends to procure a firm(s) to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted. These services could potentially include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building/infrastructure design, repair, and improvements/issues as authorized by the Department.

The County received twelve (12) responses to the "Request For Proposals" (RFP).


The technical proposals were evaluated by professional staff within the Department by Rakhil Maitra, Deputy Commissioner, Valiant Yeung, Architect III, Joseph Amerigo, Project Manager III, and Robert LaBaw, Architect IV, Project Manager.

The results of the Technical Evaluation including Cost Proposals are indicated in the attached table.

In our professional judgment, the top five (5) firms, having received a technical rating above 88.0 and being capable of diversified building design services, present the best value to the County. Furthermore, it is the Department's recommendation that each of the top five (5) firms be retained to provide On-Call Building Design Services.

Funding for these professional services will be available on a project specific capital improvement basis.


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
Attachment

c: Elisa Picca, Chief Deputy Commissioner
Rakhil Maitra, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner
Jane Houdek, Attorney for Public Works
Joseph Amerigo, Program Manager III
Robert LaBaw, Architect IV

APPROVED:


Brian J. Schneider Date
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive



TECHNICAL RATING SUMMERY
RFP for ON-CALL BUILDING DESIGN SERVICES
RFP # B90406-01D

Rated By: Rakhal Maitra, Valiant Yeung
 Joseph Amerigo, Robert LaBaw

Department: DPW

Date: September 12, 2019

Firm Name	Contact Person	Total Score	Average Score	Final Ranking	Fee Proposal (Multiplier)
Beyhan Karahan & Associates, P.C. 55 Greene Street 3 rd Floor New York, NY 10001	Beyhan Karahan 212-334-9454	317	79.25	11	2.90
Cameron Engineering & Associates, LLP 177 Crossways Park Drive Woodbury, NY 11797	Michael Hults 516-827-4900	344	86.0	6	2.75
Cashin Associates 1200 Veterans Memorial Highway Hauppauge, NY 11788	Francis Cashin, III 631-348-7600	371	92.75	3	2.75
Ensign Engineering, P.C. 1111 Calhoun Avenue Bronx, NY 10465	Rita Gallagher Marengo 718-863-5590	324	81.0	8	2.50
FPM Engineering Group, PC 909 Marconi Avenue Ronkonkoma, NY 11779	Christopher Schwartz 631-737-6200	326	81.5	8	2.90
Peter F. Gaito & Associates 333 Westchester Avenue White Plains, NY 10604	Peter F. Gaito 914-682-3381	295	73.75	12	4.00
H2M architects + engineers 538 Broad Hollow Road 4 th Floor East Melville, NY 11747	George W. Desmarais 631-756-8000	356	89.0	4	2.90
Hirani Engineering and Land Surveying, P.C. 120 West John Street Hicksville, NY 11801	Jitendra Hirani 516-248-1010	323	80.75	10	2.70
LIRo Architects + Planners, PC Three Aerial Way Syosset, NY 11791	Michael Smith 516-938-5476	379	94.75	1	2.50
Lizardos Engineering Associates, P.C. 200 Old Country Road Suite 670 Mineola, NY 11501	Steve Sonmez Sciara 516-484-1020	327	81.75	7	2.75
Nelson & Pope 572 Walt Whitman Road Melville, NY 11747	Michael A. Sciara 631-427-6665	352	88.0	5	2.65
Spector Group 220 Crossways Park West Woodbury, NY 11797	Marc B. Spector 516-365-4240	377	94.25	2	2.50

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ ☐ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: "On-Call" Building Design ServicesDepartment: Public Works Project Manager: Robert LaBour Date: April 4, 2018Service Requested: RFP for "On-Call" Building Design ServicesJustification: Appropriate Professional Design Services for various building projects cannot be achieved with current DPW staffing levels.Requested by: DPW/Buildings Department/Agency/Office 0.01Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) N/A - max. multiplier of 2.75
Circle appropriate phaseTotal Project Cost: T.B.D. Date Start Work: 9/2018 Duration: 24 mo.
Includes, design, construction and CM Phase being requestedCapital Funding Approval: YES ☒ NO ☐ R. D. Noll 4/17/18
SIGNATURE DATEFunding Allocation (Capital Project): 90406 - \$0.01
See Attached Sheet if multiyear ☐NIFS Entered: AP
SIGNATURE DATEAIM Entered: Jeanna Funk 4-30-18
SIGNATURE DATEFunding Code: 90406-000
use this on all encumbrancesTimesheet Code: 18-0110
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or Environmental Assessment Form Required ☐
Supplemental Environmental DocumentationDepartment Head Approval: YES ☒ NO ☐Kurt Miel
SIGNATUREDCE/Ops Approval: YES ☒ NO ☐Dirk Schneider
SIGNATURE

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

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval: YES NO Signature _____

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Robert LaBaw, Architect IV, Project Manager

FROM: Office of the Commissioner

DATE: November 5, 2018

SUBJECT: CSEA Sub-Contracting Approval
C18-128 – Proposed Contract B9040601D – “On-Call” Building Design Contract

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C18-128**,

Please prepare the necessary documentation to proceed with your work.

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



Roseann D'Alleva
Deputy Commissioner

RD:las

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



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: October 24, 2018

SUBJECT: CSEA Notification of a Proposed DPW Contract
 "On-Call" Building Design Contract
 Proposed Contract No: B9040601D

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

1. DPW plans to recommend a contract/agreement for the following services: Architectural / Engineering Services
2. The work involves the following: Providing "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.
3. An estimate of the cost is: \$500,000.00
4. An estimate of the duration is: twenty-four (24) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.



Roseann D'Alleva
 Deputy Commissioner

RD:RM:jd

c: Christopher Nicolino, Director, Office of Labor Relations
 Rakhal Maitra, Deputy Commissioner
 Loretta Dionisio, Assistant to Deputy Commissioner
 Christopher Yansick, Unit Head, Financial Management Unit
 Diane Pyne, Unit Head, Human Resources Unit
 Jonathan Lesman, Management Analyst II
 ✓ Robert LaBaw, Architect IV, Project Manager



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.

Michael Bailey, PE/Executive Vice President

Name and Title of Authorized Representative

m/d/yy



2/12/21

Signature

Date

LiRo Engineers, Inc.

Name of Organization

3 Aerial Way, Syosset, NY 11791

Address of Organization


Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "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 voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	LiRo Engineers, Inc.
Address (street/city/state/zip code):	3 Aerial Way, Syosset, NY 11791
Authorized Representative (name/title):	Michael Smith, PE, Senior Vice President
Authorized Signature:	
Contract Number:	B90406-01D
Contract/Project Name:	On-Call Building Design
Contract/Project Description:	"On-Call" Building Design Services for the County's Division of Engineering including, providing study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, constructability reviews, estimating, design reviews, surveys for County infrastructure, and other design related tasks on an as needed basis for various building and related projects, or to serve as an extension of County staff for various building and related projects, and any other design related engineering service.

Part 2- Projected MBE/WBE Contract Summary:

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	TBD		
Total MBE Dollar Amount	TBD	MBE Contract Percentage	TBD
Total WBE Dollar Amount	TBD	WBE Contract Percentage	TBD
Total Combined M/WBE Dollar Amount	TBD	Combined M/WBE Contract Percentage	TBD

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount(\$) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			

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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount(\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Amy S. Greene Environmental Services, Inc. Address: 4 Walter E. Foran Blvd., Suite 209 City: Flemington State/Zip Code: NJ 08822 Authorized Representative: Amy S. Greene Telephone No. 908-788-9676 ext. 12	Arborist	Amount (\$): TBD <hr/> Award Date: 11/12/2019 <hr/>	Start Date: TBD <hr/> Completion Date: TBD <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>