



Certified: --

E-30-26

FILED BY THE NASSAU COUNTY CLERK OF
THE LEGISLATURE FEBRUARY 27, 2026
12:57 PM

NIFS ID: CLPW26000007

Capital: **X**

Contract ID #: **CFPW23000003**

NIFS Entry Date: **01/15/2026**

DPW Contract Number: **B90400-01CMA**

Department: Public Works

Service: **On Call Construction Management Services-
Buildings-B90400-01CMA-Amendment 1**

Term: **No change to contract term**

Contract Delayed:

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds: X		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	No
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	Yes
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: LiRo Program and Construction Management, PE P.C DBA: LiRo-Hill	ID#: 113205660
Main Address: 3 Aerial Way Syosset, NY 11791	
Main Contact: Nancy Malicki	
Main Phone: (516) 938-5476	

Department:
Contact Name: Valiant Yeung
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone: (516) 571-6881
Email: cpetrucci@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,vyeung@nassaucountyny.gov

Contract Summary

Purpose: Amendment No. 1 to provide additional funds to complete Construction Management Services for the Family Justice Center and Matrimonial Court contract completion.

Procurement History: Request for Proposals was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RPF was posted to the County's website and advertised in Newsday and the NYS Contract Reporter from June 6, 2022, to July 1, 2022. Proposals were received from twenty firms on July 1, 2022. Following the review, the technical rank was established, and the cost proposals were opened. As a result of

the scoring, the top nine firms who represent the highest technical rating and having proposed competitive fees, presented the best value to the County, and therefore were selected. LiRo Program and Construction Management, PE P.C, were one of the nine selected firms.

Description of General Provisions: Amendment No. 1 provides additional funds to continue CM services until construction completion.

Impact on Funding / Price Analysis: Amendment No. 1 is for \$1,000,000.00 which will increase the maximum contract amount to \$2,000,000.00. Funds are available under Capital Project 90632.

Change in Contract from Prior Procurement: Adding an additional \$1,000,000.00 in funding, increasing the maximum contract amount to \$2,000,000.00.

Method of Source Selection:

- Contract amendment, extension, or renewal
Contract originally executed on: 05/23/2023
Original procurement method: Request for Proposals

MWBE Participation:

- Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]
- Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.
- Contractor is a (check all that apply):
- MWBE
 SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00003	PWCAPCAP 00003 90632 009	04	\$0.01
Project Number		90632						
Project Detail		009						
							TOTAL	\$0.01

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$0.01
Other	\$0.00
Total	\$0.01

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	01/21/2026 07:34AM	Approved
NIFS Final Approval	Christopher Yansick	01/23/2026 08:03AM	Approved
Final Approval	Christopher Yansick	01/27/2026 07:46AM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	01/27/2026 07:47AM	Approved
Final Approval	Christopher Yansick	01/27/2026 07:47AM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	01/27/2026 08:15AM	Approved
Approval as to Form	Julie Silverstein	01/27/2026 05:30PM	Approved
NIFS Approval	Mary Nori	02/02/2026 03:15PM	Approved
Final Approval	Mary Nori	02/02/2026 03:15PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	01/27/2026 10:45AM	Approved
NIFA Approval	Christopher Nolan	01/30/2026 03:57PM	Approved
Final Approval	Christopher Nolan	01/30/2026 03:57PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/02/2026 03:21PM	Approved
DCE Compliance Approval	Robert Cleary	02/18/2026 02:22PM	Approved
Vertical DCE Approval	Arthur Walsh	02/27/2026 11:21AM	Approved
Final Approval	Arthur Walsh	02/27/2026 11:21AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	02/27/2026 12:40PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with LiRo Program and Construction Management, PE P.C. to provide construction management services for the Family Justice Center and Matrimonial Court construction, 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 an amendment to the agreement with LiRo Program and Construction Management, PE P.C.

AMENDMENT NO. 1

THIS AMENDMENT No. 1 (this "Amendment No. 1"), effective date that the Amendment 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 Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) LiRo Program and Construction Management, PE P.C., (LiRo) having an office at Three Aerial Way, Syosset, NY 11791 (the "Firm", the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number B90400-01CMA between the County and the Firm, executed on behalf of the County on May 23, 2023 (the "Agreement"), the Firm performs certain construction management services for the County in connection with several On-Call CM missions including the Family Matrimonial Court and Family Justice Center, which services are more fully described in Exhibit "A" of the Agreement ("Services"); and

WHEREAS, the maximum Amount of Consideration that the County agreed to reimburse the Firm for professional services under the Agreement, as full compensation for the Services, was One Million Dollars (\$1,000,000.00); and

WHEREAS, the County and the Firm desire to amend the Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment No. 1.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Agreement and this Amendment No. 1, the parties agree as follows:

Amended Amount of Consideration. The Amount of Consideration in the Agreement shall be increased by One Million Dollars (\$1,000,000.00), such that the maximum amount to be paid to the Firm for the Firm's Services including any Extra Services that may be so authorized, shall not exceed Two Million Dollars (\$2,000,000.00).

1. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment No. 1 shall remain in full force and effect and govern the relationship of the parties to the Agreement.

2. Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such

County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, “anything of value” shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the “Vendor Code of Ethics”), and will comply with all of its provisions;
- (ii) All of the Contractor’s Participating Employees, as such term is defined in the Vendor Code of Ethics (the “Participating Employees”), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 as of the date first above written.

LIRO PROGRAM & CONSTRUCTION
MANAGEMENT PE, P.C.

By: RR
Name: Raymond Ribeiro, P.E.
Title: Senior Vice President
Date: 12/04/2025

COUNTY OF NASSAU

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

PLEASE EXECUTE IN BLUE INK



Nassau County Interim Finance Authority

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

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

2. Amount requiring NIFA approval: \$1,000,000.00

Amount to be encumbered: \$0.01

Slip Type: Amendment

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

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

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

3. Contract Term: to No change to contract term

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

Table with funding sources: General Fund (GEN), Capital Improvement Fund (CAP), Federal %, State %, County %, Grant Fund (GRT), Other.

- Is the cash available for the full amount of the contract? No
If not, will it require a future borrowing? Yes
Has the County Legislature approved the borrowing? Yes
Has NIFA approved the borrowing for this contract? No

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

Amendment No. 1 to provide additional funds to complete Construction Management Services for the Family Justice Center and Matrimonial Court contract completion.

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

- Nassau County Attorney as to form Yes
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:

Table with 3 columns: Contract ID, Posting Date, Amount Added in Prior 12 Months

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

01/30/2026

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
Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: December 3, 2025

SUBJECT: Contract No: B90400-01CMA
LiRo Program and Construction Management
On-Call Construction Management Services - Buildings
Responsibility Determination Memo

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

NYS Standard for State and Municipal Contract Approval

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements." NY CLS St. Fin §163 (1) (c). This standard is equivalent to the standard applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.
2. Legal Authority
Vendor is not debarred. Vendor possesses requisite licenses.
3. Integrity
Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.
4. Past Performance
Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.



December 3, 2025

SUBJECT: Contract No: B90400-01CMA
LiRo Program and Construction Management
On-Call Construction Management Services - Buildings
Responsibility Determination Memo

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, “a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County.” Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining “if there exists any material adverse information impacting the vendor’s capacity or integrity.” Quoting Appendix E.

The following is quoted from Appendix E:

For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.

Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor’s corporate culture.

A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor’s structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

December 3, 2025

SUBJECT: Contract No: B90400-01CMA
LiRo Program and Construction Management
On-Call Construction Management Services - Buildings
Responsibility Determination Memo

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Adverse Information Review

Vendor reports an OSHA violation by a nonperforming affiliate in 2021 resulting from a fall by an employee from an unprotected elevated work site. Vendor reports the corrective measures it has taken on subsequent jobsites to prevent a reoccurrence of the conditions that lead to the OSHA violation. Vendor reports multiple New York City administrative citations issued to a nonperforming affiliate related to violations of New York City air and noise codes.

The pending Vendor contracts with the County are for design work and construction management work. Accordingly, the construction work that gave rise to the OSHA violations and the New York City code citations is not the type of work that will be performed for the County, so similar violations cannot occur while performing County contract work. The Department has concluded that the vendor is a responsible vendor for the performance of the scope of work in Contract B90400-01CMA.



Jane Houdek
Attorney for DPW

JH:jd

Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

Vendor Disclosures

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

Name of Submitting Entity: Rocco L. Trotta, PE

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

Vendor's EIN or TIN: [REDACTED]

Forms Submitted: _____

Political Campaign Contribution Disclosure Form: 09/16/2025 08:49:42 am

Lobbyist Registration and Disclosure Form: 09/16/2025 08:49:59 am

Business History Form certified: 09/16/2025 08:49:18 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 09/16/2025 08:50:29 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name Michael Burton, PE [BURTONM@LIRO.COM]
Date Certified 09/16/2025 09:31:38 am

Principal Name Michael Bailey, PE [BAILEYM@LIRO.COM]
Date Certified 09/16/2025 09:25:05 am

Principal Name Lawrence Blond, PE [BLONDL@LIRO.COM]
Date Certified 09/16/2025 09:15:04 am

Principal Name B. Charles Manning, PE [MANNINGC@LIRO.COM]
Date Certified 09/16/2025 09:02:05 am

Principal Name Rocco Trotta, PE [TROTTAR@LIRO.COM]
Date Certified 09/16/2025 08:50:54 am

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

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

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

Rocco L. Trotta, PE TROTTAR@LIRO.COM

Name

Chairman, CEO, President

Title

LiRo Program and Construction Management, PE P.C.

Name of Submitting Entity

09/16/2025 01:37:51 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 area containing names of campaign committees]

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

Dated: 09/16/2025 08:49:42 am

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

Title: Chairman, CEO, President

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: 09/16/2025

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

2) Address of Place of Business: 3 Aerial Way

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

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

Address: 116 North Washington Avenue, Office 301
City: Scranton State/Province/Territory: PA Zip/Postal Code: 18503
Country: US
Start Date: _____ End Date: _____

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

Address: 141-07 20th Avenue, Suite 403

City:	Whitestone	State/Province/ Territory:	NY	Zip/Postal Code:	11357
Country:					
Start Date:				End Date:	

Address:	212 West 35th Street				
City:	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10018
Country:	US				
Start Date:				End Date:	

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

Address:	333 Thornall Street				
City:	Edison	State/Province/ Territory:	NJ	Zip/Postal Code:	08837
Country:	US				
Start Date:				End Date:	

Address:	455 Winding Brook Dr., Suite 201				
City:	Glastonbury	State/Province/ Territory:	CT	Zip/Postal Code:	06033
Country:	US				
Start Date:				End Date:	

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

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

Country: _____ Territory: _____ Code: _____
Start Date: _____ End Date: _____

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

Address: 75 Second Avenue
City: Needham State/Province/Territory: MA Zip/Postal Code: 02494
Country: US End Date: _____
Start Date: _____

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

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: ██████████

5) Federal I.D. Number: ██████████

6) The proposer is a: Other (Describe) Professional Corporation

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [] If yes, please provide details: _____

LiRo Program and Construction Management, PE P.C. shares office space, staff, and equipment expenses with its affiliates:

LiRo Engineers, Inc.

LiRo Architects & Engineers West, P.C.

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

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

LiRo Architects + Planners, P.C.

LiRo Constructors, Inc.

LiRo GIS, Inc.

Monitor Builders, Inc.

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

DAI, Inc.

LiRo-Hill, Corp. f/k/a Hill-LiRo. Corp.

James LaSala & Associates, LLP

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

YES NO If yes, please provide details:

Monitor Builders, Inc. is a subsidiary.

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

YES NO If yes, please provide details:

See attached file.

1 File(s) uploaded: BHF Q9 Attachment.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.

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

1 File(s) uploaded: BHF-Q13 Attachment (Sept 2025).pdf

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

a) Any felony charge pending?

YES NO 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 circumstances and corrective action taken.

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

YES NO If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of

interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

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

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

Have you previously uploaded the below information under in the Document Vault?

YES [] NO [X]

Is the proposer an individual?

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

i) Date of formation;

03/03/1994

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

B. Charles Manning, [REDACTED]

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

Rocco L. Trotta, PE, [REDACTED], Chairman, CEO, President
Lawrence H. Blond, PE, [REDACTED] Executive Vice President
Michael Burton, PE, [REDACTED], Executive Vice President
Michael Bailey, PE, [REDACTED], Executive Vice President
B. Charles Manning, [REDACTED], Director, Shareholder, Owner

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

346

vi) Annual revenue of firm;
[REDACTED]

vii) Summary of relevant accomplishments
See attached

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

viii) Copies of all state and local licenses and permits.
1 File(s) uploaded: LPCM 2024-2026 NYSED Professional Engineering License.pdf

B. Indicate number of years in business.
30

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
LiRo's staff of 900 professionals includes 128 licensed Professional Engineers and 26 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	NYS Department of Parks, Recreation and Historic Preservation		
Contact Person	Stephen McCorkell, RLA		
Address	625 Broadway		
City	Albany	State/Province/Territory	NY
Country	US		
Telephone	(518) 474-1352		
Fax #			
E-Mail Address	stephen.mccorkell@parks.ny.gov		

Company	Dormitory Authority, State of New York		
Contact Person	Stephen Curro, PE/Managing Director of Construction		
Address	One Penn Plaza, 52nd floor		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(518) 257-3271		
Fax #			
E-Mail Address	scurro@dasny.org		

Company	Town of Oyster Bay DPW		
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 rlenz@oysterbay-ny.gov

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, Rocco Trotta, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

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

Electronically signed and certified at the date and time indicated by:
Rocco Trotta, PE TROTTAR@LIRO.COM

Chairman, CEO, President
Title

09/16/2025 08:49:18 am
Date

Question 9

LiRo Program and Construction Management, PE P.C. [REDACTED]

[REDACTED].

LiRo Affiliated Companies include:

LiRo Architects + Planners, P.C.

LiRo Engineers, Inc.

LiRo Architects & Engineers West, P.C.

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

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

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

LiRo GIS, Inc.

Monitor Builders, Inc.

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

DAI, Inc.

LiRo-Hill, Corp. f/k/a Hill-LiRo, Corp.

James LaSala & Associates, LLP

Question 13 Attachment

1.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED]

Circumstances: On January 22, 2020, LiRo Engineers, Inc. (“LiRo”) was cited by the New York City Department of Environmental Protection (“NYCDEP”) for violation of RCNY Section 1-28 (B) - Failed to compile complete records for asbestos assessment report (No survey report with quantities and conditions).

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of [REDACTED]. This matter is now closed.

2.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED]

Circumstances: On November 6, 2020, LiRo Engineers, Inc. (“LiRo”) was cited by the New York City Department of Environmental Protection (“NYCDEP”) for violation of 15 RCNY Section 1-37 (f) – “Failed to document sample location sketch and sample flow rates as part of log”. On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of [REDACTED]. This matter is now closed.

3.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a total stipulated penalty of [REDACTED]

Circumstances: On December 20, 2020, LiRo Engineers, Inc. (“LiRo”) was cited by the New York City Department of Environmental Protection (“NYCDEP”) for two violations of 15 RCNY, Section 1-41 (c), “Failed to conduct air sampling during abatement as required” and Section 1-42 (a), “Utilized improperly located air samplers”. On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of [REDACTED] for the violation of Section 1-41 (c) and [REDACTED] for the violation of Section 1-42 (a). The total penalty amount due is [REDACTED]. This matter is now closed.

4.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED]

Circumstances: On January 21, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for four (4) violations: (1) RCNY Section 1-51(C) BX22 for failure to ensure the wearing of protective clothing (coverall hood, hand gloves, etc.) in the work area by the air monitoring technician, (2) RCNY Section 1-37(f), for failure to create/maintain a sketch of the locations of the air samples per work shift or day, (3) RCNY Section 1-41(c) BX2D for failure to conduct an air sampling during abatement as per NYCHA protocol as required (need five air samples in the work area but only three were placed for Phase-II), and (4) RCNY Section 1-42(a) BX2F for failure to mount the air sampling cassettes on the commercially-available aluminum tripods. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on August 20, 2021 and given the nature of the

violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

6.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-37 (F)

Circumstances: On April 1, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 15, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

7.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-51(f)

Circumstances: On February 16, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-51(f), for failure to post or make available a copy of the current NYS DOL asbestos handling license of the third party air company at the work place. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 26, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

8.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-37 (F).

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY

Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

9.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED]

Circumstances: On May 14, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F) for failure to create/maintain a bound air sampling log, 1-41(C) for failure to conduct air sampling during abatement as required, and 1-42(A) for utilizing improperly located air samplers. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on December 7 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

10.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-37 (D) and 1-37(F).

Circumstances: On August 12, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(D) for failure to use a functional rotometer to check flow rates of mounted cassettes, and 1-37(F) for failure to create/maintain a bound air sampling log book. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on February 4, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

11.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-36(A).

Circumstances: On August 24, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(A) for failure to retain an independent third-party air monitor. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician on site. The LiRo technician on site was only able to present a copy of his certification instead of the original in violation of the regulation. A hearing was held on February 22, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

12.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-42(D)

Circumstances: On September 23, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(D) for failure to follow specified area sampling schedule for air monitoring. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling and the air sampling pump had a flow rate of zero instead of the required 5liters/min (was likely a defective pump). A hearing was held on February 25, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

13.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-36(B).

Circumstances: On December 27, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(B) for failure to have one air sampling technician present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician at the work site throughout the air sample collection. The NYCDEP Inspector was not able to locate the Air Sampling Technician at the work site during the inspection. A hearing was held on May 6, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

14.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo Engineers, Inc. was fined [REDACTED] and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined [REDACTED] and subsequently paid the penalty. This matter is now closed.

15.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-108(I).

Circumstances: On June 1, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-108(I), failure to conduct proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at a site in Bronx, New York, and was required to make sure that the work area was completely dry before a visual inspection was conducted. The NYCDEP Inspector found that the area was not dry prior to LiRo's visual inspection. A hearing was held on September 2, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. The matter is now closed.

16.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] violation of Section 1-42(A).

Circumstances: On June 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), utilization of improperly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at a site in Queens, New York. The NYCDEP Inspector found that the air sampling pumps used by LiRo were improperly located next to each other. A hearing was held on September 9, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

17.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-37(F).

Circumstances: On July 28, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to maintain an air sampling log in a bound notebook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book included loose individual sheets of paper. A hearing was held on September 30, 2022, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

18.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-37(F).

Circumstances: On July 20, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to contain a sample location sketch in the air monitor's logbook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book did not contain a sample location sketch. A hearing was held on October 18, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

19.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-41(c).

Circumstances: On October 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41(c), for failure to conduct air sampling during abatement as required. LiRo Engineers, Inc., was performing air monitoring work on a roof in Manhattan, New York. The NYCDEP Inspector found that the air sampling pumps were outside of the delineated work area. A hearing was held on March 7, 2023 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

20.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-51(e)

Circumstances: On May 1, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-51(e) for failure to meet hygiene requirements at the work site. LiRo Engineers, Inc., was performing air monitoring work at 21 West 112 Street in Manhattan, New York. The NYCDEP Inspector found that the air sampling technician was wearing a watch during the performance of the air monitoring work. A hearing was held on August 8, 2023, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

21.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(a)

Circumstances: On August 22, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to place air sampling cassette four feet above the ground. LiRo Engineers, Inc., was performing air monitoring work at 225 Adelphi Street, Brooklyn, NY 11205. The NYCDEP Inspector found that the air sampling technician air sampling cassette was not four feet above the ground. A hearing was held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

22.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(a)

Circumstances: On August 24, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize properly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at 671 Willoughby Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air sampling technician placed the air sampling pump within 1 foot of the wall. A hearing was

held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

23.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(a) and §1-37 (f).

Circumstances: On October 12, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize a properly located air sampler and §1-37 (f) for failure to maintain an air sampling logbook. LiRo Engineers, Inc., was performing air monitoring work at 108-41 159th Street, Queens, NY 11433. The NYCDEP Inspector found that the air sampler was too close to the wall in the workspace and that the air sampling technician did not maintain a logbook. A hearing was held on February 13, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

24.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(a).

Circumstances: On October 11, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for its subconsultant's failure to utilize a properly located air sampler. LiRo Engineers, Inc.'s subconsultant was performing air monitoring work at 550 Cauldwell Avenue, Bronx, NY 10455. The NYCDEP Inspector found that the subconsultant's placement of the air sampler was too close to the wall in the workspace. A hearing was held on March 8, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

25.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY§1-37 (f) and (d).

Circumstances: On September 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY§1-37 (f) and (d) for failure to maintain an air sampling logbook and current calibration sheet for the rotometer at the workspace. LiRo Engineers, Inc., was performing air monitoring work at 30 Avenue D, New York, NY 10009. The NYCDEP Inspector found that the air sampling technician did not maintain a logbook and did not present the rotometer and associated worksheet upon request. A hearing was held on March 5, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

26.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(a)

Circumstances: On October 19, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall. LiRo Engineers, Inc., was performing air monitoring work at 411 Lafayette Avenue, Brooklyn, NY 11238. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. A hearing was held on April 2, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

27.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(a) and 15RCNY1-37(f).

Circumstances: On November 29, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassettes too close to each other and 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 2324 Paulding Avenue, Bronx, NY 10469. The NYCDEP Inspector found that the air sampling cassettes were placed too close to each other. Furthermore, the air sampling log consisted of loose papers that were not permanently bound. A hearing was held on April 5, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

28.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(a) and 15RCNY1-41(c).

Circumstances On December 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall and 15RCNY1-41(c), for failure to conduct air sampling as required as the reading on one of the air sampling cassettes was zero. LiRo Engineers, Inc., was performing air monitoring work at 340 Williams Avenue, Brooklyn, NY 11207. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. Furthermore, one of the air sampling cassettes was malfunctioning and showed a reading of zero. A hearing was held on April 19, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

29.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 180 Powell Street, Brooklyn, NY 11212. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

30.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 107-02 Farragut Road, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

31.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 1540 East 102nd Street, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

32.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-37(f).

Circumstances: On January 25, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 193 Albany Avenue, Brooklyn, NY 11213. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was

held on July 19, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

33.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-37(f).

Circumstances: On July 11, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 32-11 Harper Street, Queens, NY 11368. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was held on January 3, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

34.

Agency: New York City Department of Environmental Protection

Violation No. [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(d).

Circumstances: On March 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(d), for failure to maintain the air sampling schedule for air monitoring work at 70-20 Parsons Boulevard, Queens, NY 11365. The NYCDEP Inspector found that the air monitoring equipment was not turned on at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be functioning properly when in use. A hearing was held on June 24, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

OSHA Violation

U.S. Department of Labor – Occupational Safety and Health Administration
(OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty [REDACTED]. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.



Summary of the Regulatory Incidents

In over thirty (30) year in business, LiRo Engineers, Inc. and its family of companies (collectively, “LiRo”) has undertaken literally thousands of complex and challenging construction, engineering, architectural design and environmental testing and consulting service projects in New York City, New York State, New England and the surrounding areas.

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations.

For example, all technical staff hires receive classroom training as required for certification and we supplement this with hands-on training where inspectors are coupled with experienced technicians to become more familiar with the practical applications of code enforcement, as well observe firsthand, abatement/remediation contractor means and methods.

As a further business practice, we hold all-hands staff meetings where management reviews our written internal operations standards, safety protocols, changes to applicable regulations and “lessons-learned” from unique project events. Our Project Managers follow up by making site inspections that we record as part of our business unit/corporate quality control efforts. In recognition of the fact that, for identical projects, the different code compliance agencies have different requirements, to safeguard against misinterpretation or confusion, we provide our field staff with a summary of inspection and air sampling protocols that reflect the specific federal, state, or local regulations that govern each project.

Each of the foregoing activities is intended to educate and train our staff to mitigate the chance of administrative violations and ensure proper performance of environmental testing services. LiRo has a no tolerance policy regarding code non-compliance and any employee found to have violated these code requirements is subject to severe disciplinary action, including suspension without pay and termination.

We evaluate our process and training requirements on a regular basis, and we look for every opportunity to improve our performance and eliminate such violations in the future.

As stated above, our efforts to severely mitigate testing violations have been successful and our commitment to this effect will continue into the balance of this year and beyond.

Question A vii

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

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

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

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

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

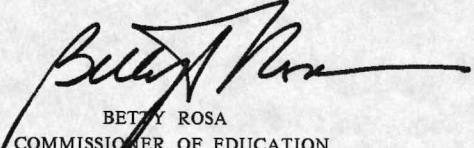
LIRO PROGRAM & CONSTRUCTION MANAGEMENT PE PC

**██████████
3 AERIAL WAY
SYOSSET, NY 11791-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 01/01/2024 TO 12/31/2026.



CERTIFICATE NUMBER
0021411


BETTY ROSA
COMMISSIONER OF EDUCATION

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: B. Charles Manning, PE
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: 5169385476

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 1 State Street, 28th Floor
City: New York State/Province/Territory: NY Zip/Postal Code: 10004
Country: US
Phone _____

Type Business
Description _____
Address 116 North Washington Avenue, Office 301
City: Scranton State/Province/Territory: PA Zip/Postal Code: 18503
Country: US
Phone _____

Type Business
Description
Address 1266 East 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 141-07 20th Avenue, Suite 403
City Whitestone **State/Province/Territory:** NY **Zip/Postal Code:** 11357
Country US
Phone (718) 445-5295

Type Business
Description
Address 212 West 35th Street, 8th Floor
City New York **State/Province/Territory:** NY **Zip/Postal Code:** 11801
Country US
Phone

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 333 Thornall Street
City Edison **State/Province/Territory:** NJ **Zip/Postal Code:** 08837

Country	US
Phone	

Type	Business				
Description					
Address	455 Winding Brook Road, Suite 201				
City	Glastonbury	State/Province/ Territory:	CT	Zip/Postal Code:	06033
Country	US				
Phone					

Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/ Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 532-6300				

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

Type	Business
Description	

Address 75 Second Avenue
City Needham **State/Province/Territory:** MA **Zip/Postal Code:** 02494
Country US
Phone _____

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

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>10/30/2020</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type Other
Description Director
Start Date 10/30/2020

Type Other
Description Owner
Start Date 10/30/2020

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.

[Redacted]

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.

Owner of:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

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

YES NO If Yes, provide details.

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

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

7. In the past (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.

[Redacted]

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.

[Redacted]

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.

[Redacted]

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.

[Redacted]

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?

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, B. Charles Manning, 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, B. Charles Manning, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

LiRo Program and Construction Management, PE P.C.

Name of submitting business

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

B. Charles Manning, PE MANNINGC@LIRO.COM

Shareholder/Owner, Director

Title

09/16/2025 09:02:05 am

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Lawrence H. Blond, PE
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: _____ 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 116 North Washington Avenue, Office 301
City: Scranton State/Province/Territory: PA Zip/Postal Code: 02494
Country: US
Phone: _____

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

Type Business
Description
Address 212 West 35th Street, 8th Floor
City New York **State/Province/Territory:** NY **Zip/Postal Code:** 11801
Country US
Phone

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 333 Thornall Street
City Edison **State/Province/Territory:** NJ **Zip/Postal Code:** 08837

Country	US
Phone	

Type Description	Business				
Address	421 S. State Street, Suite 8				
City	Clarks Summit	State/Province/Territory:	NY	Zip/Postal Code:	18411
Country	US				
Phone					

Type Description	Business				
Address	455 Winding Brook Dr., Suite 201				
City	Glastonbury	State/Province/Territory:	CT	Zip/Postal Code:	06033
Country	US				
Phone					

Type Description	Business				
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 532-6300				

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

Type Description	Business
-------------------------	----------

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

Type Business
Description _____
Address 75 Second Avenue
City Needham **State/Province/Territory:** MA **Zip/Postal Code:** 02494
Country US
Phone _____

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

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

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

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

Type Other
Description Executive Vice President
Start Date 01/15/2020

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.

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?
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.

See attached

1 File(s) uploaded: PQ Q-11 Attachment (Sept 2025).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, , 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, , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

LiRo Program and Construction Management, PE P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Lawrence Blond, PE BLONDL@LIRO.COM

Executive Vice President

Title

09/16/2025 09:15:04 am

Date

Question 11 Attachment

1.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.:

[REDACTED]

Determination:

LiRo agreed to pay a stipulated penalty of [REDACTED]

Circumstances:

On January 22, 2020, LiRo Engineers, Inc. (“LiRo”) was cited by the New York City Department of Environmental Protection (“NYCDEP”) for violation of RCNY Section 1-28 (B) - Failed to compile complete records for asbestos assessment report (No survey report with quantities and conditions).

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of [REDACTED] This matter is now closed.

2.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.:

[REDACTED]

Determination:

LiRo agreed to pay a stipulated penalty of [REDACTED]

Circumstances:

On November 6, 2020, LiRo Engineers, Inc. (“LiRo”) was cited by the New York City Department of Environmental Protection (“NYCDEP”) for violation of 15 RCNY Section 1-37 (f) – “Failed to document sample location sketch and sample flow rates as part of log”. On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of [REDACTED] This matter is now closed.

3.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a total stipulated penalty of [REDACTED].

Circumstances: On December 20, 2020, LiRo Engineers, Inc. (“LiRo”) was cited by the New York City Department of Environmental Protection (“NYCDEP”) for two violations of 15 RCNY, Section 1-41 (c), “Failed to conduct air sampling during abatement as required” and Section 1-42 (a), “Utilized improperly located air samplers”. On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of [REDACTED] for the violation of Section 1-41 (c) and [REDACTED] for the violation of Section 1-42 (a). The total penalty amount due is [REDACTED]. This matter is now closed.

4.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED].

Circumstances: On January 21, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for four (4) violations: (1) RCNY Section 1-51(C) BX22 for failure to ensure the wearing of protective clothing (coverall hood, hand gloves, etc.) in the work area by the air monitoring technician, (2) RCNY Section 1-37(f), for failure to create/maintain a sketch of the locations of the air samples per work shift or day, (3) RCNY Section 1-41(c) BX2D for failure to conduct an air sampling during abatement as per NYCHA protocol as required (need five air samples in the work area but only three were placed for Phase-II), and (4) RCNY Section 1-42(a) BX2F for failure to mount the air sampling cassettes on the commercially-available aluminum tripods. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on August 20, 2021 and given the nature of the

violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

6.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-37 (F)

Circumstances: On April 1, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 15, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

7.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] violation of 15 RCNY 1-51(f)

Circumstances: On February 16, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-51(f), for failure to post or make available a copy of the current NYS DOL asbestos handling license of the third party air company at the work place. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 26, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

8.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-37 (F).

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY

Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

9.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-37 (F), 1-41(C), and 1-42(A).

Circumstances: On May 14, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F) for failure to create/maintain a bound air sampling log, 1-41(C) for failure to conduct air sampling during abatement as required, and 1-42(A) for utilizing improperly located air samplers. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on December 7 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

10.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-37 (D) and 1-37(F).

Circumstances: On August 12, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(D) for failure to use a functional rotometer to check flow rates of mounted cassettes, and 1-37(F) for failure to create/maintain a bound air sampling log book. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on February 4, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

11.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-36(A).

Circumstances: On August 24, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(A) for failure to retain an independent third-party air monitor. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician on site. The LiRo technician on site was only able to present a copy of his certification instead of the original in violation of the regulation. A hearing was held on February 22, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

12.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-42(D)

Circumstances: On September 23, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(D) for failure to follow specified area sampling schedule for air monitoring. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling and the air sampling pump had a flow rate of zero instead of the required 5liters/min (was likely a defective pump). A hearing was held on February 25, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

13.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-36(B).

Circumstances: On December 27, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(B) for failure to have one air sampling technician present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician at the work site throughout the air sample collection. The NYCDEP Inspector was not able to locate the Air Sampling Technician at the work site during the inspection. A hearing was held on May 6, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

14.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo Engineers, Inc. was fined [REDACTED] and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined [REDACTED] and subsequently paid the penalty. This matter is now closed.

15.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-108(I).

Circumstances: On June 1, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-108(I), failure to conduct proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at a site in Bronx, New York, and was required to make sure that the work area was completely dry before a visual inspection was conducted. The NYCDEP Inspector found that the area was not dry prior to LiRo's visual inspection. A hearing was held on September 2, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. The matter is now closed.

16.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-42(A).

Circumstances: On June 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), utilization of improperly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at a site in Queens, New York. The NYCDEP Inspector found that the air sampling pumps used by LiRo were improperly located next to each other. A hearing was held on September 9, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

17.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-37(F).

Circumstances: On July 28, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to maintain an air sampling log in a bound notebook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book included loose individual sheets of paper. A hearing was held on September 30, 2022, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

18.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-37(F).

Circumstances: On July 20, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to contain a sample location sketch in the air monitor's logbook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book did not contain a sample location sketch. A hearing was held on October 18, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

19.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-41(c).

Circumstances: On October 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41(c), for failure to conduct air sampling during abatement as required. LiRo Engineers, Inc., was performing air monitoring work on a roof in Manhattan, New York. The NYCDEP Inspector found that the air sampling pumps were outside of the delineated work area. A hearing was held on March 7, 2023 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

20.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-51(e)

Circumstances: On May 1, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-51(e) for failure to meet hygiene requirements at the work site. LiRo Engineers, Inc., was performing air monitoring work at 21 West 112 Street in Manhattan, New York. The NYCDEP Inspector found that the air sampling technician was wearing a watch during the performance of the air monitoring work. A hearing was held on August 8, 2023, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

21.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(a)

Circumstances: On August 22, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to place air sampling cassette four feet above the ground. LiRo Engineers, Inc., was performing air monitoring work at 225 Adelphi Street, Brooklyn, NY 11205. The NYCDEP Inspector found that the air sampling technician air sampling cassette was not four feet above the ground. A hearing was held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

22.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(a)

Circumstances: On August 24, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize properly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at 671 Willoughby Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air sampling technician placed the air sampling pump within 1 foot of the wall. A hearing was

held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

23.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] violation of 15RCNY1-42(a) and §1-37 (f).

Circumstances: On October 12, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize a properly located air sampler and §1-37 (f) for failure to maintain an air sampling logbook. LiRo Engineers, Inc., was performing air monitoring work at 108-41 159th Street, Queens, NY 11433. The NYCDEP Inspector found that the air sampler was too close to the wall in the workspace and that the air sampling technician did not maintain a logbook. A hearing was held on February 13, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

24.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(a).

Circumstances: On October 11, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for its subconsultant's failure to utilize a properly located air sampler. LiRo Engineers, Inc.'s subconsultant was performing air monitoring work at 550 Cauldwell Avenue, Bronx, NY 10455. The NYCDEP Inspector found that the subconsultant's placement of the air sampler was too close to the wall in the workspace. A hearing was held on March 8, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

25.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY§1-37 (f) and (d).

Circumstances: On September 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY§1-37 (f) and (d) for failure to maintain an air sampling logbook and current calibration sheet for the rotometer at the workspace. LiRo Engineers, Inc., was performing air monitoring work at 30 Avenue D, New York, NY 10009. The NYCDEP Inspector found that the air sampling technician did not maintain a logbook and did not present the rotometer and associated worksheet upon request. A hearing was held on March 5, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

26.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(a)

Circumstances: On October 19, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall. LiRo Engineers, Inc., was performing air monitoring work at 411 Lafayette Avenue, Brooklyn, NY 11238. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. A hearing was held on April 2, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

27.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(a) and 15RCNY1-37(f).

Circumstances: On November 29, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassettes too close to each other and 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 2324 Paulding Avenue, Bronx, NY 10469. The NYCDEP Inspector found that the air sampling cassettes were placed too close to each other. Furthermore, the air sampling log consisted of loose papers that were not permanently bound. A hearing was held on April 5, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

28.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(a) and 15RCNY1-41(c).

Circumstances On December 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall and 15RCNY1-41(c), for failure to conduct air sampling as required as the reading on one of the air sampling cassettes was zero. LiRo Engineers, Inc., was performing air monitoring work at 340 Williams Avenue, Brooklyn, NY 11207. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. Furthermore, one of the air sampling cassettes was malfunctioning and showed a reading of zero. A hearing was held on April 19, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

29.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 180 Powell Street, Brooklyn, NY 11212. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

30.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 107-02 Farragut Road, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

31.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 1540 East 102nd Street, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

32.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-37(f).

Circumstances: On January 25, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 193 Albany Avenue, Brooklyn, NY 11213. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was

held on July 19, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

33.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-37(f).

Circumstances: On July 11, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 32-11 Harper Street, Queens, NY 11368. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was held on January 3, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

34.

Agency: New York City Department of Environmental Protection

Violation No. [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(d).

Circumstances: On March 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(d), for failure to maintain the air sampling schedule for air monitoring work at 70-20 Parsons Boulevard, Queens, NY 11365. The NYCDEP Inspector found that the air monitoring equipment was not turned on at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be functioning properly when in use. A hearing was held on June 24, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

OSHA Violation

U.S. Department of Labor – Occupational Safety and Health Administration
(OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty [REDACTED]. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.



Summary of the Regulatory Incidents

In over thirty (30) year in business, LiRo Engineers, Inc. and its family of companies (collectively, “LiRo”) has undertaken literally thousands of complex and challenging construction, engineering, architectural design and environmental testing and consulting service projects in New York City, New York State, New England and the surrounding areas.

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations.

For example, all technical staff hires receive classroom training as required for certification and we supplement this with hands-on training where inspectors are coupled with experienced technicians to become more familiar with the practical applications of code enforcement, as well observe firsthand, abatement/remediation contractor means and methods.

As a further business practice, we hold all-hands staff meetings where management reviews our written internal operations standards, safety protocols, changes to applicable regulations and “lessons-learned” from unique project events. Our Project Managers follow up by making site inspections that we record as part of our business unit/corporate quality control efforts. In recognition of the fact that, for identical projects, the different code compliance agencies have different requirements, to safeguard against misinterpretation or confusion, we provide our field staff with a summary of inspection and air sampling protocols that reflect the specific federal, state, or local regulations that govern each project.

Each of the foregoing activities is intended to educate and train our staff to mitigate the chance of administrative violations and ensure proper performance of environmental testing services. LiRo has a no tolerance policy regarding code non-compliance and any employee found to have violated these code requirements is subject to severe disciplinary action, including suspension without pay and termination.

We evaluate our process and training requirements on a regular basis, and we look for every opportunity to improve our performance and eliminate such violations in the future.

As stated above, our efforts to severely mitigate testing violations have been successful and our commitment to this effect will continue into the balance of this year and beyond.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael Bailey, PE
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [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: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

Type Business
Description _____
Address 116 North Washington Avenue, Office 301
City: Scranton State/Province/Territory: PA Zip/Postal Code: 18503
Country: US
Phone: _____

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

Type Business
Description
Address 212 West 35th Street, 8th Floor
City New York **State/Province/Territory:** NY **Zip/Postal Code:** 11801
Country US
Phone

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 333 Thornall Street
City Edison **State/Province/Territory:** NJ **Zip/Postal Code:** 08837

Country	US
----------------	----

Type Description	Business				
Address	455 Winding Brook Dr., Suite 201				
City	Glastonbury	State/Province/Territory:	CT	Zip/Postal Code:	06033
Country	US				
Phone					

Type Description	Business				
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 532-6300				

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

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

Type Description	Business
-------------------------	----------

Address 75 Second Avenue
City Needham **State/Province/Territory:** MA **Zip/Postal Code:** 02494
Country US
Phone _____

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

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

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

Type Other
Description Senior Vice President
Start Date 05/23/2014

Type Other
Description Executive Vice President
Start Date 01/15/2020

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

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

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

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

[Redacted]

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:
[Redacted]
[Redacted]
[Redacted]

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 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.

[Redacted]

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.

[Redacted]

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.

[Redacted]

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.

[Redacted]

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.)

[Redacted]

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?
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.

1 File(s) uploaded: PQ Q-11 Attachment (Sept 2025).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 Bailey, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

LiRo Program and Construction Management, PE P.C.

Name of submitting business

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

Michael Bailey, PE BAILEYM@LIRO.COM

Executive Vice President

Title

09/16/2025 09:25:05 am

Date

Question 11 Attachment

1.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.:

[REDACTED]

Determination:

LiRo agreed to pay a stipulated penalty of [REDACTED]

Circumstances:

On January 22, 2020, LiRo Engineers, Inc. (“LiRo”) was cited by the New York City Department of Environmental Protection (“NYCDEP”) for violation of RCNY Section 1-28 (B) - Failed to compile complete records for asbestos assessment report (No survey report with quantities and conditions).

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of [REDACTED]. This matter is now closed.

2.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.:

[REDACTED]

Determination:

LiRo agreed to pay a stipulated penalty [REDACTED]

Circumstances:

On November 6, 2020, LiRo Engineers, Inc. (“LiRo”) was cited by the New York City Department of Environmental Protection (“NYCDEP”) for violation of 15 RCNY Section 1-37 (f) – “Failed to document sample location sketch and sample flow rates as part of log”. On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of [REDACTED]. This matter is now closed.

3.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a total stipulated penalty of [REDACTED]

Circumstances: On December 20, 2020, LiRo Engineers, Inc. (“LiRo”) was cited by the New York City Department of Environmental Protection (“NYCDEP”) for two violations of 15 RCNY, Section 1-41 (c), “Failed to conduct air sampling during abatement as required” and Section 1-42 (a), “Utilized improperly located air samplers”. On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of [REDACTED] for the violation of Section 1-41 (c) and [REDACTED] for the violation of Section 1-42 (a). The total penalty amount due is [REDACTED]. This matter is now closed.

4.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED]

Circumstances: On January 21, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for four (4) violations: (1) RCNY Section 1-51(C) BX22 for failure to ensure the wearing of protective clothing (coverall hood, hand gloves, etc.) in the work area by the air monitoring technician, (2) RCNY Section 1-37(f), for failure to create/maintain a sketch of the locations of the air samples per work shift or day, (3) RCNY Section 1-41(c) BX2D for failure to conduct an air sampling during abatement as per NYCHA protocol as required (need five air samples in the work area but only three were placed for Phase-II), and (4) RCNY Section 1-42(a) BX2F for failure to mount the air sampling cassettes on the commercially-available aluminum tripods. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on August 20, 2021 and given the nature of the

violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

6.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-37 (F)

Circumstances: On April 1, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 15, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

7.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-51(f)

Circumstances: On February 16, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-51(f), for failure to post or make available a copy of the current NYS DOL asbestos handling license of the third party air company at the work place. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 26, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

8.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-37 (F).

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY

Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

9.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-37 (F), 1-41(C), and 1-42(A).

Circumstances: On May 14, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F) for failure to create/maintain a bound air sampling log, 1-41(C) for failure to conduct air sampling during abatement as required, and 1-42(A) for utilizing improperly located air samplers. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on December 7 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

10.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-37 (D) and 1-37(F).

Circumstances: On August 12, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(D) for failure to use a functional rotometer to check flow rates of mounted cassettes, and 1-37(F) for failure to create/maintain a bound air sampling log book. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on February 4, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

11.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of Section 1-36(A).

Circumstances: On August 24, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(A) for failure to retain an independent third-party air monitor. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician on site. The LiRo technician on site was only able to present a copy of his certification instead of the original in violation of the regulation. A hearing was held on February 22, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

12.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-42(D)

Circumstances: On September 23, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(D) for failure to follow specified area sampling schedule for air monitoring. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling and the air sampling pump had a flow rate of zero instead of the required 5liters/min (was likely a defective pump). A hearing was held on February 25, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

13.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-36(B).

Circumstances: On December 27, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(B) for failure to have one air sampling technician present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician at the work site throughout the air sample collection. The NYCDEP Inspector was not able to locate the Air Sampling Technician at the work site during the inspection. A hearing was held on May 6, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

14.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo Engineers, Inc. was fined [REDACTED] and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined [REDACTED] and subsequently paid the penalty. This matter is now closed.

15.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-108(I).

Circumstances: On June 1, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-108(I), failure to conduct proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at a site in Bronx, New York, and was required to make sure that the work area was completely dry before a visual inspection was conducted. The NYCDEP Inspector found that the area was not dry prior to LiRo's visual inspection. A hearing was held on September 2, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. The matter is now closed.

16.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-42(A).

Circumstances: On June 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), utilization of improperly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at a site in Queens, New York. The NYCDEP Inspector found that the air sampling pumps used by LiRo were improperly located next to each other. A hearing was held on September 9, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

17.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-37(F).

Circumstances: On July 28, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to maintain an air sampling log in a bound notebook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book included loose individual sheets of paper. A hearing was held on September 30, 2022, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

18.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] violation of Section 1-37(F).

Circumstances: On July 20, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to contain a sample location sketch in the air monitor's logbook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book did not contain a sample location sketch. A hearing was held on October 18, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

19.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-41(c).

Circumstances: On October 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41(c), for failure to conduct air sampling during abatement as required. LiRo Engineers, Inc., was performing air monitoring work on a roof in Manhattan, New York. The NYCDEP Inspector found that the air sampling pumps were outside of the delineated work area. A hearing was held on March 7, 2023 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

20.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-51(e)

Circumstances: On May 1, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-51(e) for failure to meet hygiene requirements at the work site. LiRo Engineers, Inc., was performing air monitoring work at 21 West 112 Street in Manhattan, New York. The NYCDEP Inspector found that the air sampling technician was wearing a watch during the performance of the air monitoring work. A hearing was held on August 8, 2023, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

21.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(a)

Circumstances: On August 22, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to place air sampling cassette four feet above the ground. LiRo Engineers, Inc., was performing air monitoring work at 225 Adelphi Street, Brooklyn, NY 11205. The NYCDEP Inspector found that the air sampling technician air sampling cassette was not four feet above the ground. A hearing was held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

22.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] violation of 15RCNY1-42(a)

Circumstances: On August 24, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize properly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at 671 Willoughby Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air sampling technician placed the air sampling pump within 1 foot of the wall. A hearing was

held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

23.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(a) and §1-37 (f).

Circumstances: On October 12, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize a properly located air sampler and §1-37 (f) for failure to maintain an air sampling logbook. LiRo Engineers, Inc., was performing air monitoring work at 108-41 159th Street, Queens, NY 11433. The NYCDEP Inspector found that the air sampler was too close to the wall in the workspace and that the air sampling technician did not maintain a logbook. A hearing was held on February 13, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

24.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(a).

Circumstances: On October 11, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for its subconsultant's failure to utilize a properly located air sampler. LiRo Engineers, Inc.'s subconsultant was performing air monitoring work at 550 Cauldwell Avenue, Bronx, NY 10455. The NYCDEP Inspector found that the subconsultant's placement of the air sampler was too close to the wall in the workspace. A hearing was held on March 8, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

25.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY§1-37 (f) and (d).

Circumstances: On September 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY§1-37 (f) and (d) for failure to maintain an air sampling logbook and current calibration sheet for the rotometer at the workspace. LiRo Engineers, Inc., was performing air monitoring work at 30 Avenue D, New York, NY 10009. The NYCDEP Inspector found that the air sampling technician did not maintain a logbook and did not present the rotometer and associated worksheet upon request. A hearing was held on March 5, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

26.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(a)

Circumstances: On October 19, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall. LiRo Engineers, Inc., was performing air monitoring work at 411 Lafayette Avenue, Brooklyn, NY 11238. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. A hearing was held on April 2, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

27.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(a) and 15RCNY1-37(f).

Circumstances: On November 29, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassettes too close to each other and 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 2324 Paulding Avenue, Bronx, NY 10469. The NYCDEP Inspector found that the air sampling cassettes were placed too close to each other. Furthermore, the air sampling log consisted of loose papers that were not permanently bound. A hearing was held on April 5, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

28.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(a) and 15RCNY1-41(c).

Circumstances On December 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall and 15RCNY1-41(c), for failure to conduct air sampling as required as the reading on one of the air sampling cassettes was zero. LiRo Engineers, Inc., was performing air monitoring work at 340 Williams Avenue, Brooklyn, NY 11207. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. Furthermore, one of the air sampling cassettes was malfunctioning and showed a reading of zero. A hearing was held on April 19, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

29.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 180 Powell Street, Brooklyn, NY 11212. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

30.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 107-02 Farragut Road, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

31.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 1540 East 102nd Street, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

32.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-37(f).

Circumstances: On January 25, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 193 Albany Avenue, Brooklyn, NY 11213. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was

held on July 19, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

33.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-37(f).

Circumstances: On July 11, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 32-11 Harper Street, Queens, NY 11368. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was held on January 3, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

34.

Agency: New York City Department of Environmental Protection

Violation No. [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(d).

Circumstances: On March 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(d), for failure to maintain the air sampling schedule for air monitoring work at 70-20 Parsons Boulevard, Queens, NY 11365. The NYCDEP Inspector found that the air monitoring equipment was not turned on at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be functioning properly when in use. A hearing was held on June 24, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

OSHA Violation

U.S. Department of Labor – Occupational Safety and Health Administration
(OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of [REDACTED]. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.



Summary of the Regulatory Incidents

In over thirty (30) year in business, LiRo Engineers, Inc. and its family of companies (collectively, “LiRo”) has undertaken literally thousands of complex and challenging construction, engineering, architectural design and environmental testing and consulting service projects in New York City, New York State, New England and the surrounding areas.

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations.

For example, all technical staff hires receive classroom training as required for certification and we supplement this with hands-on training where inspectors are coupled with experienced technicians to become more familiar with the practical applications of code enforcement, as well observe firsthand, abatement/remediation contractor means and methods.

As a further business practice, we hold all-hands staff meetings where management reviews our written internal operations standards, safety protocols, changes to applicable regulations and “lessons-learned” from unique project events. Our Project Managers follow up by making site inspections that we record as part of our business unit/corporate quality control efforts. In recognition of the fact that, for identical projects, the different code compliance agencies have different requirements, to safeguard against misinterpretation or confusion, we provide our field staff with a summary of inspection and air sampling protocols that reflect the specific federal, state, or local regulations that govern each project.

Each of the foregoing activities is intended to educate and train our staff to mitigate the chance of administrative violations and ensure proper performance of environmental testing services. LiRo has a no tolerance policy regarding code non-compliance and any employee found to have violated these code requirements is subject to severe disciplinary action, including suspension without pay and termination.

We evaluate our process and training requirements on a regular basis, and we look for every opportunity to improve our performance and eliminate such violations in the future.

As stated above, our efforts to severely mitigate testing violations have been successful and our commitment to this effect will continue into the balance of this year and beyond.

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: [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: _____ 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 116 North Washington Avenue, Office 301
City Scranton State/Province/Territory: PA Zip/Postal Code: 18503
Country US
Phone

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

Type Business
Description
Address 212 West 35th Street, 8th Floor
City New York **State/Province/Territory:** NY **Zip/Postal Code:** 11801
Country US
Phone

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 333 Thornall Street
City Edison **State/Province/Territory:** NJ **Zip/Postal Code:** 08837

Country	US
----------------	----

Type Description	Business				
Address	455 Winding Brook Dr., Suite 201				
City	Glastonbury	State/Province/Territory:	CT	Zip/Postal Code:	06033
Country	US				
Phone					

Type Description	Business				
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 532-6300				

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

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

Type Description	Business
-------------------------	----------

Address 75 Second Avenue
City Needham **State/Province/Territory:** MA **Zip/Postal Code:** 02494
Country US
Phone _____

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

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

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

Type Other
Description Senior Vice President
Start Date 03/16/2009

Type Other
Description Executive Vice President
Start Date 01/15/2020

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

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

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

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

[Redacted]

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 of the following affiliated companies:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

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.

[Redacted]

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.

[Redacted]

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.

[Redacted]

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?
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.

See Attached

1 File(s) uploaded: PQ Q-11 Attachment (Sept 2025).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 Program and Construction Management, PE P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael Burton, PE BURTONM@LIRO.COM

Executive Vice President

Title

09/16/2025 09:31:38 am

Date

Question 11 Attachment

1.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.:

[REDACTED]

Determination:

LiRo agreed to pay a stipulated penalty [REDACTED]

Circumstances:

On January 22, 2020, LiRo Engineers, Inc. (“LiRo”) was cited by the New York City Department of Environmental Protection (“NYCDEP”) for violation of RCNY Section 1-28 (B) - Failed to compile complete records for asbestos assessment report (No survey report with quantities and conditions).

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of [REDACTED]. This matter is now closed.

2.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.:

[REDACTED]

Determination:

LiRo agreed to pay a stipulated penalty [REDACTED].

Circumstances:

On November 6, 2020, LiRo Engineers, Inc. (“LiRo”) was cited by the New York City Department of Environmental Protection (“NYCDEP”) for violation of 15 RCNY Section 1-37 (f) – “Failed to document sample location sketch and sample flow rates as part of log”. On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of [REDACTED]. This matter is now closed.

3.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a total stipulated penalty of [REDACTED].

Circumstances: On December 20, 2020, LiRo Engineers, Inc. (“LiRo”) was cited by the New York City Department of Environmental Protection (“NYCDEP”) for two violations of 15 RCNY, Section 1-41 (c), “Failed to conduct air sampling during abatement as required” and Section 1-42 (a), “Utilized improperly located air samplers”. On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of [REDACTED] for the violation of Section 1-41 (c) and [REDACTED] for the violation of Section 1-42 (a). The total penalty amount due is [REDACTED]. This matter is now closed.

4.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED].

Circumstances: On January 21, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for four (4) violations: (1) RCNY Section 1-51(C) BX22 for failure to ensure the wearing of protective clothing (coverall hood, hand gloves, etc.) in the work area by the air monitoring technician, (2) RCNY Section 1-37(f), for failure to create/maintain a sketch of the locations of the air samples per work shift or day, (3) RCNY Section 1-41(c) BX2D for failure to conduct an air sampling during abatement as per NYCHA protocol as required (need five air samples in the work area but only three were placed for Phase-II), and (4) RCNY Section 1-42(a) BX2F for failure to mount the air sampling cassettes on the commercially-available aluminum tripods. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on August 20, 2021 and given the nature of the

violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

6.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-37 (F)

Circumstances: On April 1, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 15, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

7.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-51(f)

Circumstances: On February 16, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-51(f), for failure to post or make available a copy of the current NYS DOL asbestos handling license of the third party air company at the work place. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 26, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

8.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-37 (F).

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY

Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

9.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 1-37 (F), 1-41(C), and 1-42(A).

Circumstances: On May 14, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F) for failure to create/maintain a bound air sampling log, 1-41(C) for failure to conduct air sampling during abatement as required, and 1-42(A) for utilizing improperly located air samplers. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on December 7 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

10.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-37 (D) and 1-37(F).

Circumstances: On August 12, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(D) for failure to use a functional rotometer to check flow rates of mounted cassettes, and 1-37(F) for failure to create/maintain a bound air sampling log book. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on February 4, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

11.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-36(A).

Circumstances: On August 24, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(A) for failure to retain an independent third-party air monitor. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician on site. The LiRo technician on site was only able to present a copy of his certification instead of the original in violation of the regulation. A hearing was held on February 22, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

12.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-42(D)

Circumstances: On September 23, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(D) for failure to follow specified area sampling schedule for air monitoring. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling and the air sampling pump had a flow rate of zero instead of the required 5liters/min (was likely a defective pump). A hearing was held on February 25, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

13.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-36(B).

Circumstances: On December 27, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(B) for failure to have one air sampling technician present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician at the work site throughout the air sample collection. The NYCDEP Inspector was not able to locate the Air Sampling Technician at the work site during the inspection. A hearing was held on May 6, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

14.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo Engineers, Inc. was fined [REDACTED] and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined [REDACTED] and subsequently paid the penalty. This matter is now closed.

15.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of Section 1-108(I).

Circumstances: On June 1, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-108(I), failure to conduct proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at a site in Bronx, New York, and was required to make sure that the work area was completely dry before a visual inspection was conducted. The NYCDEP Inspector found that the area was not dry prior to LiRo's visual inspection. A hearing was held on September 2, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. The matter is now closed.

16.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-42(A).

Circumstances: On June 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), utilization of improperly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at a site in Queens, New York. The NYCDEP Inspector found that the air sampling pumps used by LiRo were improperly located next to each other. A hearing was held on September 9, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

17.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of Section 1-37(F).

Circumstances: On July 28, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to maintain an air sampling log in a bound notebook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book included loose individual sheets of paper. A hearing was held on September 30, 2022, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

18.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of Section 1-37(F).

Circumstances: On July 20, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to contain a sample location sketch in the air monitor's logbook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book did not contain a sample location sketch. A hearing was held on October 18, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

19.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-41(c).

Circumstances: On October 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41(c), for failure to conduct air sampling during abatement as required. LiRo Engineers, Inc., was performing air monitoring work on a roof in Manhattan, New York. The NYCDEP Inspector found that the air sampling pumps were outside of the delineated work area. A hearing was held on March 7, 2023 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

20.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-51(e)

Circumstances: On May 1, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-51(e) for failure to meet hygiene requirements at the work site. LiRo Engineers, Inc., was performing air monitoring work at 21 West 112 Street in Manhattan, New York. The NYCDEP Inspector found that the air sampling technician was wearing a watch during the performance of the air monitoring work. A hearing was held on August 8, 2023, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

21.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(a)

Circumstances: On August 22, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to place air sampling cassette four feet above the ground. LiRo Engineers, Inc., was performing air monitoring work at 225 Adelphi Street, Brooklyn, NY 11205. The NYCDEP Inspector found that the air sampling technician air sampling cassette was not four feet above the ground. A hearing was held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

22.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(a)

Circumstances: On August 24, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize properly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at 671 Willoughby Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air sampling technician placed the air sampling pump within 1 foot of the wall. A hearing was

held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

23.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] violation of 15RCNY1-42(a) and §1-37 (f).

Circumstances: On October 12, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize a properly located air sampler and §1-37 (f) for failure to maintain an air sampling logbook. LiRo Engineers, Inc., was performing air monitoring work at 108-41 159th Street, Queens, NY 11433. The NYCDEP Inspector found that the air sampler was too close to the wall in the workspace and that the air sampling technician did not maintain a logbook. A hearing was held on February 13, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

24.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(a).

Circumstances: On October 11, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for its subconsultant's failure to utilize a properly located air sampler. LiRo Engineers, Inc.'s subconsultant was performing air monitoring work at 550 Cauldwell Avenue, Bronx, NY 10455. The NYCDEP Inspector found that the subconsultant's placement of the air sampler was too close to the wall in the workspace. A hearing was held on March 8, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

25.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY§1-37 (f) and (d).

Circumstances: On September 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY§1-37 (f) and (d) for failure to maintain an air sampling logbook and current calibration sheet for the rotometer at the workspace. LiRo Engineers, Inc., was performing air monitoring work at 30 Avenue D, New York, NY 10009. The NYCDEP Inspector found that the air sampling technician did not maintain a logbook and did not present the rotometer and associated worksheet upon request. A hearing was held on March 5, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

26.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(a)

Circumstances: On October 19, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall. LiRo Engineers, Inc., was performing air monitoring work at 411 Lafayette Avenue, Brooklyn, NY 11238. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. A hearing was held on April 2, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

27.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(a) and 15RCNY1-37(f).

Circumstances: On November 29, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassettes too close to each other and 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 2324 Paulding Avenue, Bronx, NY 10469. The NYCDEP Inspector found that the air sampling cassettes were placed too close to each other. Furthermore, the air sampling log consisted of loose papers that were not permanently bound. A hearing was held on April 5, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

28.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] violation of 15RCNY1-42(a) and 15RCNY1-41(c).

Circumstances On December 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall and 15RCNY1-41(c), for failure to conduct air sampling as required as the reading on one of the air sampling cassettes was zero. LiRo Engineers, Inc., was performing air monitoring work at 340 Williams Avenue, Brooklyn, NY 11207. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. Furthermore, one of the air sampling cassettes was malfunctioning and showed a reading of zero. A hearing was held on April 19, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

29.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 180 Powell Street, Brooklyn, NY 11212. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

30.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 107-02 Farragut Road, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

31.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 1540 East 102nd Street, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

32.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-37(f).

Circumstances: On January 25, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 193 Albany Avenue, Brooklyn, NY 11213. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was

held on July 19, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

33.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-37(f).

Circumstances: On July 11, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 32-11 Harper Street, Queens, NY 11368. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was held on January 3, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

34.

Agency: New York City Department of Environmental Protection

Violation No. [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(d).

Circumstances: On March 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(d), for failure to maintain the air sampling schedule for air monitoring work at 70-20 Parsons Boulevard, Queens, NY 11365. The NYCDEP Inspector found that the air monitoring equipment was not turned on at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be functioning properly when in use. A hearing was held on June 24, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

OSHA Violation

U.S. Department of Labor – Occupational Safety and Health Administration
(OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty [REDACTED]. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.



Summary of the Regulatory Incidents

In over thirty (30) year in business, LiRo Engineers, Inc. and its family of companies (collectively, “LiRo”) has undertaken literally thousands of complex and challenging construction, engineering, architectural design and environmental testing and consulting service projects in New York City, New York State, New England and the surrounding areas.

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations.

For example, all technical staff hires receive classroom training as required for certification and we supplement this with hands-on training where inspectors are coupled with experienced technicians to become more familiar with the practical applications of code enforcement, as well observe firsthand, abatement/remediation contractor means and methods.

As a further business practice, we hold all-hands staff meetings where management reviews our written internal operations standards, safety protocols, changes to applicable regulations and “lessons-learned” from unique project events. Our Project Managers follow up by making site inspections that we record as part of our business unit/corporate quality control efforts. In recognition of the fact that, for identical projects, the different code compliance agencies have different requirements, to safeguard against misinterpretation or confusion, we provide our field staff with a summary of inspection and air sampling protocols that reflect the specific federal, state, or local regulations that govern each project.

Each of the foregoing activities is intended to educate and train our staff to mitigate the chance of administrative violations and ensure proper performance of environmental testing services. LiRo has a no tolerance policy regarding code non-compliance and any employee found to have violated these code requirements is subject to severe disciplinary action, including suspension without pay and termination.

We evaluate our process and training requirements on a regular basis, and we look for every opportunity to improve our performance and eliminate such violations in the future.

As stated above, our efforts to severely mitigate testing violations have been successful and our commitment to this effect will continue into the balance of this year and beyond.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Rocco Trotta, PE
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: _____ 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 116 North Washington Avenue, Office 301
City: Scranton State/Province/Territory: PA Zip/Postal Code: 18503
Country: US
Phone: _____

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

Type Business
Description
Address 212 West 35th Street, 8th Floor
City New York **State/Province/Territory:** NY **Zip/Postal Code:** 11801
Country US
Phone

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 333 Thornall Street
City Edison **State/Province/Territory:** NJ **Zip/Postal Code:** 08837

Country	US
Phone	

Type	Business				
Description					
Address	455 Winding Brook Dr., Suite 201				
City	Glastonbury	State/Province/ Territory:	CT	Zip/Postal Code:	06033
Country	US				
Phone					

Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/ Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 532-6300				

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

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	75 Second Avenue		
City	Needham	State/Province/ Territory:	MA
Country	US	Zip/Postal Code:	02494
Phone			

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

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

President	10/30/2020	Treasurer	
Chairman of Board	03/03/1994	Shareholder	03/03/1994
Chief Exec. Officer	10/30/2020	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

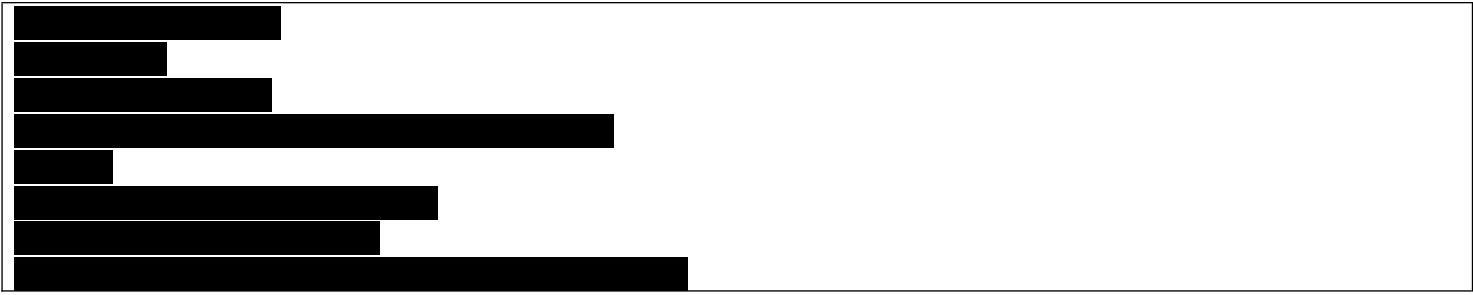
YES [] NO [X] If Yes, provide details.

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

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

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

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



1 File(s) uploaded: Rocco Q5 Non LiRo RT Companies Attachment.pdf

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

YES 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.

[Empty text box for response to 7a]

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.

[Empty text box for response to 7b]

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.

[Empty text box for response to 7c]

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.

[Empty text box for response to 7d]

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.)

[Empty text box]

9.

- a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.
[Empty text box]
- b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.
[Empty text box]
- c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.
[Empty text box]
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.
[Empty text box]
- 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.
[Empty text box]
- 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.
[Empty text box]

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.

[Empty text box]

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 Q-11 Attachment (Sept 2025).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.

[Empty rectangular box]

- 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.

[Empty rectangular box]

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, Rocco Trotta, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

LiRo Program and Construction Management, PE P.C.

Name of submitting business

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

Rocco Trotta, PE TROTTAR@LIRO.COM

Chairman, CEO, President

Title

09/16/2025 08:50:54 am

Date

Question 11 Attachment

1.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.:

[REDACTED]

Determination:

LiRo agreed to pay a stipulated penalty of [REDACTED]

Circumstances:

On January 22, 2020, LiRo Engineers, Inc. (“LiRo”) was cited by the New York City Department of Environmental Protection (“NYCDEP”) for violation of RCNY Section 1-28 (B) - Failed to compile complete records for asbestos assessment report (No survey report with quantities and conditions).

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of [REDACTED]. This matter is now closed.

2.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.:

[REDACTED]

Determination:

LiRo agreed to pay a stipulated penalty [REDACTED]

Circumstances:

On November 6, 2020, LiRo Engineers, Inc. (“LiRo”) was cited by the New York City Department of Environmental Protection (“NYCDEP”) for violation of 15 RCNY Section 1-37 (f) – “Failed to document sample location sketch and sample flow rates as part of log”. On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of [REDACTED]. This matter is now closed.

3.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a total stipulated penalty of [REDACTED]

Circumstances: On December 20, 2020, LiRo Engineers, Inc. (“LiRo”) was cited by the New York City Department of Environmental Protection (“NYCDEP”) for two violations of 15 RCNY, Section 1-41 (c), “Failed to conduct air sampling during abatement as required” and Section 1-42 (a), “Utilized improperly located air samplers”. On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of [REDACTED] for the violation of Section 1-41 (c) and [REDACTED] the violation of Section 1-42 (a). The total penalty amount due is [REDACTED]0. This matter is now closed.

4.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED]

Circumstances: On January 21, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for four (4) violations: (1) RCNY Section 1-51(C) BX22 for failure to ensure the wearing of protective clothing (coverall hood, hand gloves, etc.) in the work area by the air monitoring technician, (2) RCNY Section 1-37(f), for failure to create/maintain a sketch of the locations of the air samples per work shift or day, (3) RCNY Section 1-41(c) BX2D for failure to conduct an air sampling during abatement as per NYCHA protocol as required (need five air samples in the work area but only three were placed for Phase-II), and (4) RCNY Section 1-42(a) BX2F for failure to mount the air sampling cassettes on the commercially-available aluminum tripods. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on August 20, 2021 and given the nature of the

violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

6.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 1-37 (F)

Circumstances: On April 1, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 15, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

7.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-51(f)

Circumstances: On February 16, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-51(f), for failure to post or make available a copy of the current NYS DOL asbestos handling license of the third party air company at the work place. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 26, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

8.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 1-37 (F).

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY

Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

9.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] violation of 1-37 (F), 1-41(C), and 1-42(A).

Circumstances: On May 14, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F) for failure to create/maintain a bound air sampling log, 1-41(C) for failure to conduct air sampling during abatement as required, and 1-42(A) for utilizing improperly located air samplers. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on December 7 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

10.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of \$2,500 for violation of 1-37 (D) and 1-37(F).

Circumstances: On August 12, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(D) for failure to use a functional rotometer to check flow rates of mounted cassettes, and 1-37(F) for failure to create/maintain a bound air sampling log book. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on February 4, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

11.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of Section 1-36(A).

Circumstances: On August 24, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(A) for failure to retain an independent third-party air monitor. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician on site. The LiRo technician on site was only able to present a copy of his certification instead of the original in violation of the regulation. A hearing was held on February 22, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

12.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 1-42(D)

Circumstances: On September 23, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(D) for failure to follow specified area sampling schedule for air monitoring. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling and the air sampling pump had a flow rate of zero instead of the required 5liters/min (was likely a defective pump). A hearing was held on February 25, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

13.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051005594R

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-36(B).

Circumstances: On December 27, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(B) for failure to have one air sampling technician present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician at the work site throughout the air sample collection. The NYCDEP Inspector was not able to locate the Air Sampling Technician at the work site during the inspection. A hearing was held on May 6, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

14.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo Engineers, Inc. was fined [REDACTED] and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined [REDACTED] and subsequently paid the penalty. This matter is now closed.

15.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-108(I).

Circumstances: On June 1, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-108(I), failure to conduct proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at a site in Bronx, New York, and was required to make sure that the work area was completely dry before a visual inspection was conducted. The NYCDEP Inspector found that the area was not dry prior to LiRo's visual inspection. A hearing was held on September 2, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. The matter is now closed.

16.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of Section 1-42(A).

Circumstances: On June 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), utilization of improperly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at a site in Queens, New York. The NYCDEP Inspector found that the air sampling pumps used by LiRo were improperly located next to each other. A hearing was held on September 9, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

17.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-37(F).

Circumstances: On July 28, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to maintain an air sampling log in a bound notebook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book included loose individual sheets of paper. A hearing was held on September 30, 2022, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

18.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of Section 1-37(F).

Circumstances: On July 20, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to contain a sample location sketch in the air monitor's logbook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book did not contain a sample location sketch. A hearing was held on October 18, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

19.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-41(c).

Circumstances: On October 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41(c), for failure to conduct air sampling during abatement as required. LiRo Engineers, Inc., was performing air monitoring work on a roof in Manhattan, New York. The NYCDEP Inspector found that the air sampling pumps were outside of the delineated work area. A hearing was held on March 7, 2023 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

20.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-51(e)

Circumstances: On May 1, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-51(e) for failure to meet hygiene requirements at the work site. LiRo Engineers, Inc., was performing air monitoring work at 21 West 112 Street in Manhattan, New York. The NYCDEP Inspector found that the air sampling technician was wearing a watch during the performance of the air monitoring work. A hearing was held on August 8, 2023, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

21.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(a)

Circumstances: On August 22, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to place air sampling cassette four feet above the ground. LiRo Engineers, Inc., was performing air monitoring work at 225 Adelphi Street, Brooklyn, NY 11205. The NYCDEP Inspector found that the air sampling technician air sampling cassette was not four feet above the ground. A hearing was held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

22.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(a)

Circumstances: On August 24, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize properly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at 671 Willoughby Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air sampling technician placed the air sampling pump within 1 foot of the wall. A hearing was

held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

23.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(a) and §1-37 (f).

Circumstances: On October 12, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize a properly located air sampler and §1-37 (f) for failure to maintain an air sampling logbook. LiRo Engineers, Inc., was performing air monitoring work at 108-41 159th Street, Queens, NY 11433. The NYCDEP Inspector found that the air sampler was too close to the wall in the workspace and that the air sampling technician did not maintain a logbook. A hearing was held on February 13, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

24.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(a).

Circumstances: On October 11, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for its subconsultant's failure to utilize a properly located air sampler. LiRo Engineers, Inc.'s subconsultant was performing air monitoring work at 550 Cauldwell Avenue, Bronx, NY 10455. The NYCDEP Inspector found that the subconsultant's placement of the air sampler was too close to the wall in the workspace. A hearing was held on March 8, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

25.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY§1-37 (f) and (d).

Circumstances: On September 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY§1-37 (f) and (d) for failure to maintain an air sampling logbook and current calibration sheet for the rotometer at the workspace. LiRo Engineers, Inc., was performing air monitoring work at 30 Avenue D, New York, NY 10009. The NYCDEP Inspector found that the air sampling technician did not maintain a logbook and did not present the rotometer and associated worksheet upon request. A hearing was held on March 5, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

26.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(a)

Circumstances: On October 19, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall. LiRo Engineers, Inc., was performing air monitoring work at 411 Lafayette Avenue, Brooklyn, NY 11238. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. A hearing was held on April 2, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

27.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15RCNY1-42(a) and 15RCNY1-37(f).

Circumstances: On November 29, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassettes too close to each other and 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 2324 Paulding Avenue, Bronx, NY 10469. The NYCDEP Inspector found that the air sampling cassettes were placed too close to each other. Furthermore, the air sampling log consisted of loose papers that were not permanently bound. A hearing was held on April 5, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

28.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(a) and 15RCNY1-41(c).

Circumstances On December 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall and 15RCNY1-41(c), for failure to conduct air sampling as required as the reading on one of the air sampling cassettes was zero. LiRo Engineers, Inc., was performing air monitoring work at 340 Williams Avenue, Brooklyn, NY 11207. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. Furthermore, one of the air sampling cassettes was malfunctioning and showed a reading of zero. A hearing was held on April 19, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

29.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 180 Powell Street, Brooklyn, NY 11212. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

30.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 107-02 Farragut Road, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

31.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 1540 East 102nd Street, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

32.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated [REDACTED] for violation of 15RCNY1-37(f).

Circumstances: On January 25, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 193 Albany Avenue, Brooklyn, NY 11213. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was

held on July 19, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

33.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty of [REDACTED] for violation of 15 RCNY 1-37(f).

Circumstances: On July 11, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 32-11 Harper Street, Queens, NY 11368. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was held on January 3, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

34.

Agency: New York City Department of Environmental Protection

Violation No. [REDACTED]

Determination: LiRo agreed to pay a stipulated penalty [REDACTED] for violation of 15RCNY1-42(d).

Circumstances: On March 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(d), for failure to maintain the air sampling schedule for air monitoring work at 70-20 Parsons Boulevard, Queens, NY 11365. The NYCDEP Inspector found that the air monitoring equipment was not turned on at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be functioning properly when in use. A hearing was held on June 24, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

OSHA Violation

U.S. Department of Labor – Occupational Safety and Health Administration
(OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a [REDACTED]. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.



Summary of the Regulatory Incidents

In over thirty (30) year in business, LiRo Engineers, Inc. and its family of companies (collectively, “LiRo”) has undertaken literally thousands of complex and challenging construction, engineering, architectural design and environmental testing and consulting service projects in New York City, New York State, New England and the surrounding areas.

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations.

For example, all technical staff hires receive classroom training as required for certification and we supplement this with hands-on training where inspectors are coupled with experienced technicians to become more familiar with the practical applications of code enforcement, as well observe firsthand, abatement/remediation contractor means and methods.

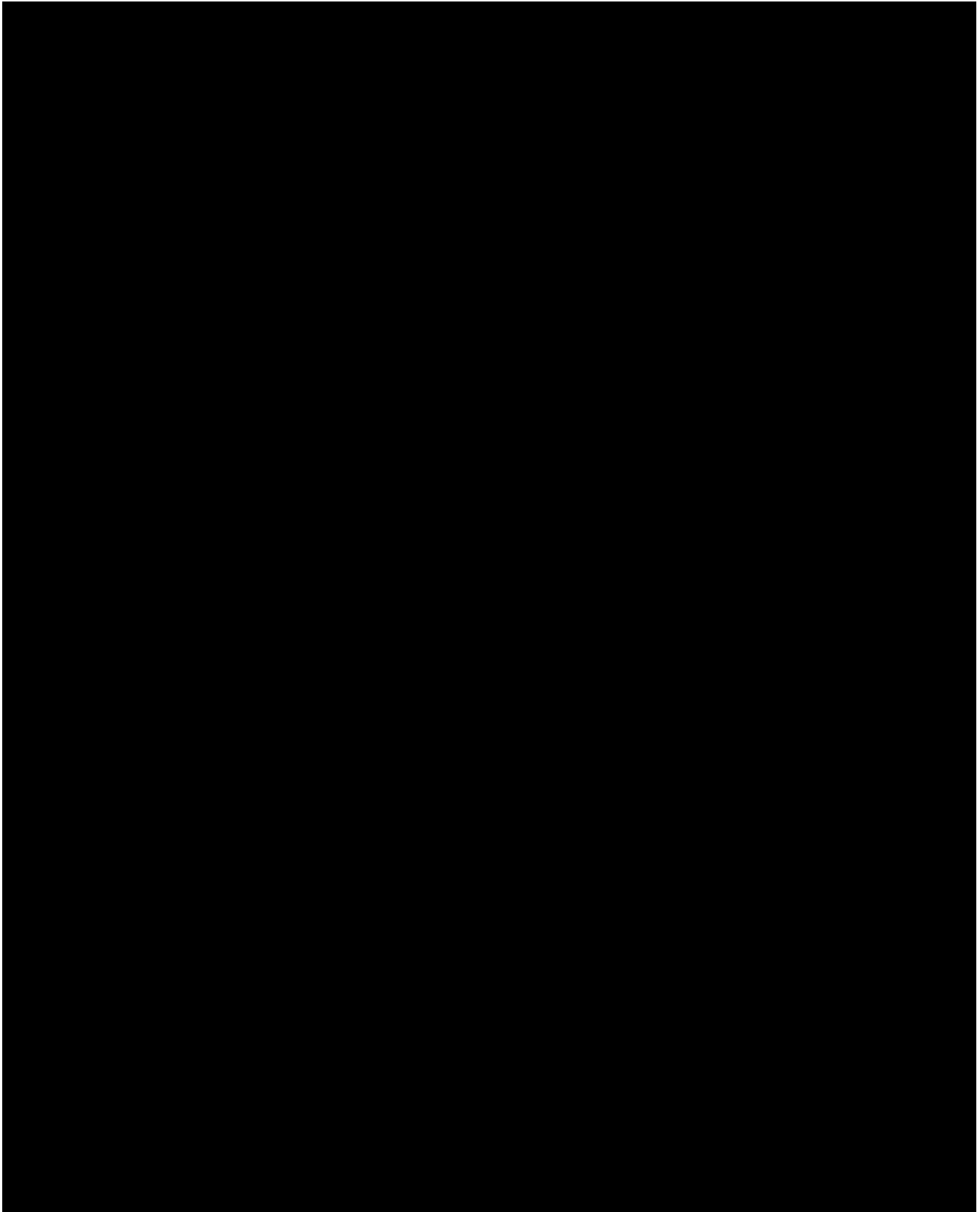
As a further business practice, we hold all-hands staff meetings where management reviews our written internal operations standards, safety protocols, changes to applicable regulations and “lessons-learned” from unique project events. Our Project Managers follow up by making site inspections that we record as part of our business unit/corporate quality control efforts. In recognition of the fact that, for identical projects, the different code compliance agencies have different requirements, to safeguard against misinterpretation or confusion, we provide our field staff with a summary of inspection and air sampling protocols that reflect the specific federal, state, or local regulations that govern each project.

Each of the foregoing activities is intended to educate and train our staff to mitigate the chance of administrative violations and ensure proper performance of environmental testing services. LiRo has a no tolerance policy regarding code non-compliance and any employee found to have violated these code requirements is subject to severe disciplinary action, including suspension without pay and termination.

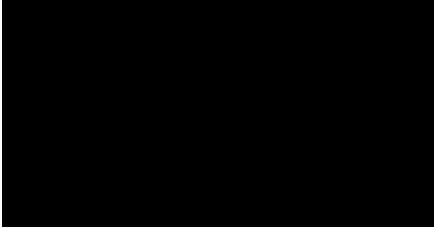
We evaluate our process and training requirements on a regular basis, and we look for every opportunity to improve our performance and eliminate such violations in the future.

As stated above, our efforts to severely mitigate testing violations have been successful and our commitment to this effect will continue into the balance of this year and beyond.

Non-LiRo Entities Owned by Rocco L. Trotta, PE



Former Holdings No Longer Owned by Rocco L. Trotta, PE



COUNTY OF NASSAU

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

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

Address: 3 Aerial Way

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

Country: US

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

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

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

1 File(s) uploaded: Q4-CCVD.pdf

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

If none, explain.

B. Charles Manning, [REDACTED]
[REDACTED]

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

See attached

1 File(s) uploaded: CCVD Q6 LPCM.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees,

including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

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

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

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

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

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

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

Dated: 09/16/2025 08:50:29 am

Title: Chairman, CEO, President

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

Question 4

Rocco L. Trotta, PE, [REDACTED]

Michael Burton, [REDACTED]

Lawrence Blond, PE, [REDACTED]

Michael Bailey, PE, [REDACTED]

B. Charles Manning, PE, [REDACTED]

Question 6

LiRo Affiliated Companies

LiRo Engineers, Inc.

LiRo Architects + Planners, P.C.

LiRo Architects & Engineers West, P.C.

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

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

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

LiRo GIS, Inc.

Monitor Builders, Inc.

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

DAI, Inc.

LiRo-Hill, Corp. f/k/a Hill-LiRo, Corp.

James LaSala & Associates, LLP

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2025

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 Marsh USA Inc. c/o 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 Program and Construction Management, PE P.C. 3 Aerial Way Syosset NY 11791	INSURER A : Arch Insurance Company	NAIC # 11150
	INSURER B : XL Insurance America, Inc.	24554
	INSURER C : AGCS Marine Insurance Company	22837
	INSURER D : Arch Indemnity Insurance Compa	30830
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** [REDACTED]**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	[REDACTED]	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 SIR \$ 500,000
A	<input checked="" type="checkbox"/> 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	[REDACTED]	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	[REDACTED]	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	[REDACTED]	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Valuable Papers			[REDACTED]	1/1/2026	1/1/2027	Limit \$ 1,000,000

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

Re: Contract No. B90400-01CMA - On Call Buildings Construction Management Services

Nassau County, and the Nassau County Department of Public Works are included as Additional Insured on a Primary and Non-Contributory basis as required by written contract. Waiver of Subrogation applies to all Additional Insureds as required by written contract. 30 days notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION 30 Days Notice of Cancellation**

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT	

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

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

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)


(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

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

Lawrence H. Blond, PE/Executive Vice President

Name and Title of Authorized Representative

m/d/yy



9/29/25

Signature

Date

LiRo Program and Construction Management, PE P.C.

Name of Organization

3 Aerial Way, Syosset, NY 11791

Address of Organization

Instructions for Certification

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



Certified: 06/01/2023 02:04PM--
BJANOWITZ

E-44-23

Filed with the Clerk of the Nassau County
Legislature: 04/27/2023 04:15PM

NIFS ID: CFPW23000003

Capital: X

Contract ID #: CFPW23000003

NIFS Entry Date: 03/10/2023

Department: Public Works

Service: On Call Construction Management Services-Buildings-
B90400-01CMA

Term: 3 years from NTP

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	Yes
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: LiRo Program and Construction Management, PE P.C DBA: The LiRo Group	ID# [REDACTED]
Main Address: 3 Aerial WaySyosset, NY 11791	
Main Contact: Nancy Malicki	
Main Phone: (516) 938-5476	

Department:
Contact Name: Joseph Amerigo
Address: NCDPW 1194 Prospect Ave Westbury, NY 11590
Phone: (516) 571-9804
Email: cpetrucci@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,szirilli@nassaucountyny.gov

Contract Summary

Purpose: The Department proposes to enter into a personal services agreement with the firm LiRo Program and Construction Management, PE P.C. to provide On-Call Construction Management Services for the County's Building Construction Group. These services are needed in the construction management efforts required for the various building construction projects currently in construction or anticipated to commence in the near future.

Method of Procurement: A formal Request for Proposals (RFP) process was conducted to procure the services. This is a contract for Construction Management Services for the County's Building Construction Group. The services under this contract include, but are not limited to furnishing of engineers, Inspectors, Schedulers, Cost Estimators, field survey parties, evaluation of contractor claims, pre-bid constructability reviews, and construction related engineering services.

Procurement History: A Request for Proposal was prepared in conformance with the Department's policy for assessing technical

understanding, statement of qualifications and proposed project schedule. The RPF was posted to the County's website and advertised in Newsday and the NYS Contract Reporter from June 6, 2022 to July 1, 2022. Proposals were received from twenty (20) firms on July 1, 2022. Following the review, the technical rank was established and the cost proposals were opened. As a result of the scoring, the top 9 firms who represent the highest technical rating and having proposed competitive fees, presented the best value to the County, and therefore were selected.

Description of General Provisions: New agreement for construction management services. The term of the contract is 3 years from NTP.

Impact on Funding / Price Analysis: The maximum amount of this contract is \$1,000,000. Funding for these professional services will be available on a project specific capital improvement basis. There is no guarantee that all or any of this amount shall be subsequently authorized and services provided.

Change in Contract from Prior Procurement: There is no prior procurement.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00003	PWCAPCAP 00003 90400 000	01	\$0.01
Project Number		90400						
Project Detail		000						
TOTAL								\$0.01

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$0.01
Other	\$0.00
Total	\$0.01

Routing Slip

Department			
NIFS Entry	Roseann D'Alleva	03/13/2023 01:51PM	Approved
NIFS Final Approval	Roseann D'Alleva	03/13/2023 01:51PM	Approved
Final Approval	Roseann D'Alleva	03/13/2023 01:51PM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	03/16/2023 01:56PM	Approved
Final Approval	Roseann D'Alleva	03/16/2023 01:56PM	Approved
County Attorney			
Approval as to Form	Thomas Montefinise	03/20/2023 12:09PM	Approved
RE & Insurance Verification	Andrew Amato	03/16/2023 02:04PM	Approved
NIFS Approval	Mary Nori	03/27/2023 01:59PM	Approved
Final Approval	Mary Nori	03/27/2023 01:59PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	03/16/2023 04:44PM	Approved
NIFA Approval	Christopher Nolan	03/24/2023 05:28PM	Approved
Final Approval	Christopher Nolan	03/24/2023 05:28PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	03/30/2023 10:43AM	Approved
DCE Compliance Approval	Robert Cleary	04/24/2023 01:42PM	Approved
Vertical DCE Approval	Arthur Walsh	04/27/2023 01:40PM	Approved
Final Approval	Arthur Walsh	04/27/2023 01:40PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/27/2023 02:12PM	Approved

Legislature			
Final Approval	Crystal Albert	05/09/2023 11:53AM	Approved
Comptroller			
Claims Approval	Joseph Marcinek	05/18/2023 04:38PM	Approved
Legal Approval	Charlie Casolaro	05/18/2023 05:46PM	Approved
Accounting / NIFS Approval	Michael Cohen	05/19/2023 08:36AM	Approved
Deputy Approval	Beaumont Jefferson	05/19/2023 01:26PM	Approved
Final Approval	Beaumont Jefferson	05/19/2023 01:26PM	Approved
Legislative Affairs			
Contract Sent for Certification	Antonio Comparetto	05/23/2023 10:53AM	Approved
Clerk of Legislature Certification			
Clerk of Legislature Certification	Barbara Janowitz	06/01/2023 02:04PM	Approved

RULES RESOLUTION NO. – 2023

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

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

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

CONTRACT FOR SERVICES

"ON-CALL" CONSTRUCTION MANAGEMENT SERVICES :

BUILDING CONSTRUCTION GROUP

AGREEMENT NO. B90400-01CMA

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 Program and Construction Management, PE P.C. having its principal office at three Aerial Way, Syosset NY 11791 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor 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 Contractor 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.

The 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 three (3) 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. 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.

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

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

3. Payment

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

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

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

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

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

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

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

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

6. Compliance with Law.

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

(b) 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.

(c) 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.

(d) 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.

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

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

(g) 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.

7. Minimum Service Standards.

Regardless of whether required by Law:

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

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

8. Indemnification, Defense, Cooperation.

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

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

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and

the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(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.

9. Insurance.

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

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

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

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

11. Termination.

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure

to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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

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

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

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

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

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

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

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any

objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

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

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

19. 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.

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

21. Joint Venture.

(a) If the Contractor 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 Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor 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 Contractor or any other entity, partner

or joint venturer hereunder.

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

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


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

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

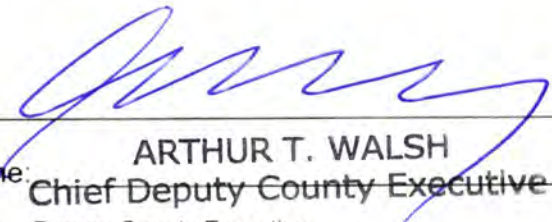
{Remainder of page intentionally left blank}

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

Liro Program and Construction Management PE PC

By: 
Name: Lawrence H. Blond, P.E.
Title: Executive Vice President & General Manager
Date: September 29, 2022

NASSAU COUNTY

By: 
Name: ARTHUR T. WALSH
~~Chief Deputy County Executive~~
Title: Deputy County Executive
Date: 5-23-23

PLEASE EXECUTE IN BLUE INK

APPENDIX "A"

DETAILED SCOPE OF SERVICES

On-Call Building Construction Management Services

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform on-call construction management and related engineering services, for various durations, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services for the County's Building Construction Group including, but not limited to, the furnishing of office engineers, resident engineers, construction inspectors, CPM schedulers, cost estimators, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, and construction related engineering services.

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

2. Notification

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

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

3. Task Order (Mission) Procedures

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

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

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

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (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 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.

APPENDIX "B"

PAYMENT SCHEDULE

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

Compensation for services provided under the terms of this Agreement will be (i) on the basis of a lump sum or (ii) the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of The method of determining compensation shall be established by the County for each project and set forth in the County's written request for a proposal and cost estimate.

Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.

The Firm shall be reimbursed for the actual cost of "out-of-Pocket" expenses that have been approved in writing by the Commissioner of Public Works.

The Firm shall prepare and attach to this Agreement (as Appendix C - Wage Rate Schedule) a Maximum Hourly Wage Rate Schedule listing the job classifications, the maximum hourly wage rate for each classification and the Multiplier. 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 will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, 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. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed two hundred and twenty-five dollars (\$225.00).

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding

employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

**Contract 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:

_____ Richard Cavallaro _____ (Name)
_____ 3 Aerial Way, Syosset, NY 11791 _____ (Address)
_____ (516) 938-5476 _____ (Telephone Number)

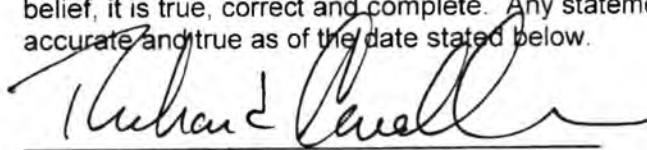
2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

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

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

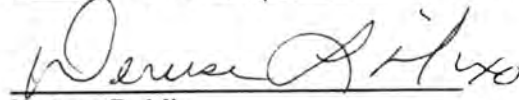


Dated 9/27/2022
Signature of Chief Executive Officer

Richard Cavallaro
Name of Chief Executive Officer

Sworn to before me this

27 day of Sept., 2022


Denise L. Muxo
Notary Public

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