



Certified: --

E-46-26

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THE LEGISLATURE APRIL 6, 2026
2:06 PM

NIFS ID: CFPW26000002

Capital: X

Contract ID #: CFPW26000002

NIFS Entry Date: 03/23/2026

DPW Contract Number: H61126-68CM1

Department: Public Works

Service: CMI Services for Merrick Road Rehabilitation
Phase 1 - H61126-68CM1

Term: Agreement shall terminate 2 years from
Commencement Date. Department may extend term for
additional Construction and Post Construction Phase
Services until project closeout. Work started prior to
expiration of Agreement may be completed in its entirety.

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:	No
3) CSEA Agmt. & 32 Compliance Attached:	Yes
4) Significant Adverse Information Identified? (if yes, attach memo):	Yes
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: LiRo Engineers, Inc. DBA: The LiRo Group	ID#: 131974950
Main Address: 3 Aerial Way Syosset, NY 11791	
Main Contact: Nancy Malicki	
Main Phone: (516) 214-8155	

Department:
Contact Name: Saji Varughese
Address: NCDPW 1194 Prospect Ave Westbury, NY 11590
Phone: (516) 571-9651
Email: SVarughese@nassaucountyny.gov,LSamuel@nassaucoun tyny.gov,ldionisio@nassaucountyny.gov,EKobel@nassauc ountyny.gov,CPetrucci@nassaucountyny.gov

Contract Summary

Purpose: This is a Construction Management and Inspection contract to manage Merrick Road Rehabilitation Phase 1 project. The services include providing one Resident Engineer/Office Engineer, and one Construction Inspector to manage the construction contract.

Procurement History: The RFP was advertised in the NY Post, and NYS Contract Reporter and posted on e-Procure on June 20, 2025. The technical proposals were received on July 18, 2025, from nineteen (19) firms. LiRo Engineers received the highest technical score with the lowest cost proposal out of the three highest ranking firms and was deemed best qualified for this project.

<p>Description of General Provisions: Construction Management and Inspection Services contract. Term: twenty-four (24) months or until project close-out. MBE 15.28%, WBE 15.34%, SDVOB good faith effort.</p>
<p>Impact on Funding / Price Analysis: Maximum contract amount is \$2,748,809.80. Funding is available under Capital Project 61126.</p>
<p>Change in Contract from Prior Procurement: New procurement.</p>
<p>Method of Source Selection:</p> <p><input checked="" type="checkbox"/> Request For Proposals awarded to proposer offering best value</p> <p>RFP #: PW-H61126-68CM1</p> <p>Advertised On: 06/20/2025</p> <p>Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter</p> <p>Proposals Due On: 07/18/2025</p> <p>Number of proposals received: 19</p> <p>Evaluation Committee members: John O'Dougherty, Project Manager IV, Daniel Pollera, Project Manager II and Liji Samuel, Project Manager I.</p> <p>Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.</p> <p>The contract has been awarded to the proposer offering the lowest cost proposal</p>
<p>MWBE Participation:</p> <p><input checked="" type="checkbox"/> 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.]</p> <p><input checked="" type="checkbox"/> 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.</p> <p>Contractor is a (check all that apply):</p> <p><input type="checkbox"/> MWBE</p> <p><input type="checkbox"/> SDVOB</p>
<p>Recommendation: Approve as Submitted</p>

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00003	PWCAPCAP 00003 61126 000	01	\$2,748,809.80
Project Number		61126						
Project Detail		000						
TOTAL								\$2,748,809.80

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$2,748,809.80
Other	\$0.00
Total	\$2,748,809.80

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	03/23/2026 12:36PM	Approved
NIFS Final Approval	Christopher Yansick	03/24/2026 09:33AM	Approved
Final Approval	Christopher Yansick	03/24/2026 09:33AM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	03/24/2026 09:33AM	Approved
Final Approval	Christopher Yansick	03/24/2026 09:33AM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	03/24/2026 10:40AM	Approved
Approval as to Form	Julie Silverstein	03/24/2026 03:33PM	Approved
NIFS Approval	Mary Nori	03/31/2026 04:51PM	Approved
Final Approval	Mary Nori	03/31/2026 04:51PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	03/24/2026 09:43AM	Approved
NIFA Approval	Christopher Nolan	03/26/2026 04:09PM	Approved
Final Approval	Christopher Nolan	03/26/2026 04:09PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	04/01/2026 11:00AM	Approved
DCE Compliance Approval	Robert Cleary	04/03/2026 10:44AM	Approved
Vertical DCE Approval	Arthur Walsh	04/06/2026 12:58PM	Approved
Final Approval	Arthur Walsh	04/06/2026 12:58PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	04/06/2026 02:00PM	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 A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LIRO ENGINEERS, INC.

WHEREAS, the County has negotiated a personal services agreement with LiRo Engineers, Inc., to provide the County with construction management and inspection services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with LiRo Engineers, Inc.

CONTRACT FOR SERVICES
H61126-68CM1

Construction Management/Inspection Services (CMI) for Merrick Road Rehabilitation Phase 1

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at 1 West Street, 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 (the "Department"),

- and -

LiRo Engineers, Inc., having its principal address at 3 Aerial Way, Syosset, NY 11791 (the "Contractor").

W I T N E S S E T H:

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

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

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

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

1) **Term.**

A. This Agreement shall commence upon the date on which this Agreement is executed by the County and shall terminate on two (2) years from the Commencement Date (the "Initial Term"), unless sooner terminated as provided for herein.

The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for additional Construction and Post Construction Phase Services until project close-out, by delivering a notice of extension to the Firm at least thirty (30 days) prior to the Expiration Date, subject to the Department's right of early termination as provided in the contract. Work assigned within the contract period will generally be required to be completed. Any contract work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. Amendment of contract for time only will not be required for this purpose, subject to the Department's right of early termination as provided in the contract.

2) **Services.**

A. The services and scope of work to be provided by the Contractor under this Agreement shall consist of but are not limited to achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which

support the goals of this project. The Department requires the Construction Manager (CM) to provide comprehensive construction phase services.

- B. Additional “Detailed Scope Services” are included as **EXHIBIT A**. Services that were included in the firm’s proposal shall be considered as part of the Agreement and shall be provided, at the request of the Department.
- C. At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Firm 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.
- D. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment.**

- (a) **Amount of Consideration.** The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement shall be payable as set forth in the “Payment Schedule,” attached hereto and made a hereby part hereof as Exhibit “B”. All Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed Two million seven hundred forty-eight thousand eight hundred nine dollars and eighty cents. (\$2,748,809.80) (the “Maximum Amount”). The Maximum Amount is inclusive of any and all expenses and shall be payable as follows:
 - (b) **Vouchers; Voucher Review, Approval and Audit.** All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be 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 parties 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, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the Department.
- 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 Contractors (a "Contractors 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, Default and/or Claims.** The Contractor represents it 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 but not limited to 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. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.
- (b) **Records Access.** The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit C (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

- (c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the “Contract Package”), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County’s consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor’s consent to the posting of the un-redacted Contract Package to the County website.
- 7) **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.
- 8) **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.
- 9) **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:
- A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
 - B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.
- 10) **Vendor Code of Ethics.** By executing this Agreement, the Contractor hereby certifies and covenants that:

- A. 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;
- B. 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;
- C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- D. 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;
- E. 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;
- F. 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; and
- G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)
 - i) In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and the Office of Minority Affairs ("OMA") in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

11) **Minimum Service Standards.** Regardless of whether required by Law:

- A. The Contractor shall 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.
- C. 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, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

12) **Right to Works/Ownership of Work Product/Copyright.**

- A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non-exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report,

data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

- B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.
- C. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.
- D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.
- E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.
- F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

13) **Confidentiality.**

- A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.
- B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or

judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

- C. If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.
- D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.
- E. The provisions of this Section shall survive termination of the Agreement.

14) **Indemnification; Defense; Cooperation.**

- A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (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, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- B. The Contractor shall, at 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 legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.
- C. The Contractor shall and shall cause all of Contractor's Agent(s) 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 the Contractor's Agent(s) in connection with this Agreement.
- D. In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable

attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

- E. **Infringement Indemnification.** The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark, patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.
- (1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.
 - (2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.
 - (3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.
- F. The provisions of this Section shall survive the termination of this Agreement.

15) **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" its officials, employees, volunteers, agents, volunteers and representatives 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) workers 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, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

- B. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- 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 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.

16) Assignment; Amendment; Waiver; Subcontracting.

- A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (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.
- B. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

- C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

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

18) **Accounting Procedures; Records.**

- A. 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, 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.

- 19) **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 6 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.
- 20) **Work Performance Liability.** The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 21) **Data Breach:**
- A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
 - i) Date and time of the breach;
 - ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
 - iii) The nature and extent of the breach;
 - iv) The Contractor's proposed plan to investigate and remediate the breach.
 - B. Upon discovery by the Contractor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
 - C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

22) **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.

23) **Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

A. in writing to the above referenced addresses and in compliance with the below,

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,

iv) 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

(1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,

(2) 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,

(3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and

(4) 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.

24) **All Legal Provisions Deemed Included; Severability; Supremacy.**

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

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.

25) **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.

26) **Administrative Service Charge.** Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) \$0-\$10,000	\$0
(b) Over \$10,000-\$50,000	\$160
(c) Over \$50,000-\$100,000	\$266
(d) Over \$100,000	\$533

27) **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.

28) **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.

29) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

30) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.


31) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms

and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

- 32) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.
- 33) **County Holidays.** Unless approved in writing by the County, in its sole absolute discretion, or as determined by the County Engineer, consultants are not permitted to work on the County projects they are assigned on Official County Holidays when no contractual work is allowed. The Official County Holidays are: New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

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

LiRo Engineers, Inc.
VENDOR NAME

By:  _____
Name: Michael Bailey, PE
Title: Executive Vice President
Date: 2/20/2026

NASSAU COUNTY

By: _____
Name: _____
Title: _____,
(or) _____, County Executive
(or) _____, Chief Deputy County Executive
(or) _____, Deputy County Executive
Date: _____

EXHIBIT A
ENGAGEMENT DELIVERABLES, ASSUMPTIONS, SCOPE OF WORK

The County requires the Construction Manager (CM) to provide comprehensive construction phase services and to coordinate these services with the County's Project Manager, (PM). The scope of services to be performed in the respective phases (which will overlap) is summarized below:

1.0 Construction Phase Services

- 1.1 Commencement and Duration - The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the Project in its entirety by the County. The CM should include pre-construction duties and post-construction duties in their proposal.
- 1.2 Pre & Post Construction Phase – The pre-construction phase shall include the pre-construction meeting, notice to proceed, all the required documentation, insurance, safety and DBE/MBE/WBE/SDVOB utilization paperwork as well as the tracking, review and approval of proposed sub-contractors, suppliers and materials for the project to be prepared and/or approved by CM.
- 1.3 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. This project is being built using a single prime Construction Contractor ("CC"). The CM will perform as the administrator of Nassau County's Project Agreement and will advise the CC of the requirements for this particular project. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures, as well as a copy of the Program Construction Management Manual, prepared on behalf of the County by the PM. Administer the construction of the Project, including scheduling of the Work and coordination of the CC. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The FIRM shall furnish his staff with personal equipment required for project administration, management and inspection including, but not limited to personal protective equipment, digital cameras, cellular telephones, smart levels, etc.
- 1.4 Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, and the Design Engineer to devise appropriate modifications to the Contract Documents.
- 1.5 Erosion and Sediment Control – The CM team shall make sure the contractor takes the responsibility for the temporary control of soil and water pollution that could potentially

result from construction activities and shall be in accordance with Federal, State and Local regulations, as well as the Contract specifications and directions of the County representatives. At a minimum, the RE and Inspector shall attend and hold a valid certification for NYSDEC 4-hour erosion & sediments control training. The CM shall be responsible for inspecting the work site and directing that, all necessary precautions shall be taken to prevent contamination of waters and surrounding areas by slit, sediments, fuels, solvents, lubricants, epoxy coating, wet concrete, concrete leachate, washings from concrete equipment or any other pollutant associated with drilling and constructions procedures. (Specific reference is made to the New York State Department of Environmental Conservations' "Guidelines for Urban Erosion and Sediment Control", along with any subsequent updates.) It is the CM's responsibility to make sure that the contractor adheres to SPDES permit and SWPPP requirements and maintain documents accordingly.

- 1.6 Quality Assurance - The CM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work with respect to conformance to the Construction Documents. The CM shall to guard the County against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by County staff with the Work of the CC. The CM shall promptly notify the County, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall monitor and document implementation for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.
- 1.7 Cash Flow Forecast - With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast. The baseline cash flow forecast, and all revisions shall also be forwarded to the PM for integration into the Master Program Budget and Cost Forecasting Tool.
- 1.8 Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforce is sufficient, and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.
- 1.9 Information Management System – The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained by the CM for a period of six (6) years after completion of services. The CM shall implement, and maintain on a current (daily) basis, a web-based information management system to track all drawings, CC submittals, meeting minutes, requests for information, bulletins,

changes orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. The web-based information management system (such as Submittal Exchange, or similar) shall be authorized as a reimbursable expense from an allowance which will be added to the CM's Base Fee. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. At the minimum, the CM shall implement a web-based information management system for the exchange of submittals and provide and maintain access to all project participants. The CC's submittals such as shop drawings, product data, and samples, shall be routed directly and concurrently to the CM and Design Engineer. The CM shall promptly review them for completeness and responsiveness, log and confirm the submittal is fit for review by the Design Engineer. All distribution shall be electronic, for review and approval; within 48 hours of receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Design Engineer and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, is responsible for documenting acceptability and the transfer to County, in both paper and electronic formats.

- 1.10 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information, and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. All payments shall be based on the cost loaded and CM shall be responsible for certifying such payments. The CM shall provide copies of their recommendations for payment to the PM.
- 1.11 Meetings – Schedule and conduct regular bi-weekly job progress meetings with the CC, the Design Engineer, the County and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend periodic meetings with the County and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.
- 1.12 Reporting – The CM shall prepare bi-weekly written progress reports and promptly deliver five (5) copies of same to the County. Such reports shall include the following information at a minimum:
- A. Work activities performed during the reporting period and those activities scheduled to be performed in the next 2 weeks.
 - B. Identification and status of all critical and important issues, which require the attention of the County
 - C. Brief construction progress update describing actual progress versus plan, supported by earned value data.
 - D. Summary of schedule gains and delays and actions taken to mitigate delays
 - E. Photographs and other documentation which is germane to the report.
 - F. On every other bi-weekly report (i.e., every 4 weeks) provide updated Submittal, RFI and Change Order logs as attachments.

1.13 Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC and the Nassau County Project Manager. The CM shall not have control over, or charge of the Work and the CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. The CM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. The CM must review the CC safety program and inform the County PM of its adequacy. CM's effort shall include the following:

- (a) The CM will review the CC Health and Safety program and inform the Departments Project Manager of its adequacy and acceptance.
- (b) CM's Safety Officer shall visit the site once per week, review the working conditions with the CC 's designated site safety representative and provide a written report to NCDPW (copying the contractor and other project participants) within 24 hours of the field visit. The report shall identify any and all short comings and will follow up on any reported incidents.
- (c) CM shall prominently post signage requiring that all visitors must check in with the Construction Manager before entering the site. CM shall maintain a log of all visitors and shall ensure that visitors wear the proper PPE during any such visit.
- (d) CM shall attend CC's toolbox meetings to verify that these are being held and ensure that the CC adequately documents attendance. A copy of the toolbox meeting agenda and sign in will be kept for the Project record.
- (e) In the event of an accident the CM shall submit to the Department within 24 hours a preliminary report and a final report within two weeks. The final report will include additional safety measures to help prevent reoccurrence.
- (f) CM's weekly safety reports shall be reviewed and discussed at all jobsite progress meetings. Discussion shall focus on correction of any deficiencies as well as safety during upcoming work on the look-ahead schedule.
- (g) Administer CC's compliance with 10-hour OSHA training requirements and ensure site safety orientation is provided for all construction workers employed on the project.

1.14 Changes - The CM shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review CC's proposals; and submit formal written recommendations, including confidential memoranda to the County; clearly delineating the scope and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time; and assist the County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineer's error or omission, the CM shall confidentially inform the County of such and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders, which shall be uploaded regularly into the Contract Management Information System.

1.15 Partial Occupancy and Beneficial Use - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County; and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction. Prior to any

declaration of partial occupancy or beneficial use the CM shall coordinate and attend a site review on behalf of the County.

- 1.16 Temporary Office – For CM Staff, the CC will provide the field office and general supplies in accordance with Item 637.13. Anything else needed to perform the required task shall be provided by the consultant firm, including electronics, software, office supplies, copy paper, ink/toner, etc.

2.0 Post Construction Phase Services

2.1 Contract Closeout - Conduct final inspections with Design Engineer, and the County, at the completion of the project, and prepare detailed punch lists (observed discrepancies, deficiencies, and incomplete items of work), as required. It is understood that the project may be completed in phases and that multiple final inspections may be needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the CC or make/update the as-builts as required and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Design Engineer for the preparation of record drawings. **THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE EXTRA SERVICES SECTION OF THE AGREEMENT.**

2.2 CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer and the PM for interpretation. Confer with the Design Engineer and the advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

2.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Design Engineer.

END OF SECTION

EXHIBIT B
Payment Schedule

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

A. AMOUNT OF CONSIDERATION

In consideration of all services, performed by the Firm (inclusive of sub-consultants, and all reimbursable expenses and additional/ extra services) under this Agreement, the County shall pay the Firm a total amount not to exceed Two million seven hundred forty-eight thousand eight hundred nine dollars and eighty cents. (\$2,748,809.80) including Extra Services and Reimbursable Expenses. The Firm shall be compensated for such services by an amount equal to Two and twenty-five hundredths (2.25) times the actual salaries or wages paid to the technical personnel engaged in this project exclusive of payroll taxes, insurance, and all fringe benefits (Maximum allowable Multiplier 2.25 for resident engineer, office engineer, inspectors for their services and for any extra services. For extra services, prior approval needed from Commissioner or his or her duly designated deputy).

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 after the original term of the agreement. The Firm may grant an employee 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. All overtime requests must be submitted to the Department for approval in advance. 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, excluding Additional/ Extra Services, 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).

B. REIMBURSABLE EXPENSES

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

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

B. Direct reimbursement of site investigation, sub-surface exploration, utility location and mark-out services, and any other engineering related expenses as required.

C. ADDITIONAL/ EXTRA SERVICES

(1) Additional / Extra Services. At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Additional/Extra Services under the allowance. The Firm shall not perform, nor be compensated for, additional/ extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Firm agrees to perform any such additional/ extra Services in accordance with the terms and conditions contained in this Agreement. For any additional/ extra services to be paid based on actual salaries, the CM firm shall be compensated for such services by an amount equal to Two and twenty-five hundredths (2.25) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The CM firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate of two hundred and twenty-five dollars (\$225.00) exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate for all technical personnel and principals after application of the multiplier, shall not exceed two hundred and twenty-five dollars (\$225.00) under allowances per hour. As used herein, "Additional/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. Additional/ Extra services may include, but not limited to the following:

- (a) Engineering services for immediate corrective measures.
- (b) Construction related emergency services.

(2) Payments to Firm When Services Are Compensated "On the Basis of Salary Multiplier"

With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee working on all current County agreements with the Firm.

END OF SECTION

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

Definitions:

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.

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 “**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.

Rule:

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

- A. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- B. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- D. The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- E. The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- F. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.
- G. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

- H. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- I. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- J. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- K. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- L. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - i) 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.
 - ii) 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.
 - iii) 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.

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

Appendix L
Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Rocco Trotta, PE (Name)

3 Aerial Way, Syosset, NY 11791 (Address)

516-938-5476 (Telephone Number)

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

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ (HAS) X (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

2/20/26
Dated

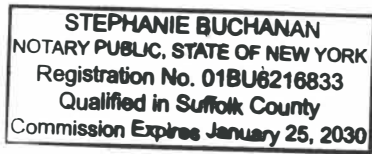

Signature of Chief Executive Officer

Rocco Trotta, PE
Name of Chief Executive Officer

Sworn to before me this

20 day of February, 20 26


Notary Public



**Non-Disclosure Agreement (NDA)
(If Applicable)**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made effective as of this ___ day of _____, 20__ by and between the County of Nassau acting by and through its Department of _____ (“Disclosing Party” or “County”) and _____ (“Recipient” or “Contractor”), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into Nassau County contract number _____, for _____ (“Agreement”); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.

The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.

- (a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below (“Information”) acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.
- (b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County (“Confidential Information”). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County’s possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:
 - (i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;
 - (ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;
 - (iii) all information concerning the County’s computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;
 - (iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;
 - (v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;
 - (vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;

- (viii) all information marked or identified as “confidential” or “proprietary” in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

- (a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor’s own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor’s obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.
- (b) The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor’s own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.
- (c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure 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. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor’s use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting

Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership

All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance

- (a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.
- (b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.

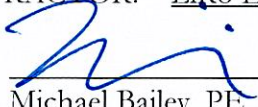
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.

The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: LiRo Engineers, Inc.

By: 
Name: Michael Bailey, PE
Title: Executive Vice President
Date: 2/20/2026

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C

**Confidentiality Agreement
(If applicable)**

I Michael Bailey, PE (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other _____ of the Contractor LiRo Engineers, Inc. (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to the contracted services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.



(Individual's Signature)

Michael Bailey, PE

(Individual's Printed Name)

LiRo Engineers, Inc.

(Entity for which Individual is an employee or agent)

2/20/2026

(Date)

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: November 6, 2025

SUBJECT: Contract No: H61126-68CM1 – Merrick Road Rehabilitation Phase 1
LiRo Engineers, Inc.
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 employs 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.



SUBJECT: Contract No: H61126-68CM1- Merrick Road Rehabilitation Phase 1
LiRo Engineers, Inc.
Responsibility Determination Memo

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.

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

SUBJECT: Contract No: H61126-68CM1- Merrick Road Rehabilitation Phase 1
LiRo Engineers, Inc.
Responsibility Determination Memo

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.

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. Vendor reports that a nonperforming affiliate was delinquent in filing commercial rent tax returns related to its lower Manhattan office space for the years 2012-2020. Vendors reports that the affiliate has

Contract File
November 6, 2025

Page 4

SUBJECT: Contract No: H61126-68CM1- Merrick Road Rehabilitation Phase 1
LiRo Engineers, Inc. Responsibility
Determination Memo

hired a new account and has provided proof the County that it has filed the returns and paid the taxes plus interest.

The pending Vendor agreement with the County is for Construction Management/ Inspection Services for Merrick Road Rehabilitation Phase 1. Accordingly, the type of 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 NYC rent tax payment delinquencies have been corrected. The Department has concluded that the vendor is a responsible vendor for the performance of the scope of work in Contract H61126-68CM1.



Jane Houdek
Attorney for Department of Public Works

JH;jd



Nassau County Interim Finance Authority

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

1. Vendor: LiRo Engineers, Inc.

2. Amount requiring NIFA approval: \$2,748,809.80

Amount to be encumbered: \$2,748,809.80

Slip Type: New

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

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

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

3. Contract Term: to Agreement shall terminate 2 years from Commencement Date. Department may extend term for additional Construction and Post Construction Phase Services until project closeout. Work started prior to expiration of Agreement may be completed in its entirety.

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	0	
State %	0	
County %	100	

- 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:

This is a Construction Management and Inspection contract to manage Merrick Road Rehabilitation Phase 1 project. The services include providing one Resident Engineer/Office Engineer, and one Construction Inspector to manage the construction contract.

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:

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

03/26/2026

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.

Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

Vendor Disclosures

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

Name of Submitting Entity: LiRo Engineers, Inc

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

Vendor's EIN or TIN: ██████████

Forms Submitted: _____

Political Campaign Contribution Disclosure Form: 03/11/2026 09:29:29 am

Lobbyist Registration and Disclosure Form: 03/11/2026 09:30:42 am

Business History Form certified: 03/12/2026 02:00:37 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 03/11/2026 10:08:06 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name Rocco L. Trotta, PE [TROTSTAR@LIRO.COM]

Date Certified 03/11/2026 11:23:52 am

Principal Name Joseph Massa, CCM [MASSAJ@LIRO.COM]

Date Certified 03/11/2026 09:08:58 am

Principal Name Lawrence H. Blond, PE [BLONDL@LIRO.COM]

Date Certified 03/11/2026 11:30:06 am

Principal Name Michael Burton, PE [BURTONM@LIRO.COM]

Date Certified 03/11/2026 11:38:07 am

Principal Name Michael Bailey [BAILEYM@LIRO.COM]

Date Certified 03/11/2026 09:14:41 am

Principal Name Panagiotis Koklanos, PE [KOKLANOSP@LIRO.COM]

Date Certified 03/11/2026 09:27:22 am

Principal Name Paul Levine [LEVINEP@LIRO.COM]

Date Certified 03/11/2026 11:43:34 am

Principal Name Alfred Bereche [BERECHEA@LIRO.COM]

Date Certified 03/11/2026 09:01:13 am

Principal Name Robert Kreuzer [KREUZERR@LIRO.COM]

Date Certified 03/11/2026 09:20:48 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 Engineers, Inc

Name of Submitting Entity

03/16/2026 09:41:27 am

Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES 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 [TROTAR@LIRO.COM]

Dated: 03/11/2026 09:29:29 am

Vendor: LiRo Engineers, Inc.

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: 03/12/2026

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

2) Address of Place of Business: 3 Aerial Way

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

Address: 1 State Street Plaza, 28th Floor
City: New York State/Province/Territory: NY Zip/Postal Code: 10004
Country: US
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 East Main Street, Soundview Plaza, Suite 700R
City: Stamford State/Province/Territory: CT Zip/Postal Code: 06902
Country: US
Start Date: _____ End Date: _____

Address: 141-07 20th Avenue, Suite 503

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

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

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

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

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

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

Address: One Gateway Center, 300 Washington Street, Suite 902
City: Newton State/Province/Territory: MA Zip/Postal Code: 02458
Country: US
Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number:

5) Federal I.D. Number:

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

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

LiRo Engineers, Inc. shares office space, staff, and equipment expenses with its affiliates:
LiRo Program and Construction Management, PE P.C.
LiRo Architects + Planners, P.C.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
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:

DAI, Inc., LiRo-Hill, Corp. f/k/a Hill-LiRo, Corp., James LaSala & Associates, LLP

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

YES NO If yes, please provide details:

See attached.

1 File(s) uploaded: BH Question 9.pdf

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES NO If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

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

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

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

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

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 (March 2026).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.

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

2. In February 2026, LiRo Engineers, Inc. was notified that their payroll processing company did not process one set of local tax returns, which are administered by the State of New York. The company is currently working with NYS auditors to come into full compliance, and the situation has been remedied with the payroll processing company for 2026.

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

17 Conflict of Interest:

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

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

No conflicts exist.

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

No conflicts exist.

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

No conflicts exist.

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;

04/28/1925

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

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

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

See attached

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

678

vi) Annual revenue of firm;

[REDACTED]

vii) Summary of relevant accomplishments

[REDACTED]

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

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

1 File(s) uploaded: Aviii - LE 2024-2026 NYSED Professional Engineering License.pdf

B. Indicate number of years in business.

100

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 nearly 900 professionals includes 128 licensed Professional Engineers and 26 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.

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

Company	Town of Hempstead Department of Engineering		
Contact Person	Brian Kunzig		
Address	Town Hall Plaza		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 812-3484		
Fax #			
E-Mail Address	briaKun@tohmail.com		

Company	Suffolk County DPW		
Contact Person	William Hillman		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4002		
Fax #	(631) 852-4006		

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

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

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

CERTIFICATION

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

Name of submitting business: LiRo Engineers, Inc.

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

Chairman, CEO, President
Title

03/12/2026 02:00:37 pm
Date

Question 9

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

LiRo Affiliated Companies include:

LiRo Program and Construction Management, PE P.C.

LiRo Architects + Planners, P.C.

LiRo Architects & Engineers West, P.C.

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

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

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

LiRo GIS, Inc.

Monitor Builders, Inc.

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

DAI, Inc.

LiRo-Hill, Corp., 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.: 051002434Y, 051002433M, 051002432K, 051002430R, 051002431Z, 051002427X, 051002429J, 051002425M, 051002426Y, 051002428H

Determination: LiRo agreed to pay a stipulated penalty of \$10,000.00

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 \$10,000.00. This matter is now closed.

2.

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

Violation No.: 05100324L

Determination: LiRo agreed to pay a stipulated penalty of \$1,500.

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 \$1,500. This matter is now closed.

3.

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

Violation No.: 051003316P

Determination: LiRo agreed to pay a total stipulated penalty of \$2,500.

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 \$1500 for the violation of Section 1-41 (c) and \$1000 for the violation of Section 1-42 (a). The total penalty amount due is \$2,500. This matter is now closed.

4.

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

Violation Nos.: 051003696Z

Determination: LiRo agreed to pay a stipulated penalty of \$3,000 for 1-51 (C), \$1,500 for 1-37 (F), \$1,500 for 1-41 (C) and \$1,000 for 1-42 (A).

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.: 0051004102R

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 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.: 051004210Y

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 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.: 051004424J

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 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.: 051004402Z

Determination: LiRo agreed to pay a stipulated penalty of \$4,000 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.: 051004900L

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.: 051004968H

Determination: LiRo agreed to pay a stipulated penalty of \$3,000 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.: 051005033R

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 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 \$1,000 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.: 051005820X

Determination: LiRo Engineers, Inc. was fined \$2,400 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 \$2,400 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.: 051006403J

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 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.: #051006429H

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 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.: #051006498L

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 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.: #051006428X

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 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.: #051006971H

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 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.: # 051007440N

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 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.: # 051008088H

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 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.: # 051008075Z

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 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.: # 051008239X

Determination: LiRo agreed to pay a stipulated penalty of \$2,500 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.: # 051008394X

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 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.: # 051008365R

Determination: LiRo agreed to pay a stipulated penalty of \$2,500 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.: #051008522L

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 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.: #051008524P

Determination: LiRo agreed to pay a stipulated penalty of \$2,500 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.: # 051008600H

Determination: LiRo agreed to pay a stipulated penalty of \$2,500 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.: # 051008949K

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 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.: # 051008947R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 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.: # 051008945N

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 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.: # 051008925X

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 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.: # 051009874J

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 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. #051009299M

Determination: LiRo agreed to pay a stipulated penalty of \$1,500.00 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.

35.

Agency: New York City Department of Environmental Protection

Violation No. #051011028N

Determination: LiRo agreed to pay a stipulated penalty of \$1,000.00 for violation of 15RCNY1-42(a).

Circumstances:

On August 8, 2025, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for failure to maintain BX2F air samplers not placed less than 4 feet from the ground at 300 Bushwick Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air monitoring equipment was on the floor at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be maintained at least 4 feet from the ground. A hearing was held on January 27, 2026, 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 \$13,653.00. 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 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’s environmental group has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group, which is separate and distinct from our civil/structural design and MEP groups, 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. Our efforts have been successful as the number of issued violations has decreased from nine (9) in 2023, six (6) in 2024 and one (1) in 2025.

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.

Malicki, Nancy

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

See following Period detail showing credit balance [REDACTED]



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

Letter ID :
Tax Type : Commercial Rent Tax
Account ID : [REDACTED]
Period : 31-May-2020

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

Period 1

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

Period Activity

- Return Tax
- Late File Penalty
- Penalty Waiver
- Late Payment Penalty
- Interest
- Return Payment
- Credit Transfer Dbt
- CRT Tax Receive
- CRT Tax Receive



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

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

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

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

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

Good afternoon Monica,

We have resolved the issue of check payment of [REDACTED].Your account is updated.

Thank you for your patience.

Ranjit

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

Good Morning:

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

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

Please wait. This case is under review.

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

Ranjit:

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

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

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

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

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

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

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

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

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

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

Good morning,

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

Thanks,

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

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

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

Subject: Re: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

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

Alfred C. Bereche

Senior Vice President, General Counsel

and Corporate Secretary



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

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

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

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

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

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

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

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

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

Sent: Wednesday, September 16, 2020 9:49 AM

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

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

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

Ranjit:

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

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

Sent: Wednesday, September 16, 2020 9:42 AM

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

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

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

Hello,

Please keep the email chain. We have responded to your inquiry to submit front and back side of cancelled check for research. You have not provided yet.

Secondly, you should make payment by ACH debit or electronica payment to avoid this issue. The attachment you sent do not provide detail information to research.

Please remember we help you in past on priority level.

Ranjit

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

Sent: Tuesday, September 15, 2020 4:59 PM

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

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

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

Good afternoon:

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



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

September 14, 2020

Letter ID : L1568091392
FEIN : [REDACTED]

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

Financial Statement of Account

Why we are contacting you:

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

What you must do:

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

Commercial Rent Tax - [REDACTED]

Filing Period	[REDACTED]
5/31/2012	[REDACTED]
5/31/2013	[REDACTED]
5/31/2014	[REDACTED]
5/31/2015	[REDACTED]
5/31/2016	[REDACTED]
5/31/2017	[REDACTED]
5/31/2018	[REDACTED]
5/31/2019	[REDACTED]

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

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

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

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

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

Please send us front and backside of paid check,

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

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

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

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

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

From: Mora, Monica

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

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

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

Ranjit:

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

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

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

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

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

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



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

September 14, 2020

Letter ID : L1568091392
FEIN : [REDACTED]

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

Financial Statement of Account

Why we are contacting you:

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

What you must do:

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

Commercial Rent Tax

Filing Period

5/31/2012
5/31/2013
5/31/2014
5/31/2015
5/31/2016
5/31/2017
5/31/2018
5/31/2019



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

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

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

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

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

Good Afternoon:

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

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

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

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

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

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

Ranjit

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

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

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

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

Good Morning Ranjit:

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

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

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

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

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

Hi Monica,

We sent following tax debt statement of [REDACTED] to pay This debt is after granting abatement of penalties per request of Bereche, Alfred, Senior vice president .We gave compliance based on assurance to pay remaining tax liability.

Please pay.

Ranjit.



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

September 4, 2020

Letter ID : L1798221056
FEIN : [REDACTED]

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

Financial Statement of Account

Why we are contacting you:

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

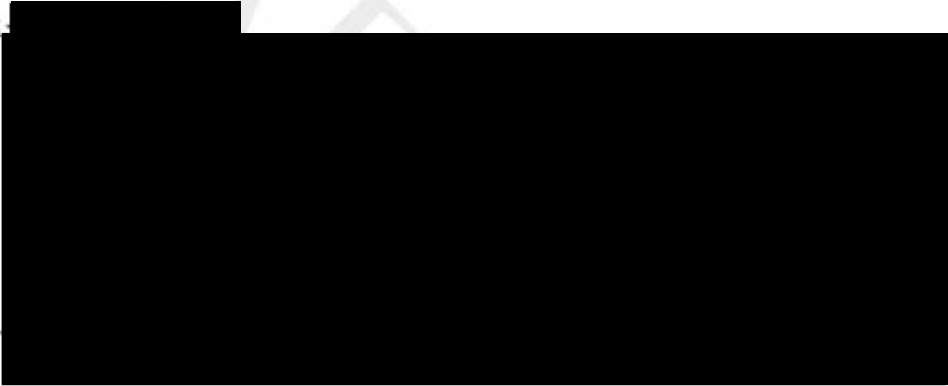
What you must do:

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

Commercial Rent Tax

Filing Period

- 5/31/2012
- 5/31/2013
- 5/31/2014
- 5/31/2015
- 5/31/2016
- 5/31/2017
- 5/31/2018
- 5/31/2019



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

From: Mora, Monica <moram@liro.com>
Sent: Friday, September 04, 2020 10:31 AM

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

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

Good afternoon Ranjit:

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

Monica Mora
Senior Paralegal



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

Begin forwarded message:

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

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

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

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

Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

Good afternoon Alfred,

Thank you for your help to resolve long pending issue.

We notice CRT and tax liability for 5/2012- 5/2020 are posted on your account generated Tax debt of [REDACTED] per following Financial Statement of Account.

Kindly arrange to pay.

Regards,

Ranjit,



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

August 11, 2020

Letter ID : L1059540224
Tax Type : Commercial Rent Tax
Account ID : [REDACTED]

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

Financial Statement of Account

Why we are contacting you:

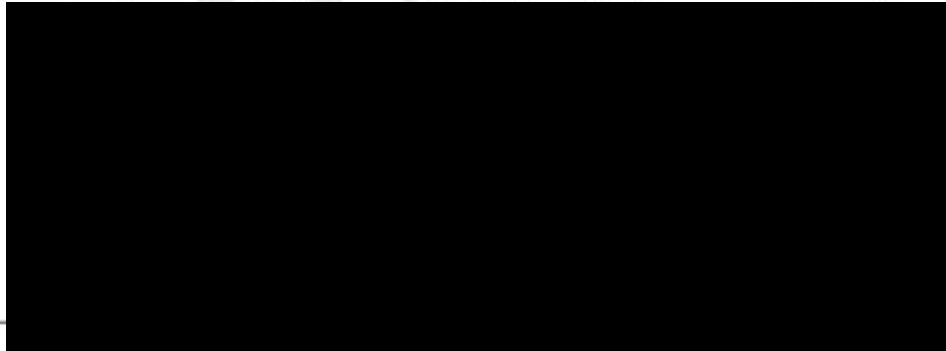
This letter serves as notification of filing periods with credits and/or balances due.

What you must do:

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

Commercial Rent Tax - [REDACTED]

Filing Period
5/31/2012
5/31/2013
5/31/2014
5/31/2015
5/31/2016
5/31/2017
5/31/2018
5/31/2019
5/31/2020



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

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

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

Subject: Re: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

That's fantastic. Thank you for all your help

Sent from my iPhone

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

Good afternoon Alfred,

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

Thank you for your cooperation.

Ranjit

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

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

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

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

Subject: Re: Resolution of LiRo Delinquent Tax Payments -Liro- Engineers Inc EIN [REDACTED]

Ayad,

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

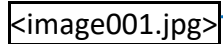
Please let me know and thank you again for your assistance.

Al

Alfred C. Bereche

Senior Vice President, General Counsel

and Corporate Secretary

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

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

Thanks!
Yasmin
NYC DDC
718-391-1385

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


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

Al

Alfred C. Bereche

Senior Vice President, General Counsel

and Corporate Secretary

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

Hello Yashmin,

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

Ranjit

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

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

Can you please let us know the amount?

Thanks!
Yasmin Khan
NYC DDC
718-391-1385

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

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

Thanks!
Yasmin
NYC DDC
718-391-1385

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

Please see attached the 4 payments referenced below. TY

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

Good afternoon, Alfred,
Thank you for your inquiry.
Upon review we did not found following checks on this list.

[REDACTED]

We have to bring to your attention that our processing Unit located at another place. We do not know if processing Unit received Tax returns and checks. As usual, checks and tax returns are posted on tax payer's account after documents are processed. This process time is about 2-3 business weeks. We can confirm only after checks and tax returns are reflect/posted on Tax payer's account.

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

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

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

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

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

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

Regards,

Ranjitsinh Vaghela
City Tax Auditor,
NYC Finance,
Collection Division, Analytic Unit
59 Maiden lane, 24th Fl.,
New York.

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

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

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

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

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

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

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

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

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

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

Question 17Aiii

Rocco L. Trotta, [REDACTED] Chairman, CEO, President

Paul Levine, CPA, [REDACTED] Vice President, CFO

Michael Burton, [REDACTED], Executive Vice President & National Operations Mgr

Michael Bailey, [REDACTED] Executive Vice President

Robert Kreuzer, [REDACTED], Senior Vice President

Alfred C. Bereche, [REDACTED] Executive Vice President, General Counsel, Secretary

Lawrence Blond, [REDACTED] Executive Vice President

Joseph Massa, [REDACTED] Executive Vice President, COO, Assistant Secretary

Panagiotis Kolanos, [REDACTED] Senior Vice President

B. Charles Manning, [REDACTED] Director

John Dionisio, [REDACTED] Director

Question A vii

Summary of relevant accomplishments:

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

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

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

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

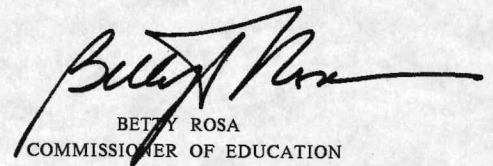
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**LIRO ENGINEERS INC
MONICA MORA-LEGAL ADMIN ASST
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
0021407**


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: Panagiotis Koklanos, 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 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
City Stanford State/Province/Territory: CT Zip/Postal Code: 06902
Country US
Phone (203) 989-4790

Type Business
Description
Address 141-07 20th Avenue
City Whitestone **State/Province/Territory:** NY **Zip/Postal Code:** 11357
Country US
Phone (718) 445-5296

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
----------------	----

Type Description	Business				
Address	529 Main Street				
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	85 Allen Street				
City	Rochester	State/Province/Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				

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

Address One Gateway Center, 300 Washington Street, Suite 902
City Newton **State/Province/Territory:** MA **Zip/Postal Code:** 02458
Country US
Phone _____

Type Business
Description _____
Address One State Street Plaza
City New York **State/Province/Territory:** NY **Zip/Postal Code:** 10004
Country US
Phone (212) 563-0280

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 10/18/2021

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

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

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

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

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

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

Officer of: _____

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

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.

[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.

[Empty text box]

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 text 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 text box]

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 Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Panagiotis Koklanos, PE KOKLANOSP@LIRO.COM

Senior Vice President

Title

03/11/2026 09:27:22 am

Date

PRINCIPAL QUESTIONNAIRE FORM

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

1. Principal Name: Alfred Bereche
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [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 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 503
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:** 10018
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

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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				
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Country	US				
Phone	(585) 287-8833				

Type Description	Business
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Address One Gateway Center, 300 Washington Street, Suite 902
City Newton **State/Province/Territory:** MA **Zip/Postal Code:** 02458
Country US
Phone _____

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

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

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

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

Type Other
Description Executive Vice President, General Counsel, Secretary
Start Date 04/01/2021

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 NO If Yes, provide details.

An officer of:
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
Monitor Builders, Inc.
LiRo GIS, Inc.

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

YES NO If Yes, provide details.

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

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

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

CERTIFICATION

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

LiRo Engineers, Inc.

Name of submitting business

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

Alfred Bereche BERECHA@LIRO.COM

Executive Vice President, General Counsel & Secretary

Title

03/11/2026 09:01:13 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: Joseph Massa, CCM
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

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

Other present address(es):
City: _____ 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: 18411
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 503
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
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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 85 Allen Street, Suite 300
City Rochester **State/Province/Territory:** NY **Zip/Postal Code:** 14608
Country US
Phone (585) 287-8833

Type Business
Description _____
Address One Gateway Center, 300 Washington Street, Suite 902
City Newton **State/Province/Territory:** MA **Zip/Postal Code:** 02458
Country US
Phone _____

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

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

Type Other
Description Senior Vice President/ Chief Administrative Officer
Start Date 10/01/2018

Type Other
Description Executive Vice President, Chief Operating Officer
Start Date 10/20/2020

Type Other
Description Executive Vice President, Chief Operating Officer, Assistant Secretary
Start Date 04/27/2022

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

YES NO If Yes, provide details.

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

YES NO If Yes, provide details.

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

YES NO If Yes, provide details.

Mr. Massa is an officer of the following companies:
LiRo GIS, Inc.
LiRo Constructors, Inc.
LiRo Program and Construction Management, Inc.
Monitor Builders, Inc.

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

YES NO If Yes, provide details.

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

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

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

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

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

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

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

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
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, , 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.

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LiRo Engineers, Inc.

Name of submitting business

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

Joseph Massa, CCM MASSAJ@LIRO.COM

Executive Vice President, Chief Operating Officer, Assistant
Secretary

Title

03/11/2026 09:08:58 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: 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 503
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
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Type Description	Business				
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City	Glastonbury	State/Province/Territory:	CT	Zip/Postal Code:	06033
Country	US				
Phone					

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

Type Business
Description _____
Address One Gateway Center, 300 Washington Street, Suite 902
City Newton **State/Province/Territory:** MA **Zip/Postal Code:** 02458
Country US
Phone _____

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

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

Type Other
Description Senior Vice President
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 [X] If Yes, provide details.

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

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

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

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

Officer of:
LiRo Program and Construction Management, PE P.C.
LiRo GIS, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
Monitor Builders, Inc.

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

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

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

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

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

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

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
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YES [] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES NO 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.

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

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

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

--

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

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

CERTIFICATION

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LiRo Engineers, Inc.

Name of submitting business

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

Lawrence H. Blond, PE BLONDL@LIRO.COM

Executive Vice President

Title

03/11/2026 11:30:06 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: 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 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 503
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
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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 Description	Business				
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Country	US				
Phone	(617) 532-6300				

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

Type Description	Business
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Address One Gateway Center, 300 Washington Street, Suite 902
City Newton **State/Province/Territory:** MA **Zip/Postal Code:** 02458
Country US
Phone _____

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

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 10/01/2006

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 [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 NO If Yes, provide details.

Officer of:
LiRo Program and Construction Management, PE P.C.
RLT Engineering, Geology and Land Surveying, P.C.
LiRo GIS, Inc.

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

YES NO If Yes, provide details.

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

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b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
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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, 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 Engineers, Inc.

Name of submitting business

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

Michael Bailey BAILEYM@LIRO.COM

Executive Vice President

Title

03/11/2026 09:14:41 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: 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 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 503
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 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	538 Spruce Street, Suite 506				
City	Scranton	State/Province/Territory:	PA	Zip/Postal Code:	18503
Country	US				
Phone	(570) 963-7713				

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

Type Business
Description _____
Address One Gateway Center, 300 Washington Street, Suite 902
City Newton **State/Province/Territory:** MA **Zip/Postal Code:** 02458
Country US
Phone _____

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

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 & National Operations Manager
Start Date 03/16/2009

Type Other
Description Executive Vice President & National Operations Manager
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.

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

LiRo Program and Construction Management, PE P.C.

LiRo Architects + Planners, P.C.

LiRo Architects & Engineers West, P.C.

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

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

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

LiRo GIS, Inc.

Monitor Builders, Inc.

DAI, Inc.

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

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

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

YES NO If Yes, provide details.

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

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

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

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

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

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

- a. Is there any felony charge pending against you?

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

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

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

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

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

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

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or

investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- 11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

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

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

CERTIFICATION

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

LiRo Engineers, Inc.

Name of submitting business

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

Executive Vice President & National Operations Manager

Title

03/11/2026 11:38:07 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: Paul Levine
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 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
City Stanford State/Province/Territory: CT Zip/Postal Code: 06902
Country US
Phone (203) 989-4790

Type	Business				
Description					
Address	141-07 20th Avenue				
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:	10018
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
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Type Description	Business				
Address	529 Main Street				
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	85 Allen Street				
City	Rochester	State/Province/Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				

Type Description	Business
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Address	One Gateway Center, 300 Washington Street, Suite 902		
City	Newton	State/Province/ Territory:	MA
Country	US	Zip/Postal Code:	02458
Phone			

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

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	11/02/2021	Partner	_____
Vice President	05/03/2021		
(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.

An officer of:
 LiRo GIS, Inc.
 LiRo Program and Construction Management, Inc.
 LiRo Constructors, Inc.
 Monitor Builders, Inc.
 Bedford Village Chowder and Marching Club (501(c)(3) non-profit

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.

- 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

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LiRo Engineers, Inc.

Name of submitting business

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

Paul Levine LEVINEP@LIRO.COM

Vice President, Chief Financial Officer

Title

03/11/2026 11:43:34 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: Robert Kreuzer
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): 3 Aerial Way
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

Type Business
Description _____
Address 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 503
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:** 10018
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
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Phone	
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Type	Business
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Description	
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Address	455 Winding Brook Dr., Suite 201		
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City	Glastonbury	State/Province/ Territory:	CT	Zip/Postal Code:	06033
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Country	US
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Phone	
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Type	Business
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Description	
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Address	529 Main Street, Suite 3303		
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City	Boston	State/Province/ Territory:	MA	Zip/Postal Code:	02129
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Country	US
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Phone	(617) 532-6300
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Type	Business
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Description	
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Address	690 Delaware Avenue		
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City	Buffalo	State/Province/ Territory:	NY	Zip/Postal Code:	14209
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Country	US
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Phone	(716) 882-5476
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Type	Business
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Description	
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Address	703 Lorimer Street		
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City	Brooklyn	State/Province/ Territory:	NY	Zip/Postal Code:	11211
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Country	US
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Phone	(718) 782-0267
--------------	----------------

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

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

Type Business
Description _____
Address One Gateway Center, 300 Washington Street, Suite 902
City Newton **State/Province/Territory:** MA **Zip/Postal Code:** 02458
Country US
Phone _____

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

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

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

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

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

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

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

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

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

Officer of RLT Engineering, Geology and Land Surveying, PC

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

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.

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 Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert Kreuzer KREUZERR@LIRO.COM

Senior Vice President

Title

03/11/2026 09:20:48 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: Rocco L. 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 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 503
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:** 10018
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
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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	85 Allen Street, Suite 300				
City	Rochester	State/Province/Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				

Type Description	Business
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Address	One Gateway Center, 300 Washington Street, Suite 902		
City	Newton	State/Province/ Territory:	MA
Country	US	Zip/Postal Code:	02458
Phone			

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

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

President	10/30/2020	Treasurer	
Chairman of Board	10/20/1997	Shareholder	10/20/1997
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.

Prior to 10/30/20, Mr. Trotta was the principal owner of the following LiRo affiliated companies:

- LiRo Program and Construction Management, PE P.C.
- LiRo Architects + Planners, P.C.
- LiRo Architects & Engineers West, P.C.
- LiRo Architects & Engineers, P.C. (CT)
- LiRo Architects & Engineers, P.C. (PA)
- LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
Hill-LiRo, Corp. f/k/a LiRo Corp.
James LaSala & Associates, LLP

Additional companies owned by Mr. Trotta are attached.

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.
 - 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.

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

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LiRo Engineers, Inc.

Name of submitting business

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

Rocco L. Trotta, PE TROTTAR@LIRO.COM

Chairman, CEO, President

Title

03/11/2026 11:23:52 am

Date

Non-LiRo Entities Owned by Rocco L. Trotta, PE

<p>Expressway 55, Inc. EIN: [REDACTED] Type of Business: For profit 800 Motor Parkway Brentwood, NY 11717 Telephone: 631-234-0785, Fax: 516-214-8114</p>	<p>Manhattan 24 Realty Company, LLC. EIN: [REDACTED] Type of Business: For profit 3 Aerial Way Syosset, NY 11791 Telephone: 516-214-8149, Fax: 516-214-8114</p>
<p>The Pratt Realty Corp. EIN: [REDACTED] Type of Business: For profit 690 Delaware Avenue Buffalo, NY 14209 Telephone: 716-882-5476, Fax: 716-882-9640</p>	<p>112 Park Enterprises, LLC. EIN: [REDACTED] Type of Business: For profit 3351 Route 112 Medford, NY 11763 Telephone: 516-214-8149, Fax: 516-214-8114</p>
<p>Six Aerial Way Realty Corp. EIN: [REDACTED] Type of Business: For profit 6 Aerial Way Syosset, NY 11791 Telephone: 516-938-5476, Fax: 516-938-5491</p>	<p>Country Fair Kitchens, LLC EIN: [REDACTED] Type of Business: For profit 3351 Route 112 Medford, NY 11763 Telephone: 516-214-8149, Fax: 516-214-8114</p>
<p>1509 132nd Street Realty Corp. EIN: [REDACTED] Type of Business: For profit 15-09 132nd Street College Point, NY 11357 Telephone: 718-886-7998, Fax: 718-886-6047</p>	<p>Georgetown Land Development Company, LLC EIN: [REDACTED] Type of Business: For profit One North Main Street Georgetown, CT 06829</p>
<p>Rocco Steakhouse, Inc. EIN: [REDACTED] Type of Business: For profit 72 Madison Avenue New York, NY 10016 Telephone: 212-696-9660</p>	<p>Runaway Bay Properties, Inc. EIN: [REDACTED] Type of Business: For Profit 117 S. Fairview Avenue Bayport, NY 11705</p>
<p>LiRo Holdings, Inc. EIN: [REDACTED] Type of Business: Holding Company 3 Aerial Way Syosset, NY 11791</p>	<p>RJ Tax Lien Investment, LLC EIN: [REDACTED] Type of Business: For Profit 1 Fawcett Place, Suite 22 Greenwich, CT 06830</p>
<p>TJT Realty, LLC – Series 1 EIN: [REDACTED] Type of Business: For Profit 3 Aerial Way Syosset, NY 11791 Telephone: 516-938-5476</p>	<p>Structured Partners LLC EIN: [REDACTED] Nature of Business: For Profit 100 Washington Blvd., 5th Floor Stamford, CT 06902</p>
<p>JP Industrial Park LLC EIN: [REDACTED] Type of Business: For Profit 125 East Chestnut Hill Road Lichtfield, CT 06759</p>	<p>1 Aerial Way LLC EIN: Type of Business: For Profit One Aerial Way Syosset, NY 11791</p>

Former Holdings No Longer Owned by Rocco L. Trotta, PE

RocVallina Corp.

EIN: [REDACTED]

Nature of Business: For Profit

61 IU Willets Road

Old Westbury, NY 11568

COUNTY OF NASSAU

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

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

Address: 3 Aerial Way

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

Country: US

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

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

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

1 File(s) uploaded: CCVD Q4 Attachment March 2026.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.

LiRo Engineers, Inc. is 100% owned by RT Asset Holdings, LLC.

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 Question 6.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: 03/11/2026 10:08:06 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, [REDACTED], Chairman, CEO, President

Paul Levine, CPA, [REDACTED], Vice President, CFO

Michael Burton, [REDACTED], Executive Vice President & National Operations
Mgr

Michael Bailey, [REDACTED], Executive Vice President

Robert Kreuzer, [REDACTED], Senior Vice President

Alfred C. Bereche, [REDACTED], Executive Vice President, General Counsel, Secretary

Lawrence Blond, [REDACTED], Executive Vice President

Joseph Massa, [REDACTED], Executive Vice President, COO , Assistant Secretary

Panagiotis Koklanos, [REDACTED], Senior Vice President

B. Charles Manning, [REDACTED], Director

John Dionisio, [REDACTED], Director

Question 6

LiRo Affiliated Companies

LiRo Program and Construction Management, PE P.C.

LiRo Architects + Planners, P.C.

LiRo Architects & Engineers West, P.C.

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

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

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

LiRo GIS, Inc.

Monitor Builders, Inc.

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

DAI, Inc.

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 Engineers, Inc. 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: 962607095

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" 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 \$
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/A	[REDACTED]	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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. H61126-68CM1 - CM/Inspection Services (CMI) for Merrick Road Rehabilitation Phase 1

Nassau County, its officials, employees, volunteers, agents, and representatives are included as Additional Insureds as respects General Liability, Automobile Liability, and Umbrella/Excess Liability with regard to work performed by the Named Insured as required by written contract. Waiver of Subrogation applies to all Additional Insureds as required by written contract.

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

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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.



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with fields for: 1a. Legal Name & Address of Insured, 1b. Business Telephone Number of Insured, 1c. NYS Unemployment Insurance Employer Registration Number of Insured, 1d. Federal Employer Identification Number of Insured or Social Security Number, 2. Name and Address of Entity Requesting Proof of Coverage, 3a. Name of Insurance Carrier, 3b. Policy Number of Entity Listed in Box "1a", 3c. Policy effective period, 3d. The Proprietor, Partners or Executive Officers are included/excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Patrick Ledwith (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Patrick Ledwith (Signature) 12/30/2025 (Date)

Title: Account Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: (516) 414-8900

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

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

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: October 8, 2025

SUBJECT: Construction Management and Inspection Services
for Merrick Road Rehabilitation Phase 1
Agreement H61126-68CM1
Recommendation of Firms
Construction Management/Inspection Services (CMI) for Merrick Road Rehabilitation Phase 1

The Department of Public Works intends to procure a firm to perform Construction Management and Inspection Services for Nassau County Department of Public Work's Construction Management Unit: Highway/Bridge Construction Group to manage Merrick Road Rehabilitation Phase 1 project. These services shall include providing one resident engineer, one office engineer, three inspectors and one alternate inspector to manage this construction contract.

The RFP was posted on the County's Solicitation Board, New York State Contract Reporter and in New York Post. The County received nineteen (19) responses to the Request for Proposals (RFP), and all nineteen (19) proposals were eligible for review.

The technical proposals were evaluated by professional staff within the Department by John O'Dougherty, Project Manager IV, Daniel Pollera, Project Manager II and Liji Samuel, Project Manager I.

The selection committee held the evaluation meeting on October 01, 2025, at 09.00 AM at NCDPW Materials Testing Facility in Cedar Creek Park. The results of the Technical Evaluation including Cost Proposals are as follows:

Firm Name	Original Tech Proposal Score	Rank	Proposed Fees *
LiRo	88.33	1	\$2,748,809.80
LKMA	85.67	2	\$3,131,641.00
M&J	85.00	3	\$3,187,260.00
Entech Engineering	84.00	4	
SI Engineering	82.33	5	
LKB	79.67	6	
Gannet Fleming	79.00	7	
Haider Engineering	75.33	8	
Hardesty & Hanover	75.33	9	
Techno Consult	75.33	10	
GPI	74.00	11	
SEPC	70.67	12	
Munoz Engineering	70.33	13	
Excelsor Engineering	69.00	14	
Tri State	68.33	15	



Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive
October 8, 2025
Page 2

SUBJECT: Construction Management and Inspection Services
for Merrick Road Rehabilitation Phase 1
Agreement H61126-68CM1
Recommendation of Firms
Construction Management/Inspection Services (CMI) for Merrick Road Rehabilitation Phase 1

Firm Name	Original Tech Proposal Score	Rank	Proposed Fees *
JED Engineering	68.00	16	
Pyramids Engineering	63.67	17	
CM COM	61.67	18	
Quick Quality Reports	60.67	19	

* Proposed Fee is based on hourly rates for a Resident Engineer, Office Engineer, and two inspectors' times a multiplier plus \$100,000.00 for reimbursable for extra engineering services for the anticipated project duration.

LiRo, LKMA and M&J were the top three technical scored firms, and their scores are 88.33, 85.67 and 85.00 respectively. LiRo scored the highest technical score out of the three firms. The TRC decided to open cost proposals from the top Three (3) technical scored firms, and their cost proposal is \$2,748,809.80, \$3,131,641.00 and \$3,187,260.00 respectively. LiRo's proposed cost is lower than LKMA and M&J and LiRo's proposed team is deemed best qualified to perform the scope of this work based on their qualifications, certifications and previous experience.

It is the Department's recommendation that LiRo be retained for this contract. Funding for these professional services is available under Capital Project 61126.

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



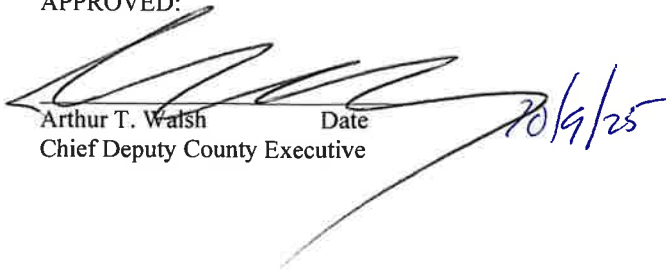
Michael Kwaschyn
Commissioner

MK:TMG:pl

c: Thomas M George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
John O'Dougherty, Project Manager IV
Saji Varughese, Project Manager IV
Daniel Polera, Project Manager II
Liji Samuel, Project Manager I

APPROVED:

DISAPPROVED:



Arthur T. Walsh
Chief Deputy County Executive

Date

Arthur T. Walsh
Chief Deputy County Executive

Date

REQUEST TO INITIATE

RFI Number 24-0045

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC
 RFQ RFP RFBC In-House or Requirements Work Order

Project Title: CM for Merrick Road Rehabilitation Phase I

Department: Public Works Project Manager: Saji Varughese Date: 2/15/2024

Service Requested: CMI for Merrick Road Rehabilitation Phase I

Justification: The utilization of a CM is necessary in order to properly oversee the construction of Merrick Road Rehabilitation Phase I.

Requested by: Civil/ Site Engineering Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction / CM/Equipment) \$2,500,000.00
Circle appropriate phase

Total Project Cost: _____ Date Start Work: Fall of 2024 Duration: 24-30 Months
Includes, design, construction and CM Phase being requested Phase being requested

Capital Funding Approval: YES NO [Signature] 3/8/24
SIGNATURE DATE

Funding Allocation (Capital Project): 61126
See Attached Sheet if multiyear

NIFS Entered: _____ AIM Entered: Deanne Funk 3/11/24
SIGNATURE DATE SIGNATURE DATE

Funding Code: 61126- [initials] Timesheet Code: 24-0045
use this on all encumbrances use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action or, Environmental Assessment Form Required
Supplemental Environmental Documentation _____

Department Head Approval; YES NO [Signature]
SIGNATURE

DCE/Ops Approval; YES NO [Signature]
SIGNATURE

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

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

DCE/Ops Approval: YES NO Signature _____

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Saji Varughese, Project Manager III

FROM: Office of the Commissioner

DATE: March 5, 2024

SUBJECT: CSEA Sub-Contracting Approval
C24-0045 Contract Number: H61126-68CM1
Construction Management and Inspection Services for Rehabilitation of Merrick Road Phase 1

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C24-0045**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.



for: Roseann D'Alleva
Deputy Commissioner

RD:jd

c: Kenneth G. Arnold, Commissioner
Thomas M. George, Deputy Commissioner
Sean McBride, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

C24-0045

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

FROM: Department of Public Works

DATE: February 20, 2024

SUBJECT: CSEA Notification of Procurement of Services
Contract/Proposal Number: H61126-68CM1
Contract Name: Construction Management and Inspection Services for Rehabilitation of Merrick Road Phase 1

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

1. DPW plans to recommend a contract for Construction Management and Inspection Services for DPW's Highway/Bridge Construction Group.
2. The work involves the following: Provide one (1) resident engineer, one (1) office engineer and two (2) inspectors on an "as-need" basis for rehabilitation of Merrick Road Phase 1. The rehabilitation project will be managed by the DPW's Construction Management Unit, Highway/Bridge Construction Group.
3. An estimate of the cost is: \$2,500,000.00
4. An estimate of the duration is: Twenty-four (24) months

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

Roseann D'Alleva

Roseann D'Alleva
Deputy Commissioner

RD:TMG:pl

c: Jose Lopez, Director, Office of Labor Relations
Ross Bratin, Deputy Director, Office of Labor Relations
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Management Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Saji Varughese, Project Manager III
Liji Samuel, Office Engineer
Elizabeth Cotton, Special Assistant, Office of Labor Relations



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



3/18/26

Signature

Date

LiRo Engineers, Inc.

Name of Organization

3 Aerial Way, Syosset, NY 11791


Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CONSULTANT/ CONTRACTOR DETAILED DBE/MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: LiRo Engineers, Inc.
Address (street/city/state/zip code): 3 Aerial Way, Syosset, NY 11791
Authorized Representative (name/title): Michael Bailey, PE, Executive Vice President
Authorized Signature: 
Contract Number: PW-H61126-68CM1
Contract/Project Name: Merrick Road Rehabilitation Phase 1
Contract/Project Description: Construction Management and Inspection Services for Merrick Road Rehabilitation Phase 1

Part 2- Projected DBE/MBE/WBE/SDVOB Contract Summary:

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$ 2,748,809.80		
Total DBE Dollar Amount		DBE Contract Percentage	
Total MBE Dollar Amount	\$ 420,120.00	MBE Contract Percentage	15.28%
Total WBE Dollar Amount	\$ 421,605.00	WBE Contract Percentage	15.34%
Total SDVOB Dollar Amount		SDVOB Contract Percentage	Good Faith Effort
Total Combined M/WBE/SDVOB Dollar Amount	\$ 847,725.00	Combined M/WBE/SDVOB Contract Percentage	30.62%

Part 5- DBE Information (use additional blank sheets as necessary):

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

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount (\$) and Award Date	MBE Contract Scheduled Start Date and Completion
<p>Name: Siddiqui Engineering and Land Surveying, PC Address: 35 Engel Street, Suite B City: Hicksville State/Zip Code: NY / 11801 Authorized Representative: Rashid Siddiqui Telephone No. 516-622-3333</p>	<p>Construction Inspection</p>	<p>Amount (\$): \$ 420,120.00 Award Date: TBD</p>	<p>Start Date: March 2026 Completion Date: March 2028</p>
<p>Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.</p>		<p>Amount (\$): Award Date: </p>	<p>Start Date: Completion Date: </p>
<p>Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.</p>		<p>Amount (\$): Award Date: </p>	<p>Start Date: Completion Date: </p>

Part 5- WBE Information (use additional blank sheets as necessary).

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount (\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: IVY Engineering Group, PLLC Address: 175 Varick Street City: New York State/Zip Code: NY / 10014 Authorized Representative: Samira Ayati, PE Telephone No. 516-857-7770	Construction Inspection	Amount (\$): \$ 421,605.00 <hr/> Award Date: TBD <hr/>	Start Date: March 2026 <hr/> Completion Date: March2028 <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>

Part 6- SDVOB Information (use additional blank sheets as necessary):

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