

Contract No.: S3B119-03M



CLPW16 000004

Department: Public Works

CF (Capital)

E-36-16 CF R39

Contract Details

NIFS ID #: CLPW10000061

NIFS Entry Date: 1/23/16

Service: Construction Management

Term: from Execution to 4/3/2016

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/> #2
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Dvirka & Bartilucci/Liro, a Joint Venture	Vendor ID# 90-0508408
Address 330 Crossways Park Dr Woodbury, NY 11797	Contact Person Steven Fangmann
	Phone (516) 364- 9892

County Department	
Department Contact Damon Urso	
Address 3340 Merrick Road Building R, 3rd Floor	
Phone 516-571-7508	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<u>1/22/16</u>	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval	<u>1/22/16</u>	<i>[Signature]</i>	
	OMB	NIFS Approval	<u>1/25/16</u>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
	County Attorney	CA RE & Insurance Verification	<u>01/25/16</u>	<i>[Signature]</i>	
	County Attorney	CA Approval as to form	<u>01/25/16</u>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<u>1/25/16</u>	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval			
	County Executive	Notarization Filed with Clerk of the Leg.	<u>1/25/16</u>	<i>[Signature]</i>	

Contract No.: S3B119-03MDepartment: Public Works

Contract Summary: AMENDMENT NO. 2 CFPW10000061

Description: Construction Management Services Agreement for the Bay Park Improvements to Various Buildings and Equipment.
Purpose: Agreement to provide Construction Management Services to the Department's Environmental Construction Group. These services will be needed to supplement our current staff of engineers and construction inspectors in the construction management efforts required for construction of the Bay Park STP Improvements to the Various Buildings and Equipment.
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No 1-1993.
Procurement History: A Request for Proposal (RFP) was advertised in Newsday and the County website in August 2010 with technical proposals received on August 30, 2010. Eleven (11) firms responded to this RFP. Eight (8) of the firms were considered local firms (firms having a main or significant branch office in Nassau or Suffolk County). Proposals were evaluated by NCDPW personnel on September 23, 2010.
Description of General Provisions: The Amendment No. 2 requests continued complete construction services including furnishing resident engineer, inspectors, schedulers, cost estimators, and evaluation of contractor claims.
Impact on Funding / Price Analysis: THERE WAS A DELAY TO THIS JOB DUE TO SUPERSTORM SANDY AND WE ARE REQUESTING AN EXTENSION OF TIME ONLY FOR EIGHTEEN (18) MONTHS. NO ADDITIONAL FUNDING REQUESTED.
Change in Contract from Prior Procurement: EXTENSION OF TIME ONLY
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information: CFPW10000061

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW	Revenue Contract	<input type="checkbox"/>	\$ XXXXXX	1	PWCSW/000/00003	\$ 0.01
Control:	3B	County		\$	2		\$
Resp:	119	Federal		\$	3		\$
Object:	03	State		\$	4		\$
Transaction:		Capital 3B117		\$ 0.01	5		\$
		Other		\$	6		\$
		TOTAL		\$ 0.01	TOTAL		\$ 0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Damon Urso		Date: Jan. 4, 2016
NIFS Certification I certify that this document was accepted into NIFS.		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.
Name	Name	Name: <i>[Signature]</i> Date: <i>1/25/16</i>
Date	Date	(For Office Use Only) E #:

E-3616

RULES RESOLUTION NO. ~~39~~ 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND DVIRKA
AND BARTILUCCI/LIRO, JOINT VENTURE

Passed by the Rules Committee
Nassau County Legislature
By Order of the Committee 2-1-16
ADOPTED:
Ayes 4 Noes 0 Abstained 3 Recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Dvirka and Bartilucci/LIRO, Joint Venture for construction management services associated with improvements to various buildings and equipment at the Bay Park Sewage Treatment Plant, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Dvirka and Bartilucci/LIRO, Joint Venture.

AMENDMENT NO. 2

AMENDMENT, dated as of _____, 2015 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Dvirka and Bartilucci/Liro, Joint Venture, a consultant engineering firm having its principal office at 330 Crossway Park Drive, Woodbury, New York 11797 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number S3B119-03M between the County and the Firm, executed on behalf of the County on January 4, 2011, and as extended by extension letter, executed on behalf of the County on April 10, 2013 (the "Original Agreement"), and as amended by an amendment executed on behalf of the County on August 20, 2014 (the "Amendment No. 1"), the Firm performed certain services for the County in connection with construction management services associated with the Improvements to Various Buildings and Equipment at the Bay Park Sewage Treatment Plant, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from January 4, 2011, through January 3, 2014 (the "Original Term"); and

WHEREAS, the term of the Original Agreement was extended by Amendment ("Amendment No. 1") for nine (9) months, so that the termination date of the Original Agreement is now October 3, 2014 (the "Amended Term No. 1"); and

WHEREAS, the County and the Firm desire to extend the Amended Term in order to complete the Services.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment ("Amendment No. 2"), the parties agree as follows:

1. Term Extension. The Original Term, and as amended by Amended Term No. 1, shall be extended for eighteen (18) months so that the termination date as amended by this Amendment ("Amendment No. 2") shall be April 3, 2016. The Department, in its sole discretion, shall have the right to extend this Amended Term for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date.

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

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

DVIRKA AND BARTILUCCI CONSULTING
ENGINEERS

By: 

Name: Steven A. Fangmann, P.E.

Title: Executive Vice President

Date: 11/20/15

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

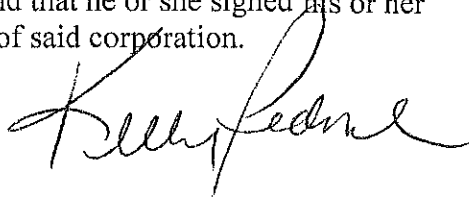
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of November in the year 2015 before me personally came Steven A. Fangmann to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Executive Vice President of Dvirka and Bartilucci Consulting Engineers, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2015 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

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

LiRo ENGINEERS, INC

By: 

Name: LAWRENCE A. BLUM

Title: SE. VICE PRESIDENT

Date: 12/2/15

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 2nd day of December in the year 2015 before me personally came Lawrence H. Blond to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Sr. Vice President of LIRI Engineers, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5057913
Qualified In Suffolk County
Commission Expires May 6, 20 18

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2015 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works


DATE: January 11, 2016

SUBJECT: Bay Park Modifications to the Various Process Equipment & Building Modifications
Extension of Time for Construction Management Services for
Dvirka & Bartilucci/LiRo, a Joint Venture
Agreement No. S3B119-03M

Dvirka & Bartilucci/LiRo, Joint Venture (D&B/LiRo), was procured to provide construction management services for the subject Bay Park project. It is the intent of this Department to amend the existing agreement to extend those services for eighteen (18) months from October 3, 2014 to April 3, 2016. No additional funds are requested, just an extension of time.

The Original Term of the Agreement was extended through an extension letter for one (1) year to January 3, 2014. Subsequently, this was again extended by nine (9) months to October 3, 2014 by Amendment No. 1. Super Storm Sandy related damage to this facility caused delays and additional Change Orders to this project. There is construction ending paperwork as well as Change Orders that need to be completed by the construction manager and D&B/LiRo cannot be reimbursed without an amendment to their agreement.

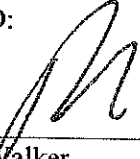
If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.


Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:JLD:rp

c: Shila Shah-Gavnoudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
✓ Damon W. Urso, Sanitary Engineer III
Loretta V. Dionisio, Hydrogeologist II

APPROVED:



Richard R. Walker
Chief Deputy County Executive

Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date



R. Webber

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

TO: Office of the County Executive
Att: Rob Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: September 30, 2010

SUBJECT: Bay Park Sewage Treatment Plant Improvements and Replacements to Various
Process Equipment and Building Modifications
Recommendation of Award for Construction Management Services
Project No. S3B119-03M

The Department of Public Works intends to procure construction management services for the Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process Equipment and Building Modifications.

The Department issued a Request for Proposals August 4, 2010 and responses were received from eleven (11) firms on August 30, 2010. Each of the firms submitted both a technical proposal, and a separately sealed cost proposal, as requested.

The technical proposals were evaluated by professional staff within the Department (Joseph L. Davenport, P.E., Richard A. Webber, P.E., James M. Gallagher, Assistant Superintendent of Sanitary Construction, and Joseph Amerigo, Civil Engineer II). The rating of technical proposals was completed on September 23, 2010. The technical rating results are tabulated below:

FIRM NAME	TECHNICAL SCORE	RANK
Dvirka and Bartilucci /LiRo Group(D&B/LiRo)	92.5	1st
Lockwood Kessler and Bartlett (LKB)	90.3	2nd
Hazen & Sawyer (H&S)	84.3	3rd

Following the completion of the technical ranking, the Department then opened the cost proposals. The cost proposals were reviewed and compared in detail. The proposed fees of the top ranked firms are indicated below (the complete rating summary and fee tabulation is attached):

FIRM NAME	TOTAL FEE
D&B/LiRo	\$535,460
LKB	\$1,045,291
Hazen & Sawyer	\$466,928

D&B/LiRo's fee proposal, at \$535,460 was approximately \$500,000 less than the second ranked firm. D&B/LiRo provided a technical proposal which was in line with the effort we expect for a project this size.



Office of the County Executive
Att: Rob Walker, Chief Deputy County Executive
September 30, 2010
Page Two

SUBJECT: Bay Park Sewage Treatment Plant Improvements and Replacements to Various
Process Equipment and Building Modifications
Recommendation of Award for Construction Management Services
Project No. S3B119-03M

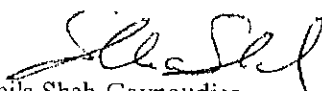
In our professional judgment, the D&B/LiRo team, having received the highest technical rating and proposing a reasonable cost, presents the best value to the County. Furthermore, it is the Department's recommendation that Dvirka and Bartilucci/LiRo Group, a Joint Venture, be retained to provide construction management services for the Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process Equipment and Building Modifications. There is a time sensitive issue with performing certain work during the early stages of construction. Should the award of this Construction Management Services Agreement not be in place by the time a construction begins, we will need to authorize Dvirka and Bartilucci to begin under the terms of their On-Call Agreement.

Funding for the professional services is available under project 3B119.

In accordance with procedural guidelines, CSEA has been notified of this proposed Agreement.

As these professional services exceed \$100,000 and twelve months in duration, this Department upon your approval, shall begin the processing of a project specific agreement with Dvirka and Bartilucci/LiRo Group, a Joint Venture.

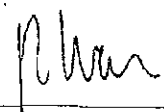
If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.


Shila Shah-Gavnoudias
Commissioner

SSG:RM:dmp

c: Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV
James M. Gallagher, Assistant Superintendent of Sanitary Construction
Joseph Amerigo, Civil Engineer II

APPROVED:


Rob Walker
Chief Deputy County Executive
10/4/10
Date

DISAPPROVED:

Rob Walker
Chief Deputy County Executive

Date

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

Mr. Webber

TO: Civil Services Employees Association, Nassau Local 830 (fax 742-3801)

FROM: Department of Public Works (fax 571-9657)

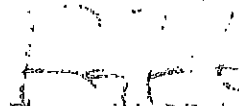
DATE: June 16, 2010

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract Number S3B119-03M
Project Number 3B119-03

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 Contract/Agreement is for the work which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend a Contract/Agreement for the following services:
To provide the necessary Construction Management Services for the Bay Park Sewage Treatment Plant (BPSTP) Improvements and Replacements to Various Process Equipment and Building Modifications Project.
2. The work involves the following:
Provide Resident Engineering, Inspection, and CPM Scheduling for the Improvements and Replacements to Various Process Equipment and Building Modifications Project at the BPSTP. The estimated cost for this construction project is \$5,500,000.00.
3. An estimate of the cost is: \$880,000.00
4. An estimate of the duration is: Twelve (12) months

Should you wish to propose an alternative to the proposed Contract/Agreement, please respond within ten (10) days to the Department of Public Works, Att: Raymond A. Ribeiro, Deputy Commissioner, Telephone 571-9611, Fax 571-9657.


Raymond A. Ribeiro
Deputy Commissioner

RAR:RM:lms

c: Jason Limson, Deputy Director, Office of Labor Relations
Rakhal Maitra, Assistant to the Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV
James M. Gallagher, Assistant Superintendent of Sanitary Construction
Jonathan Lesman, Management Analyst I



We are transmitting one (1) sheet. If there were problems with this transmission, please call 571-9604.

**REQUEST TO INITIATE
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

Department: Public Works

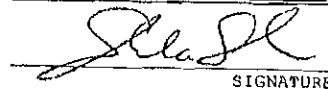
Date: June 2010

Service Requested: An Agreement with a qualified Firm to provide, on an as needed basis, Construction Management Services for the Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process Equipment and Building Modifications Project.

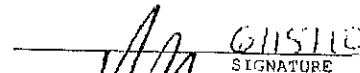
Justification: This agreement will provide additional staffing to supplement our current Construction Management Staff to ensure that the required Management and Inspection services are available during the construction phase of this project.

Estimated Construction Cost: \$880,000.00 for Twelve (12) Month Agreement Date RFP Due: July 2010

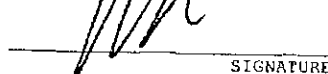
Department Head Approval: ☒ YES ☐ NO


SIGNATURE

DCE/Vertical Approval: ☐ YES ☐ NO


SIGNATURE

DCE/Ops Approval: ☐ YES ☐ NO


SIGNATURE

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

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

DCE/Ops Approval: YES NO Signature _____

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Dvirka and Bartilucci/LiRo, a Joint Venture

CONTRACTOR ADDRESS: 330 Crossways Park Drive, Woodbury NY 11797

FEDERAL TAX ID #: 90-0508408

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

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

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

The Contract was entered into after a written request for proposals was issued on August 4, 2010. Potential proposers were made aware of the availability of the RFP by County Web Site and Newsday advertisement. Thirty-four potential proposers requested copies of the RFP. Proposals were due on August 30, 2010. Eleven (11) proposals were received and evaluated. The evaluation committee consisted of: Joseph Davenport, P.E., Richard Webber, P.E. James Gallagher, Assistant Superintendent of Sanitary Construction, and Joseph Amerigo, Civil Engineer II. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on October 28, 2009. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after evaluations of eight (8) proposals were received in response to our Request for Proposals. This amendment is to extend the period of the contract and does not change the dollar amount of the Agreement.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

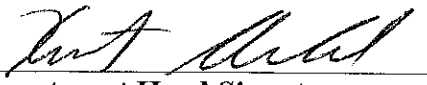
VII. ☒ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

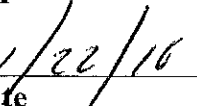
VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at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

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

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

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



Department Head Signature


Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers. /Prof. Services Contracts: Rev. 09/15

COUNTY OF NASSAU

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

1. Name of the Entity: D&B Engineers and Architects, P.C.

Address: 330 Crossways Park Drive

City, State and Zip Code: Woodbury, NY 11797

2. Entity's Vendor Identification Number: 11-2393559

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

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

Henry J. Chlupsa, President, [REDACTED]

Steven A. Fangmann, Executive Vice President, [REDACTED]

Robert L. Raab, Vice President, [REDACTED]

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

Henry J. Chlupsa, President, [REDACTED]

Steven A. Fangmann, Executive Vice President, [REDACTED]

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

D&B Environmental Associates, LLC

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

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

None

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

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

Dated: 11/20/15

Signed: 

Print Name: Steven A. Fangmann

Title: Executive Vice President

Page 4 of 4:

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

COUNTY OF NASSAU

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

1. Name of the Entity: D&B Environmental Associates, LLC
Address: 330 Crossways Park Drive
City, State and Zip Code: Woodbury, NY 11797
2. Entity's Vendor Identification Number: 20-2783675
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Henry J. Chlupsa, President, [REDACTED]
Steven A. Fangmann, Executive Vice President, [REDACTED]
Robert L. Raab, Vice President, [REDACTED]
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.
Henry J. Chlupsa, President, [REDACTED]
Steven A. Fangmann, Executive Vice President, [REDACTED]

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

D&B Engineers and Architects, P.C.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

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

None

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

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

Dated: 11/20/15

Signed: 

Print Name: Steven A. Fangmann

Title: Executive Vice President

Page 4 of 4:

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

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Constructors, Inc.
Address: 3 Aerial Way (Corporate Headquarters)
City, State and Zip Code: Syosset, NY 11791
2. Entity's Vendor Identification Number: 27-3666134
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

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

Rocco L. Trotta, PE, [REDACTED]
Luis M. Tormenta, PE, [REDACTED]
Michal Burton, PE, [REDACTED]

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

Rocco L. Trotta, PE, [REDACTED]

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

****LiRo Program and Construction Management, PE P.C. - Common Ownership and Control**

****LiRo Engineers, Inc. - Common Ownership and Control**

LiRo Architects + Planners, P.C. - Common Ownership and Control

LiRo Architects & Engineers West, P.C. - Common Ownership and Control

LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control

LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control

LiRo Program and Construction Management, Inc. - Common Ownership and Control

LiRo Constructors, Inc. - Common Ownership and Control

****Affiliated Company that may take part in the performance of the contract.**

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

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

N/A

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

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

Dated: 12-3-15

Signed: 

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

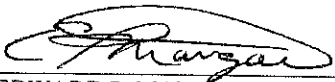
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

May 15, 2015



EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. 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.

None

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

N/A

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

N/A

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

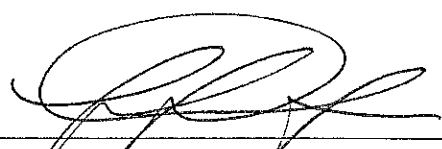
N/A

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

N/A

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

Dated: 12-3-15

Signed: _____

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Architects and Engineers, P.C. (CT)
Address: 3 Aerial Way (Corporate Headquarters)
City, State and Zip Code: Syosset, NY 11791
2. Entity's Vendor Identification Number: 41-2249341
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

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

Rocco L. Trotta, PE, [REDACTED]
Luis M. Tormenta, PE, [REDACTED]
Michal Burton, PE, [REDACTED]
Gilbert E. Balog, AIA, [REDACTED]

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

Rocco L. Trotta, PE, [REDACTED]
Gilbert E. Balog, AIA, [REDACTED]

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

**LiRo Program and Construction Management, PE P.C. - Common Ownership and Control

**LiRo Engineers, Inc. - Common Ownership and Control

LiRo Architects + Planners, P.C. - Common Ownership and Control

LiRo Architects & Engineers West, P.C. - Common Ownership and Control

LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control

LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control

LiRo Program and Construction Management, Inc. - Common Ownership and Control

LiRo Constructors, Inc. - Common Ownership and Control

**Affiliated Company that may take part in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

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

N/A

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

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

Dated: 12-3-15

Signed: 

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

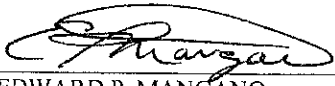
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

May 15, 2015


EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. 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.

None

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

N/A

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

N/A

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


N/A

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

N/A

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

Dated: 12-3-15

Signed: _____

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Architects and Engineers, P.C. (PA)
Address: 3 Aerial Way (Corporate Headquarters)
City, State and Zip Code: Syosset, NY 11791
2. Entity's Vendor Identification Number: 26-4196338
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

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

Rocco L. Trotta, PE, [REDACTED]
Luis M. Tormenta, PE, [REDACTED]
Michal Burton, PE, [REDACTED]
Gilbert E. Balog, AIA, [REDACTED]

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

Rocco L. Trotta, PE, [REDACTED]
Gilbert E. Balog, AIA, [REDACTED]

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

**LiRo Program and Construction Management, PE P.C. - Common Ownership and Control

**LiRo Engineers, Inc. - Common Ownership and Control

LiRo Architects + Planners, P.C. - Common Ownership and Control

LiRo Architects & Engineers West, P.C. - Common Ownership and Control

LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control

LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control

LiRo Program and Construction Management, Inc. - Common Ownership and Control

LiRo Constructors, Inc. - Common Ownership and Control

**Affiliated Company that may take part in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

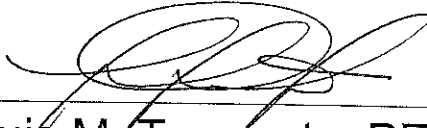
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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

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

Dated: 12-3-15

Signed: 
Print Name: Luis M. Tormenta, PE
Title: Chief Executive Officer

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

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

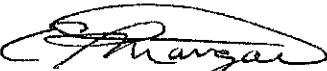
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

May 15, 2015


EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. 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.

None

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

N/A

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

N/A

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

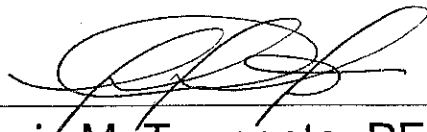
N/A

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

N/A

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

Dated: 12-3-15

Signed: 
Print Name: Luis M. Tormenta, PE
Title: Chief Executive Officer

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

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Architects + Planners, P.C.
Address: 3 Aerial Way (Corporate Headquarters)
City, State and Zip Code: Syosset, NY 11791
2. Entity's Vendor Identification Number: 13-3119887
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

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

Rocco L. Trotta, PE, [REDACTED]
Luis M. Tormenta, PE, [REDACTED]
Michal Burton, PE, [REDACTED]
Gilbert E. Balog, AIA, [REDACTED]
Michael Rennard, PE, [REDACTED]

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

Rocco L. Trotta, PE, [REDACTED]
Gilbert E. Balog, AIA, [REDACTED]

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

**LiRo Program and Construction Management, PE P.C. - Common Ownership and Control

**LiRo Engineers, Inc. - Common Ownership and Control

LiRo Architects + Planners, P.C. - Common Ownership and Control

LiRo Architects & Engineers West, P.C. - Common Ownership and Control

LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control

LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control

LiRo Program and Construction Management, Inc. - Common Ownership and Control

LiRo Constructors, Inc. - Common Ownership and Control

**Affiliated Company that may take part in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A


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

N/A

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

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

Dated: 12-3-15

Signed: 

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

Page 4 of 4:

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

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

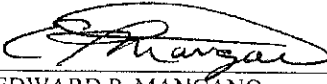
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

May 15, 2015



EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. 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.

None

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

N/A

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

N/A

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


N/A

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

N/A

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

Dated: 12-3-15

Signed:  _____

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Architects & Engineers West, P.C.
Address: 3 Aerial Way (Corporate Headquarters)
City, State and Zip Code: Syosset, NY 11791
2. Entity's Vendor Identification Number: 11-3579249
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

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

Rocco L. Trotta, PE, [REDACTED]
Luis M. Tormenta, PE, [REDACTED]
Michal Burton, PE, [REDACTED]
Gilbert E. Balog, AIA, [REDACTED]
Michael Rennard, PE, [REDACTED]

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

Rocco L. Trotta, PE, [REDACTED]
Gilbert E. Balog, AIA, [REDACTED]

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

**LiRo Program and Construction Management, PE P.C. - Common Ownership and Control

**LiRo Engineers, Inc. - Common Ownership and Control

LiRo Architects + Planners, P.C. - Common Ownership and Control

LiRo Architects & Engineers West, P.C. - Common Ownership and Control

LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control

LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control

LiRo Program and Construction Management, Inc. - Common Ownership and Control

LiRo Constructors, Inc. - Common Ownership and Control

**Affiliated Company that may take part in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

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

N/A

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

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

Dated: 12-3-15

Signed: 

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

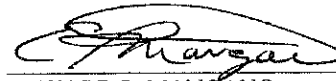
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

May 15, 2015



EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. 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.

None

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

N/A

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

N/A

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

N/A

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

N/A

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

Dated: 12-3-15

Signed: 

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Engineers, Inc.
Address: 3 Aerial Way (Corporate Headquarters)
City, State and Zip Code: Syosset, NY 11791
2. Entity's Vendor Identification Number: 13-1974950
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

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

Rocco L. Trotta, PE, [REDACTED]
Luis M. Tormenta, PE, [REDACTED]
Lawrence S. Roberts, [REDACTED]
Michael Burton, PE, [REDACTED]
Michael Bailey, PE, [REDACTED]
Richard Schmalz, PE, [REDACTED]
Peter Gerbasi, PE, [REDACTED]
Robert Kreuzer, [REDACTED]
Alfred C. Bereche, [REDACTED]
Lawrence Blond, PE, [REDACTED]
Michael Rennard, PE, [REDACTED]

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

Rocco L. Trotta, PE, [REDACTED]

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

**LiRo Program and Construction Management, PE P.C. - Common Ownership and Control

**LiRo Engineers, Inc. - Common Ownership and Control

LiRo Architects + Planners, P.C. - Common Ownership and Control

LiRo Architects & Engineers West, P.C. - Common Ownership and Control

LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control

LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control

LiRo Program and Construction Management, Inc. - Common Ownership and Control

LiRo Constructors, Inc. - Common Ownership and Control

**Affiliated Company that may take part in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A


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

N/A

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

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

Dated: 12-3-15

Signed: 

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

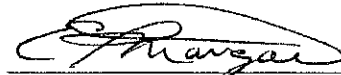
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

May 15, 2015



EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. 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.

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

N/A

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

LiRo Engineers, Inc.
3 Aerial Way, Syosset, NY 11560
516-938-5476

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


While not employed specifically for such purpose, employees of LiRo regularly interact with Nassau County officials and/or employees in a manner that may be viewed as "lobbying" under the attached definition. These interactions include discussions concerning technical issues associated with existing contracts, presentations in response to requests for proposals for new contracts and general discussions regarding the firms capabilities and expertise.

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

Nassau County officials and employees.

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

Dated: 12-3-15

Signed: 
Print Name: Luis M. Tormenta, PE
Title: Chief Executive Officer

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

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Program and Construction Management, Inc.
Address: 3 Aerial Way (Corporate Headquarters)
City, State and Zip Code: Syosset, NY 11791
2. Entity's Vendor Identification Number: 27-0705040
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

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

Rocco L. Trotta, PE, [REDACTED]

Luis M. Tormenta, PE, [REDACTED]

Michal Burton, PE, [REDACTED]

Lawrence H. Blond, PE, [REDACTED]

Lawrence S. Roberts, [REDACTED]

Alfred C. Bereche, [REDACTED]

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

Rocco L. Trotta, PE, [REDACTED]

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

**LiRo Program and Construction Management, PE P.C. - Common Ownership and Control

**LiRo Engineers, Inc. - Common Ownership and Control

LiRo Architects + Planners, P.C. - Common Ownership and Control

LiRo Architects & Engineers West, P.C. - Common Ownership and Control

LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control

LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control

LiRo Program and Construction Management, Inc. - Common Ownership and Control

LiRo Constructors, Inc. - Common Ownership and Control

**Affiliated Company that may take part in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A


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

N/A

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

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

Dated: 12-3-15

Signed: 

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 11/20/2015

1) Bidder's/Proposer's Legal Name: D&B Engineers and Architects, P.C.

2) Address of Place of Business: 330 Crossways Park Drive, Woodbury, NY 11797

List all other business addresses used within last five years:

See Attached

3) Mailing Address (if different): _____

Phone : 516-364-9890

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 06-592-9325

5) Federal I.D. Number: 11-2393559

6) The bidder/proposer is a (check one): Sole Proprietorship Partnership
Corporation ☒ Other (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☒ No If Yes, please provide details: D&B/Guarino Engineers, LLC, 8 Neshaminy Interplex, Suite 291, Trevose, PA 19053

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, provide details: See Attached

10) Has the bidder/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 bidder/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. _____

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. _____

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? No ☒ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ☒ Yes ___ If Yes, provide details for each such charge. _____

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? No ☒ Yes ___ If Yes, provide details for each such conviction _____

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ___ If Yes, provide details for each such

occurrence. _____

- 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? No ☒ Yes ____; If Yes, provide details for each such instance. _____

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

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

17) Conflict of Interest:

a) Please disclose:

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

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.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

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

Company Suffolk County DPW

Contact Person Gilbert Anderson, Commissioner

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone 631-852-4011

Fax # 631-852-4165

E-Mail Address gilbert.anderson@suffolkcountyny.gov

Westchester County Dept. of Environmental Facilities
Company _____
Contact Person Thomas Lauro _____
Address 270 North Avenue _____
New Rochelle, NY 10801 _____
City/State _____
Telephone 914-813-5450 _____
Fax # 914-813-5460 _____
E-Mail Address tj11@westchestergov.com _____

Great Neck Water Pollution Control District
Company _____
Contact Person Christopher D. Murphy _____
Address 236 East Shore Road _____
City/State Great Neck, NY 11023 _____
Telephone 516-482-0238 _____
Fax # 516-482-8713 _____
E-Mail Address cmurphy@gnwpcd.net _____

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 20 day of NOV.

2015

Kelly Pedone
Notary Public

KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2018

Name of submitting business: D&B Engineers and Architects, P.C.

By: Steven A. Fangmann

Print name

Signature

Executive Vice President

Title

11 / 20 / 2015
Date

- 2) List all other business addresses used within last five years:

D&B Engineers and Architects, P.C.
3000 Hadley Road
So. Plainfield, NJ 07080
908-668-4747
908-668-4658 (Fax)

D&B Engineers and Architects, P.C.
4 West Red Oak Lane
White Plains, NY 10604
914-467-5300
914-467-6103 (Fax)

D&B Engineers and Architects, P.C.
PO Box 56
5879 Fisher Road
East Syracuse, NY 13057
315-437-1142
315-437-1282 x)

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

D&B Engineers and Architects, P.C. is not a subsidiary of, or controlled by another business. Following is a list of D&B Engineers and Architects, P.C.'s affiliate companies:

D&B/Guarino Engineers, LLC (Subsidiary)
8 Neshaminy Interplex
Trevoise, PA 19053

D&B Environmental Associates (Affiliate)
330 Crossways Park Drive
Woodbury, NY 11797

D&B Engineers, LLC (Affiliate)
330 Crossways Park Drive
Woodbury, NY 11797

Business History Form

i Date of formation:	1965
ii Name, address and position of all persons having a financial interest in the company, (including any shareholders having 10% or more of the firm's outstanding shares), members, general or limited partner:	<p>Henry J. Chlupsa, P.E. President and Director [REDACTED]</p> <p>Steven A. Fangmann, P.E. Executive Vice President and Director [REDACTED]</p>
iii Name, address and position of all officers and directors of the company.	<p>Henry J. Chlupsa, P.E. President and Director [REDACTED]</p> <p>Steven A. Fangmann, P.E. Executive Vice President and Director [REDACTED]</p> <p>Robert L. Raab, P.E. Vice President and Director [REDACTED]</p>
iv State of Incorporation:	New York
v The number of employees in the firm:	200
vi Annual revenue of firm:	\$38 Million (2014 Gross Revenue)
vii Summary of relevant accomplishments:	See proposal.
viii Copies of all relevant state and local licenses and permits.	See attached.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Steven A. Fangmann
Date of birth [REDACTED] / [REDACTED] / [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 330 Crossways Park Drive
City/state/zip Woodbury, NY 11797
Telephone 516-364-9890
Other present address(es) n/a
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder 01/01/97
Chief Exec. Officer ____/____/____ Secretary 01/01/08
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____ Exec. VP 01/01/08
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
NO ____ YES ☒ If Yes, provide details. S. Fangmann holds 20% ownership interest in the submitting vendor.
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? NO ☒ YES ____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ____ YES ☒ : If Yes, provide details.
S. Fangmann is an Officer and principal owner (20%) of D&B Environmental Associates and D&B Engineers, LLC, both located at 330 Crossways Park Drive, Woodbury, NY, and Past President of the New York Water Environment Association (not-for-profit organization)
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? NO ☒ YES ____ If Yes, provide details.

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

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

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

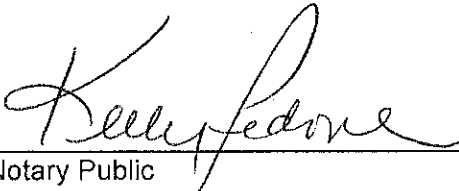
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation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

CERTIFICATION

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

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

Sworn to before me this 20 day of NOV. 2015



Notary Public

KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2018

D&B Engineers and Architects, P.C.

Name of submitting business

Steven A. Fangmann

Print name



Signature

Executive Vice President

Title

11 / 20 / 15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Henry J. Chlupsa
Date of birth / /
Home address
City/state/zip
Business address 330 Crossways Park Drive
City/state/zip Woodbury, NY 11797
Telephone 516-364-9890
Other present address(es) n/a
City/state/zip
Telephone
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President 01 / 01 / 08 Treasurer 01 / 01 / 08
Chairman of Board 01 / 01 / 08 Shareholder 07 / 01 / 86
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / / /
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
NO YES ✓ If Yes, provide details. H. Chlupsa holds 80% ownership interest in the submitting vendor.
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? NO ✓ YES If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO YES ✓; If Yes, provide details. H. Chlupsa is an Officer and principal owner (80%) of D&B Environmental Associates and D&B Engineers, LLC, both located at 330 Crossways Park Drive, Woodbury, NY
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? NO ✓ YES If Yes, provide details.

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

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

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

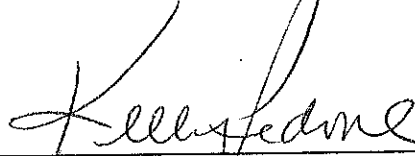
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation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

CERTIFICATION

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

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

Sworn to before me this 19 day of NOV. 2015



Notary Public

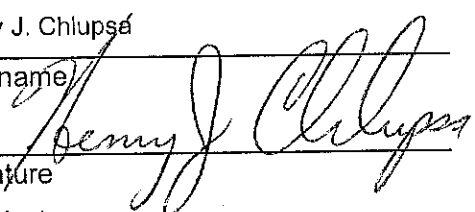
KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County 18
Commission Expires July 5, 2018

D&B Engineers and Architects, P.C.

Name of submitting business

Henry J. Chlupsa

Print name



Signature

President

Title

11 / 19 / 15

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Robert L. Raab
Date of birth [REDACTED] / [REDACTED] / [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 330 Crossways Park Drive
City/state/zip Woodbury, NY 11797
Telephone 516-364-9890
Other present address(es) n/a
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 07/01/2010 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
NO ☒ YES ____ 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? NO ☒ YES ____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES ____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES ____ If Yes, provide details.

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

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

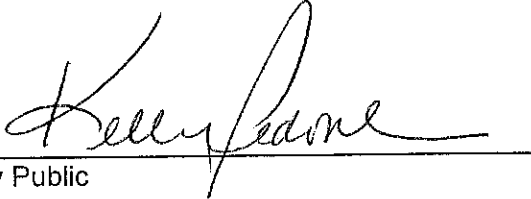
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation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

CERTIFICATION

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

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

Sworn to before me this 19 day of NOV. 2015



Notary Public

D&B Engineers and Architects, P.C.

Name of submitting business

Robert L. Raab

Print name



Signature

Vice President

Title

11 / 19 / 15

Date

KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County 18
Commission Expires July 5, 2018

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: November 20, 2015

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

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

List all other business addresses used within last five years:
N/A

3) Mailing Address (if different): N/A

Phone : 516-938-5476

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 00-716-7914

5) Federal I.D. Number: 13-1974950

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☒ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No If Yes, provide details. See attached.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/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. _____

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. See attached. _____

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

a) Any felony charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. _____

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? No ☒ Yes ☐ If Yes, provide details for each such conviction _____

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ☐ If Yes, provide details for each such _____

occurrence. _____

- 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? No X Yes ____; If Yes, provide details for each such instance. _____

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

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

17) Conflict of Interest:

a) Please disclose:

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

- 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 Engineers, Inc. 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.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

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

Company Town of Oyster Bay Department of Public Works

Contact Person Richard T. Betz

Address 150 Miller Place

City/State Syosset, NY 11791

Telephone 516-677-5127

Fax # N/A

E-Mail Address rbetz@oysterbay-ny.gov

Company Town of Hempstead
Contact Person William Rockensies
Address 350 Front Street
City/State Hempstead, NY 11550
Telephone 516-489-5000
Fax # 516-489-0024
E-Mail Address wrockensies@tohmail.org

Company Town of North Hempstead Department of Public Works
Contact Person Paul DiMaria
Address 285 Denton Avenue
City/State New Hyde Park, NY 11040
Telephone 516-739-6710
Fax # N/A
E-Mail Address dimariap@northhempsteadny.gov

CERTIFICATION

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

Sworn to before me this 3rd day of December 2015

Joann Henzey
Notary Public

JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5057913
Qualified in Suffolk County
Commission Expires May 6, 2018

Name of submitting business: LiRo Engineers, Inc.

By: Lawrence H. Blond, PE

Print name

Signature

Senior Vice President

Title

12 / 3 / 2015
Date

BUSINESS HISTORY FORM ATTACHMENTS

9.) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by any other business? Yes, affiliates are listed below:

LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
LiRo Architects + Planners, P.C. - Common Ownership and Control
LiRo Architects & Engineers West, P.C. (NJ) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. (CA) - Common Ownership and Control
LiRo Constructors, Inc. - Common Ownership and Control

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

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

ATTACHMENTS TO BUSINESS HISTORY FORM

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

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

The LiRo Group is comprised of affiliate firms, which collectively offer our clients a comprehensive, multi-disciplined array of professional services covering a project from initial conceptual design through construction completion. The affiliate firms include: LiRo Program and Construction Management, PE, P.C., LiRo Engineers, Inc., and LiRo Architects + Planners, P.C. Together, The LiRo Group is one of New



York's largest privately held engineering, architectural and construction management firms. With offices in New York, New Jersey and Connecticut, LiRo primarily serves public sector clients throughout the tri-state area.

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

- i. **Date of formation:** 1925
- ii. **Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner:**
Rocco L. Trotta, [REDACTED] Chairman and Sole Owner
- iii. **Name, address and position of all officers and directors of the company:**
Rocco L. Trotta, [REDACTED] Chairman
Luis M. Tormenta, [REDACTED] CEO and Vice Chairman
Lawrence S. Roberts, [REDACTED] Senior Vice President, Chief Financial Officer
Michael Burton, [REDACTED] SVP & National Operations Manager
Michael Bailey, [REDACTED] Senior Vice President
Richard Schmalz, [REDACTED] Vice President
Peter Gerbasi, [REDACTED] Vice President
Robert Kreuzer, [REDACTED] Vice President
Alfred C. Bereche, [REDACTED] 31, General Counsel
Lawrence Blond, [REDACTED] Senior Vice President and General Manager
Michael Rennard, [REDACTED] Vice President
- iv. **State of incorporation:** New York
- v. **The number of employees in the firm:** 487
- vi. **Annual revenue of the firm:** LiRo Engineers, Inc. 2014 Gross Revenue = \$112,597,000
- 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

B. Indicate the number of years in business: 90

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

The LiRo Group's staff of 750 professionals includes 96 licensed Professional Engineers and 18 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.



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1. Principal Name Lawrence H. Blond, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 3 Aerial Way
City/state/zip Syosset, NY 11791
Telephone (516) 938-5476
Other present address(es) n/a
City/state/zip n/a
Telephone n/a
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Sr. Vice President 09 / 01 / 06 _____ / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
NO X YES 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? NO X YES If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES If Yes, provide details.

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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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 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ____ If Yes, provide details for each such instance.
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 - b) Is there any misdemeanor charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
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 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ____ If Yes, provide details for each such occurrence.

-
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ____ If Yes; provide details for each such investigation.
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I, Lawrence H. Blond, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3 day of December 2015

JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5057913
Qualified in Suffolk County
Commission Expires May 6, 2018

Joann Henzey
Notary Public

LiRo Engineers, Inc.

Name of submitting business

Lawrence H. Blond, PE

Print name

Signature

Senior Vice President

Title

12 / 03 / 2015
Date

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. 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.

n/a

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

n/a

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

n/a

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

n/a

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

n/a

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

Dated: 11/20/15

Signed: 

Print Name: Steven A. Fangmann, P.E., BCEE

Title: Executive Vice 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.

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

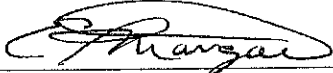
ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015


EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. 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.

None

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

N/A

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

N/A

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

N/A

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

N/A

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

Dated: 12-3-15

Signed: _____



Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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

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.

Steven A. Fangmann, P.E., Executive Vice President

Name and Title of Authorized Representative

m/d/yy

Signature

Date

D&B Engineers and Architects, P.C.

Name of Organization

330 Crossways Park Drive, Woodbury, NY 11797

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.

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 or 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/ Senior Vice President

Name and Title of Authorized Representative

m/d/yy

Signature

12-3-2015
Date

LiRo Engineers, Inc.

Name of Organization

3 Aerial Way, Syosset, NY 11791

Address of Organization

Contract ID#: S3B11903M



Department: Public Works

CLPW14000023

CF (Capital)**Contract Details**

NIFS ID #: CFPW10000061 NIFS Entry Date: Term: from 1/4/11 to 10/3/14

SERVICE: Const Mgmt Bay Park

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Dvirka & Bartilucci/Liro, a Joint Venture	Vendor ID# 90-0508408
Address 330 Crossways Park Dr Woodbury, NY 11797	Contact Person Steven Fangmann
	Phone 516-364-9892

County Department
Department Contact Richard Webber
Address 1194 Prospect Ave Westbury, NY 11590
Phone 571-6811

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Approved Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> <input type="checkbox"/>	6/24/14 [Signature]	
	DPW (Capital Only)	CF Capital Fund Approval	<input checked="" type="checkbox"/>	6/14/14 [Signature]	
	OMB	NIFS Approval	<input type="checkbox"/>	6/30/14 [Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
7/2/14	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	7/2/14 [Signature]	
7/2/14	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	7/2/14 [Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	7/11/14 [Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>	[Signature]	
	County Attorney	NIFS Approval	<input type="checkbox"/>	7/31/14 [Signature]	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	8/13/14 [Signature]	7/31/14
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	7/17/14 [Signature]	

Contract ID#: S3B11903M

Department: Public Works**Contract Summary: AMENDMENT#1 CFPW10000061**

Description: Construction Management (CM) Services Agreement: Environmental Construction Group
Purpose: Agreement to provide Construction Management Services to the Department's Environmental Construction Group. These services will be needed to supplement our current staff of engineers and construction inspectors in the construction management efforts required for construction of the Bay Park Sewage treatment Plant Modifications to Miscellaneous Equipment and Building Modifications.
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.
Procurement History: A Request For Proposal (RFP) was advertised in Newsday and the County website in August, 2010 with technical proposals received on August 29, 2010. Eleven (11) firms responded to this RFP. Eight (8) of the firms were considered local firms (firms having a main or significant branch office in Nassau or Suffolk County). Proposals were evaluated by NCDPW personnel on September 23, 2010.
Description of General Provisions: This AMENDMENT requests continued complete construction services including furnishing resident engineers, inspectors, schedulers, cost estimators, and evaluation of contractor claims.
Impact on Funding / Price Analysis: NONE. THERE WAS A DELAY TO THIS JOB DUE TO SUPERSTORM SANDY AND WE ARE REQUESTING AN EXTENSION OF TIME ONLY FOR NINE (9) MONTHS. NO ADDITIONAL FUNDING REQUESTED
Change in Contract from Prior Procurement: EXTENSION OF TIME ONLY
Recommendation: (approve as submitted)

Advisement Information: CFPW10000061

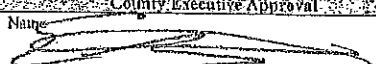
BUDGET CODES	
Fund:	CSW
Control:	3B119
Resp./Proj:	000
Object:	0003
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$
State	\$
Capital 3B119	\$0.01
Other	\$
TOTAL	\$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCSW/CSW/000/00003	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Richard WebberDate: 6/6/2014

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name <u>Michael S. Cohen</u>	Name <u>Stewart J. Telvick</u>	Date <u>8/13/14</u>
Date <u>8/13/2014</u>	Date <u>8/13/14</u>	E #:

E.176-14

RULES RESOLUTION NO 211 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND DVIRKA & BARTILUCCI/LIRO, A JOINT VENTURE

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-26-14
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County of Nassau, on behalf of the Department of Public Works, has negotiated an amendment to a personal services agreement with Dvirka & Bartilucci/Liro, a Joint Venture for construction management services at the Bay Park Sewage Treatment Plant, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Dvirka & Bartilucci/Liro, a Joint Venture

RULES RESOLUTION NO. - 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND DVIRKA & BARTILUCCI/LIRO, A JOINT VENTURE

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RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Dvirka & Bartilucci/Liro, a Joint Venture



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

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

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

CONTRACTOR NAME: Dvirka and Bartilucci/LiRo, a Joint Venture

CONTRACTOR ADDRESS: 330 Crossways Park Drive
Woodbury, NY 11797

FEDERAL TAX ID #: 900508408

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

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

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

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on October 28, 2009. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after evaluation of eight (8) proposals were received in response to our Request For Proposals. This amendment is to extend the period of the contract and does not change the dollar amount of the Agreement.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract₂ with a not-for-profit agency for which a

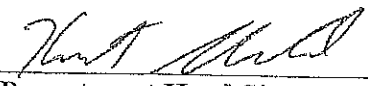
competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract,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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature *R. SSC*
6/29/14
Date

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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

Mr. Webber

TO: Civil Services Employees Association, Nassau Local 830 (fax 742-3801)

FROM: Department of Public Works (fax 571-9657)

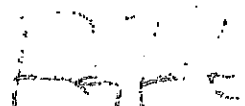
DATE: June 16, 2010

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract Number S3B119-03M
Project Number 3B119-03

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 Contract/Agreement is for the work which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend a Contract/Agreement for the following services:
To provide the necessary Construction Management Services for the Bay Park Sewage Treatment Plant (BPSTP) Improvements and Replacements to Various Process Equipment and Building Modifications Project.
2. The work involves the following:
Provide Resident Engineering, Inspection, and CPM Scheduling for the Improvements and Replacements to Various Process Equipment and Building Modifications Project at the BPSTP. The estimated cost for this construction project is \$5,500,000.00.
3. An estimate of the cost is: \$880,000.00
4. An estimate of the duration is: Twelve (12) months

Should you wish to propose an alternative to the proposed Contract/Agreement, please respond within ten (10) days to the Department of Public Works, Att: Raymond A. Ribeiro, Deputy Commissioner, Telephone 571-9611, Fax 571-9657.


Raymond A. Ribeiro
Deputy Commissioner

RAR:RM:lms

- c: Jason Limson, Deputy Director, Office of Labor Relations
Rakhal Maitra, Assistant to the Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
→ Richard A. Webber, Sanitary Engineer IV
James M. Gallagher, Assistant Superintendent of Sanitary Construction
Jonathan Lesman, Management Analyst I



We are transmitting one (1) sheet. If there were problems with this transmission, please call 571-9604.

Rich Webber

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

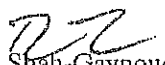
FROM: Department of Public Works

DATE: May 7, 2014

SUBJECT: Bay Park Improvements to Various Buildings and Equipment
Extension of Services
Dvirka and Bartilucci/LiRo, Joint Venture
Project No. 3B119

Dvirka & Bartilucci/LiRo, Joint Venture (D&B/LiRo) was procured to provide construction management services for the subject project. It is the intent of this Department to amend the existing agreement to extend those services for nine (9) months from January 3, 2014 to October 3, 2014. No additional funds are requested, just an extension of time. See D&B/LiRo's attached April 14, 2014, letter where they ask for an extension of time as well as extra services. Please note that we are not requesting additional funds be encumbered as proper funds are presently in place. Superstorm Sandy caused delays to this contract. There are still some physical items remaining in the contract plus construction ending paperwork that needs to be completed by the construction manager and D&B/LiRo cannot be reimbursed without an amendment to their agreement.

Following your approval or disapproval, we will proceed accordingly.



Shila Shah-Gavoudias
Commissioner

SSG:RM:pl
Attachment

c: Richard P. Millet, Chief Deputy Commissioner
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV
James Gallagher, Assistant Superintendent of Sanitary Construction
Loretta Dionisio, Hydrogeologist II

APPROVED:

DISAPPROVED:


Richard R. Walker
Chief Deputy County Executive

Richard R. Walker
Chief Deputy County Executive



JOINT VENTURE



The LiRo Group

330 Crossways Park Drive Woodbury New York 11797

April 17, 2014

Shila Shah-Gavnounias, P.E.
Commissioner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590-2723

Re: Construction Management Services
Improvements and Replacement to Various Process Equipment and Building Modifications
Bay Park Sewage Treatment Plant
D&B/LiRo Joint Venture - Agreement No. S3B119-03M
Extra Services and Extension of Time

Dear Commissioner Shah-Gavnounias:

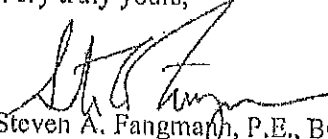
The above-referenced Agreement was extended, in accordance with the terms of the Agreement, to January 3, 2014. Through no fault of our own, the contract completion has extended beyond the original terms of our JV Agreement. The JV has not reached its contract limit and all of the work has not been completed. The present completion date is presently scheduled for June 30, 2014 per the most recent CPM update.

The JV requests a contract amendment to allow for an extension of time to September 30, 2014. In addition, the JV requests extra services from January 2014 through September 30, 2014 of \$107,040 in accordance with page 1, paragraph 2(b) once the amendment is finalized. This brings the total contract amount up to the \$642,500 ceiling of the contract.

D&B will continue to provide resident engineering on a part-time basis utilizing Paul Cimino, P.E., and LiRo Group will continue to provide CPM management services.

If you have any questions concerning this request, please contact the undersigned at (516) 364-9890, Ext. 3005.

Very truly yours,



Steven A. Fangman, P.E., BCEE
Executive Vice President

SAF/kap
Attachments

cc: J. Davenport (NCDPW)
R. Webber (NCDPW)
J. Hurley (D&B/LiRo)

2972SAF041714SSG.doc(R01)

THOMAS R. SUOZZI
COUNTY EXECUTIVE



RAYMOND A. RIBEIRO, P.E.
COMMISSIONER

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

April 10, 2013

D&B/LiRo Joint Venture
330 Crossways Park Drive
Woodbury, New York 11797

Att: Steven Fangmann

Re: Construction Management Services
Agreement Number S3B119-03M
Extension of Agreement

To Whom It May Concern:

The term of the subject agreement was two (2) years commencing January 4, 2011. By mutual agreement both Nassau County and Dvirka and Bartilucci, Consulting Engineers agree to extend the agreement for one (1) year. In accordance with Paragraph 1 of the subject agreement, this letter serves as formal approval to extend Agreement S3B119-03M one (1) year, with an expiration date of January 3, 2014. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Mr. Richard Webber at 516 571-6811.

Very truly yours,

A handwritten signature in dark ink, appearing to read "SSG", is written over the signature line.

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

SSG:RM:lal

c: Rakhal Maitra, Deputy Commissioner of Public Works
William S. Nimmo, Deputy Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV ✓
James M. Gallagher, Assistant Superintendent of Sanitary Construction
Janet Duncan, Claim Section, Comptroller's Office
Paul Cimino, Dvirka and Bartilucci, Consulting Engineers
Joseph Hurley, LiRo Group

JOINT VENTURE



The LiRo Group

330 Crossways Park Drive Woodbury New York 11797

JOINT VENTURE

December 12, 2012

Shila Shah-Gavnoudias, P.E.
Commissioner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590-2723

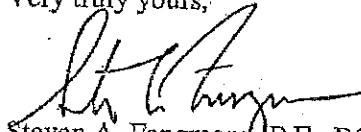
Re: Construction Management Services
Improvements and Replacement to
Various Process Equipment and Building Modifications
Bay Park Sewage Treatment Plant
D&B/Liro Joint Venture – Agreement No. 10000061
Extension of Time

Dear Commissioner Shah-Gavnoudias:

In accordance with paragraph 1, Term of our Joint Venture Agreement with Nassau County referenced above, D&B/Liro, a Joint Venture, requests a one year extension of time to this Agreement as the project schedule has been modified. The original contract was executed on January 4, 2011 for a 2-year term which ends in January 2013.

If you have any questions concerning this request, please contact the undersigned.

Very truly yours,



Steven A. Fangmann, P.E., BCEE
Executive Vice President

SAF/kap
Attachments

cc: R. Maitra, Deputy Commissioner (NCDPW)
R. Webber (NCDPW)
J. Gallagher (NCDPW)
J. Hurley (D&B/Liro)

♦2972SAF121212SSG-Ltr

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: D&B Engineers and Architects, P.C. (known as Dvirka and Bartilucci Consulting Engineers)
Address: 330 Crossways Park Drive
City and State: Woodbury, New York Zip Code 11797
2. Firm's Vendor Identification Number: 11-2393559
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company X Closely Held Corp. _____ Other (specify) _____
4. List names and address 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 sheet (s) if necessary)
- Henry J. Chlupsa, President, [REDACTED]
Steven A. Fangmann, Executive Vice President, [REDACTED]
Robert L. Raab, Vice President, [REDACTED]
5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
- Henry J. Chlupsa, President, [REDACTED]
Steven A. Fangmann, Executive Vice President, [REDACTED]
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* Include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
- D&B Environmental Associates, LLC
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: June 17, 2014

Signed: _____

Print Name: Steven A. Fangmann

Title: Executive Vice President

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: D&B Environmental Associates, LLC
Address: 330 Crossways Park Drive
City and State: Woodbury, New York Zip Code 11797
2. Firm's Vendor Identification Number: 20-2783675
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ ☒ Ltd Liability Company _____ Closely Held Corp. _____ Other (specify) _____
4. List names and address 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 sheet (s) if necessary)
Henry J. Chlupsa, President, [REDACTED]
Steven A. Fangmann, Executive Vice President, [REDACTED]
Robert L. Raab, [REDACTED]
5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
Henry J. Chlupsa, President, [REDACTED]
Steven A. Fangmann, Executive Vice President, [REDACTED]
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
Dvirka and Bartilucci Consulting Engineers (a Division of D&B Engineers and Architects, P.C.)
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: June 17, 2014

Signed: _____

Print Name: Steven A. Fangmann

Title: Executive Vice President

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LiRo Engineers, Inc.
Address: 3 Aerial Way
City and State: Syosset, NY Zip Code: 11791
2. Firm's Vendor Identification Number: 13-1974950
3. Type of Business:
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☒ Closely Held Corp. ☐ Other (specify)
4. List names and address 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 sheet (s) if necessary)
Rocco L. Trotta, [REDACTED]
Luis M. Tormenta, [REDACTED]
Lawrence S. Roberts, [REDACTED]
Michael Bailey, [REDACTED]
Michael Burton, [REDACTED]
Michael Rennard, [REDACTED]
Peter Gerbasi, [REDACTED]
Lawrence Blond, [REDACTED]
5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
Rocco L. Trotta, [REDACTED]
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
LiRo Program and Construction Management, PE P.C. -- Common Ownership and Control
LiRo Architects + Planners, P.C. -- Common Ownership and Control
LiRo Architects & Engineers West, P.C. -- Common Ownership and Control
LiRo Architects and Engineers, P.C. -- Common Ownership and Control
LiRo Architects & Engineers, P.C. -- Common Ownership and Control
LiRo Program and Construction Management, Inc. -- Common Ownership and Control
LiRo Constructors, Inc. -- Common Ownership and Control
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as 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 own knowledge, true.
- Dated: June 17, 2014 Signed: [Signature]
Print Name: Lawrence H. Blond, PE
Title: Senior Vice President

AMENDMENT NO. 1

AMENDMENT, dated as of _____, 2014 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Dvirka & Bartilucci/ Liro, a Joint Venture, a consulting engineering firm having its principal office at 330 Crossways Park Drive, Woodbury, New York, 11797 (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number S3B119-03M between the County and the Firm, executed on behalf of the County on January 4, 2011, and as extended by extension letter, executed on behalf of the County on April 10, 2013 (the "Original Agreement"), the Firm performed certain services for the County in connection with construction management services associated with the Improvements to Various Buildings and Equipment at the Bay Park Sewage Treatment Plant, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from January 4, 2011, through January 3, 2014 (the "Original Term"); and

WHEREAS, the County and the Firm desire to extend the Original Term.

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


1. Term Extension. The Original Term shall be extended for nine (9) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be October 3, 2014.

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

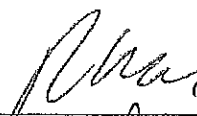
[Remainder of Page Intentionally Left Blank.]

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

DVIRKA AND BARTILUCCI, CONSULTING
ENGINEERS

By: 
Name: STEVEN A. FANGMANN
Title: EXECUTIVE VICE PRESIDENT
Date: 6/17/14

NASSAU COUNTY

By: 
Name: Richard D. Walker
Title: County Executive
☒ Deputy County Executive
Date: 6/20/14

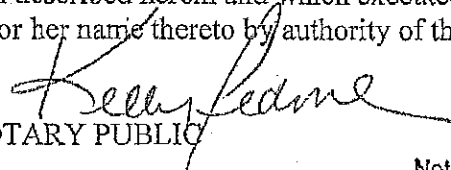
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 17 day of June in the year 2014 before me personally came Steven A. Fangmann to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the Exec. Vice Pres. of Dvirka and Bartholucci, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

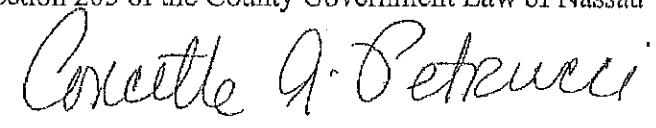
KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2014

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20 day of August in the year 2014 before me personally came Richard K. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.


NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE259026
Qualified in Nassau County
Commission Expires April 02, 2016

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

LiRo ENGINEERS, INC.

By: 

Name: Lawrence H. Blond, PE

Title: Senior Vice President

Date: June 17, 2014

NASSAU COUNTY

By: 

Name: Richard B. Uxas

Title: County Executive

☒ Deputy County Executive

Date: 8/18/14

PLEASE EXECUTE IN BLUE INK

✓

Contract ID#: S3B11903M



Department: CFPW10000061

E-176-10

Contract Details

SERVICE : Construction Mgmt Agreement

NIFS ID #: CFPW10000061 NIFS Entry Date: _____ Term: from Execution to Two Years

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name <u>Dvorka and Bartilucci LLC, a Joint Venture</u>	Vendor ID# <u>90-0508408</u>
Address <u>330 Crossways Park Drive</u> <u>Woodbury, NY 11797</u>	Contact Person <u>Steven Pangmann</u>
	Phone <u>1-516-364-9890</u>

County Department
Department Contact: <u>Richard Webber</u>
Address <u>1194 Prospect Ave</u> <u>Westbury, N.Y. 11590</u>
Phone <u>571-6811</u>

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> 11/16/10	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/> 11/18/10	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Vertical DCE	NIFS Approval	<input type="checkbox"/>		
	Department	Vendor Administration NIFS Appvl (Dept. Head)	<input type="checkbox"/> 11/18/10	<i>[Signature]</i>	
11/18/10	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/> 11/18/10	<i>[Signature]</i>	
	County Attorney	CA approval as to form	<input checked="" type="checkbox"/> 11/19/10	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
11/18/10	Legislative Affairs	Fw'd Original K to CA	<input type="checkbox"/> 12/3/10	<i>[Signature]</i>	

Contract ID#: _____

Department: _____



	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	Filed Resolution with		
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	<i>[Signature]</i>
	County Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	<i>[Signature]</i>
12/2/10	County Executive	Notarization Filed with Clerk of the Leg.	<input checked="" type="checkbox"/> 12/2/10	<i>[Signature]</i>

Contract Summary

Description: Construction Management (CM) Services Agreement: Environmental Construction Group
Purpose: Agreement to provide Construction Management Services to the Department's Environmental Construction Group. These services will be needed to supplement our current staff of engineers and construction inspectors in the construction management efforts required for construction of the Bay Park Miscellaneous Equipment and Building Modifications
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.
Procurement History: A Request For Proposal (RFP) was advertised in Newsday and the County website in August, 2010 with technical proposals received on August 29, 2010. Eleven (11) firms responded to this RFP. Eight (8) of the firms were considered local firms (firms having a main or significant branch office in Nassau or Suffolk County). Proposals were evaluated by NCDPW personnel on September 23, 2010
Description of General Provisions: This Agreement provides for complete construction services including furnishing resident engineers, inspectors, schedulers, cost estimators, and evaluation of contractor claims
Impact on Funding / Price Analysis: Funding for the services to be provided under this agreement will come from capital project 3B119. Dvirka and Bartilucci/LiRo Inc. proposed a fee of \$535,460. This fee was determined to be fair and reasonable. This three year agreement has a maximum payment limitation of \$642,500. <i>\$642,500</i>
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	3B119
Resp./Proj:	000
Object:	0003
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$
Federal	\$
State	\$
Capital 3B119	\$642,500
Other	\$
TOTAL	\$642,500

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCSWCSW	\$642,500
2		\$
3		\$
4		\$
5		\$
6	SECTION	\$
TOTAL		\$642,500

Document Prepared By: R. WebberDate: 11/15/10

Contract ID#: _____



Department: _____

NIFS Certification		Controller Certification	County Executive Approval
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <u>E. Morgan</u>
Name _____	Name <u>J. Key</u>	Date _____	Date <u>12/2/10</u>
Date <u>12/4/11</u>	Date <u>12/31/10</u>	(For Office Use Only)	
		E #:	

E-17a10

RULES RESOLUTION NO. 240 2010

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

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 12/13/10

VOTING:

ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County on behalf of the Department of Public Works
has negotiated a personal services agreement with Dvirka and Bartilucci
Consulting Engineers and LiRo Engineers, Inc., for construction
management services, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Dvirka and Bartilucci Consulting Engineers and LiRo Engineers, Inc.

RULES RESOLUTION NO. – 2010

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

WHEREAS, the County on behalf of the Department of Public Works has negotiated a personal services agreement with Dvirka and Bartilucci Consulting Engineers and LiRo Engineers, Inc., for construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Dvirka and Bartilucci Consulting Engineers and LiRo Engineers, Inc.



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

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

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

CONTRACTOR NAME: Dvirka and Bartilucci/LiRo, a Joint Venture

**CONTRACTOR ADDRESS: 330 Crossways Park Drive
Woodbury, NY 11797**

FEDERAL TAX ID #: 900508408

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

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

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

The Contract was entered into after a written request for proposals was issued on August 4, 2010. Potential proposers were made aware of the availability of the RFP by ___ County Web Site and Newsday advertisement. Thirty four(34) potential proposers requested copies of the RFP. Proposals were due on August 30, 2010. Eleven (11) proposals were received and evaluated. The evaluation committee consisted of: Joseph Davenport, P.E. Richard Webber, P.E. James Gallagher, Assistant Superintendent of Sanitary Construction, and Joseph Amerigo, Civil Engineer II. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

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

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

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

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

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

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

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

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

11/16/10
Date

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

**REQUEST TO INITIATE
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

Department: Public Works

Date: June 2010

Service Requested: An Agreement with a qualified Firm to provide, on an as needed basis, Construction Management Services for the Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process Equipment and Building Modifications Project.

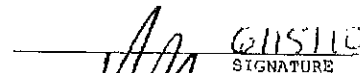
Justification: This agreement will provide additional staffing to supplement our current Construction Management Staff to ensure that the required Management and Inspection services are available during the construction phase of this project.

Estimated Construction Cost: \$880,000.00 for Twelve (12) Month Agreement Date RFP Due: July 2010

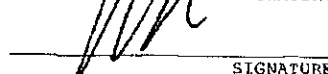
Department Head Approval: ☒ YES ☐ NO


SIGNATURE

DCE/Vertical Approval: ☐ YES ☐ NO


SIGNATURE

DCE/Ops Approval: ☐ YES ☐ NO


SIGNATURE

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

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

DCE/Ops Approval: YES NO Signature _____

R. Webber

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Rob Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: September 30, 2010

SUBJECT: Bay Park Sewage Treatment Plant Improvements and Replacements to Various
Process Equipment and Building Modifications
Recommendation of Award for Construction Management Services
Project No. S3B119-03M

The Department of Public Works intends to procure construction management services for the Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process Equipment and Building Modifications.

The Department issued a Request for Proposals August 4, 2010 and responses were received from eleven (11) firms on August 30, 2010. Each of the firms submitted both a technical proposal, and a separately sealed cost proposal, as requested.

The technical proposals were evaluated by professional staff within the Department (Joseph L. Davenport, P.E., Richard A. Webber, P.E., James M. Gallagher, Assistant Superintendent of Sanitary Construction, and Joseph Amerigo, Civil Engineer II). The rating of technical proposals was completed on September 23, 2010. The technical rating results are tabulated below:

FIRM NAME	TECHNICAL SCORE	RANK
Dvirka and Bartilucci /LiRo Group(D&B/LiRo)	92.5	1st
Lockwood Kessler and Bartlett (LKB)	90.3	2nd
Hazen & Sawyer (H&S)	84.3	3rd

Following the completion of the technical ranking, the Department then opened the cost proposals. The cost proposals were reviewed and compared in detail. The proposed fees of the top ranked firms are indicated below (the complete rating summary and fee tabulation is attached):

FIRM NAME	TOTAL FEE
D&B/LiRo	\$535,460
LKB	\$1,045,291
Hazen & Sawyer	\$466,928

D&B/LiRo's fee proposal, at \$535,460 was approximately \$500,000 less than the second ranked firm. D&B/LiRo provided a technical proposal which was in line with the effort we expect for a project this size.



Office of the County Executive

Att: Rob Walker, Chief Deputy County Executive

September 30, 2010

Page Two

SUBJECT: Bay Park Sewage Treatment Plant Improvements and Replacements to Various
Process Equipment and Building Modifications
Recommendation of Award for Construction Management Services
Project No. S3B119-03M


In our professional judgment, the D&B/LiRo team, having received the highest technical rating and proposing a reasonable cost, presents the best value to the County. Furthermore, it is the Department's recommendation that Dvirka and Bartilucci/LiRo Group, a Joint Venture, be retained to provide construction management services for the Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process Equipment and Building Modifications. There is a time sensitive issue with performing certain work during the early stages of construction. Should the award of this Construction Management Services Agreement not be in place by the time a construction begins, we will need to authorize Dvirka and Bartilucci to begin under the terms of their On-Call Agreement.

Funding for the professional services is available under project 3B119.

In accordance with procedural guidelines, CSEA has been notified of this proposed Agreement.

As these professional services exceed \$100,000 and twelve months in duration, this Department upon your approval, shall begin the processing of a project specific agreement with Dvirka and Bartilucci/LiRo Group, a Joint Venture.

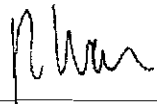
If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.


Shila Shah-Gavnoudias
Commissioner

SSG:RM:dmp

c: Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV
James M. Gallagher, Assistant Superintendent of Sanitary Construction
Joseph Amerigo, Civil Engineer II

APPROVED:


Rob Walker
Chief Deputy County Executive
10/4/10
Date

DISAPPROVED:

Rob Walker
Chief Deputy County Executive
Date

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

Mr. Webber

TO: Civil Services Employees Association, Nassau Local 830 (fax 742-3801)

FROM: Department of Public Works (fax 571-9657)

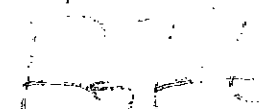
DATE: June 16, 2010

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract Number S3B119-03M
Project Number 3B119-03

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 Contract/Agreement is for the work which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend a Contract/Agreement for the following services:
To provide the necessary Construction Management Services for the Bay Park Sewage Treatment Plant (BPSTP) Improvements and Replacements to Various Process Equipment and Building Modifications Project.
2. The work involves the following:
Provide Resident Engineering, Inspection, and CPM Scheduling for the Improvements and Replacements to Various Process Equipment and Building Modifications Project at the BPSTP. The estimated cost for this construction project is \$5,500,000.00.
3. An estimate of the cost is: \$880,000.00
4. An estimate of the duration is: Twelve (12) months

Should you wish to propose an alternative to the proposed Contract/Agreement, please respond within ten (10) days to the Department of Public Works, Att: Raymond A. Ribeiro, Deputy Commissioner, Telephone 571-9611, Fax 571-9657.


Raymond A. Ribeiro
Deputy Commissioner

RAR:RM:lms

- c: Jason Limson, Deputy Director, Office of Labor Relations
Rakhal Maitra, Assistant to the Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
→ Richard A. Webber, Sanitary Engineer IV
James M. Gallagher, Assistant Superintendent of Sanitary Construction
Jonathan Lesman, Management Analyst I



We are transmitting one (1) sheet. If there were problems with this transmission, please call 571-9604.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Dyirka and Bartilucci Consulting Engineers (a Division of William F. Cosulich Associates, P.C.)

Address: 330 Crossways Park Drive

City and State: Woodbury, New York Zip Code 11797

2. Firm's Vendor Identification Number: 11-2393559

3. Type of Business:
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☒ Closely Held Corp. ☐ Other (specify)

4. List names and address 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 sheet (s) if necessary)

Henry J. Chlupsa, President

Steven A. Fangmann, Executive Vice President

Robert L. Raab, Vice President

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

Henry J. Chlupsa, President

Steven A. Fangmann, Executive Vice President

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

D&B Environmental Associates, LLC

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: November 9, 2010

Signed: 

Print Name: Steven A. Fangmann

Title: Executive Vice President

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: D&B Environmental Associates, LLC
Address: 330 Crossways Park Drive
City and State: Woodbury, New York Zip Code 11797
2. Firm's Vendor Identification Number: 20-2783675
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ ☒ Ltd Liability Company _____ Closely Held Corp. _____ Other (specify)
4. List names and address 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 sheet (s) if necessary)
- Henry J. Chlupsa, President, _____
Steven A. Fangmann, Executive Vice President, _____
Robert L. Raab, _____
5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
- Henry J. Chlupsa, President, _____
Steven A. Fangmann, Executive Vice President, _____
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
- Dvirka and Bartilucci Consulting Engineers (a Division of William F. Cosulich Associates, P.C.)
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: November 9, 2010

Signed: _____

Print Name: Steven A. Fangmann

Title: Executive Vice President

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LiRo Engineers, Inc.
Address: 3 Aerial Way
City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 13-1974950

3. Type of Business:
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☒ Closely Held Corp. ☐ Other (specify)

4. List names and address 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 sheet (s) if necessary)

Rocco Trotta, P.E., Chairman, [REDACTED]

Luis Tormenta, P.E., CEO and Vice Chairman, [REDACTED]

John Lekstutis, P.E., President and Vice Chairman, [REDACTED]

Harvey Sands, Executive VP and Vice Chairman, [REDACTED]

Lawrence Roberts, Senior VP and CFO, [REDACTED]

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

Rocco Trotta, P.E., [REDACTED]

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

The following entities are affiliates through common ownership by Rocco Trotta: LiRo Architects + Planners, P.C.; LiRo Program and Construction Management, P.C.; LiRo Architects and Engineers West, P.C.; LiRo Architects & Engineers, P.C.(CT); LiRo Architects & Engineers, P.C. (PA); LiRo Consulting Engineer, P.C., LiRo Program and Construction Management, Inc.

Common officers of all LiRo affiliates: Rocco Trotta, Chairman; Luis Tormenta, CEO & Vice Chairman; John Lekstutis, President & Vice Chairman; Harvey Sands, Executive Vice President & Vice Chairman; Lawrence Roberts, Senior Vice President & CFO

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 10/12/10

Signed: 

Print Name: John P. Lekstutis, P.E.

Title: President & Vice Chairman

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Dvirka & Bartilucci/ Liro, a Joint Venture, a consulting engineering firm having its principal office at 330 Crossways Park Drive, Woodbury, New York, 11797 (the "Firm" or "Contractor").

W I T N E S S E T H:

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

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

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

1. Term.

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

2. Services.

(a) The services to be provided by the Firm under this Agreement for the Bay Park Sewage Treatment Plant Improvements and Replacements to Various Process equipment and Building Modifications, shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the

Commissioner. 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.

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

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

(2) Testing Laboratory Services.

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

(4) Final models, photographs and renderings as requested by the County.

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

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed Six Hundred Forty Two Thousand Five Hundred (\$642,500) dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by

documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the 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, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government

agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

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

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

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

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

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

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

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

7. Compliance with Law.

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

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

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

compulsion.

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a

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

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

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

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

12. Termination.

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

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

(b) By the 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.

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

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

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to

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

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

15. 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.

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

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

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

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is

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

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

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

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

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

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

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

22. Joint Venture.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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



By: Dvirka and Barilucci Consulting Engineers

Name: [Signature]

Title: EXECUTIVE VICE PRESIDENT

Date: 11/9/10

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

By: LiRo Engineers, Inc

Name: _____

Title: _____

Date: _____

[n2]

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On this 9th day of November in the year 2010 before me personally came Steven A. Fangmann to me known, and known to me to be the person described herein and who executed the above instrument; and he duly acknowledged that he executed the same.

Kelly Pedone
NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2014

On the 4 day of January in the year 2011 before me personally came Richard Christian to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Doreen Pennica
NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2011

COUNTY OF NASSAU)

COUNTY OF NASSAU)

DENISE L MUXO
Notary Public, State of New York
No. 01MU6051939
Qualified in Suffolk County
Term Expires 12/11/20 10

James H. Mayo
NOTARY PUBLIC

COUNTY OF NASSAU)

COUNTY OF NASSAU)

NOTARY PUBLIC

Exhibit "A"

DETAILED SCOPE OF SERVICES

The Firm shall provide comprehensive construction and post-construction phase services. The scope of services to be performed in the respective phases (which may overlap) is summarized below.

Construction Phase Services

Commencement and Duration - The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the Project in its entirety by the County. The construction phase is scheduled for 24 months.

General Construction Administration - The FIRM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The FIRM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the Project, including scheduling of the Work and coordination of the Construction Contractor (CC). The FIRM 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, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

Site Conditions - As portions of the Work become accessible, FIRM 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.

Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the FIRM's routine observation of the Work of the CC with respect to conformance to the Construction Documents. The FIRM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The FIRM shall promptly notify the County, Design Engineer, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

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

and completion milestones. Confer with the CC and prepare recovery schedules, as needed.

Cash Flow Forecast - With the cooperation of the CC, FIRM 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.

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. Proactively 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.

Information Management System - Implement an information management system to track and update the status of all pertinent project information, including FIRM's daily reports. Develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained for a period of six (6) years after completion of services. The FIRM shall 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. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. The FIRM shall receive the CC's submittals such as shop drawings, product data, and samples, promptly review them for completeness and responsiveness, log and finally distribute them to the Design Engineer for review and approval; within 48 hours of receipt by FIRM of CC's submittals. The FIRM shall return submittals to the CC within 24 hours of receipt from the Design Engineer, and shall update the submittal log accordingly. FIRM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC.

CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. FIRM 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 FIRM's recommendation for payment shall constitute a representation to the County, that, to the best of the FIRM'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.

Meetings - Schedule and conduct regular weekly 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 FIRM shall also attend weekly 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 FIRM at these meetings shall be at no additional cost to the County.

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

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

Safety - The FIRM 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 Plant and Construction personnel. The FIRM shall not have control over or charge of the Work and the FIRM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CC's responsibility. The FIRM 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 FIRM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC.

Changes - The FIRM 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 FIRM 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.

Partial Occupancy and Beneficial Use - The FIRM 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.

Field Office - The FIRM will be provided space within the Construction House and/or field trailer for use as temporary offices, during the construction phase. All FIRM's office equipment and supplies, including, but not limited to computers (with software and high speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained, and subsequently removed by the FIRM, and the cost of same is included in the FIRM's Fee. Telephone service and up to 2 lines and telephones will be provided to the FIRM for exclusive use on this project, by the County.

Construction and Post-Construction Phase Services

Contract Closeout - Conduct final inspections with Design Engineer and the County, at the completion of each phase of the project, and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement

with any information collected following occupancy. Review the as-built drawings provided by the CC and verify that the as-built drawings, to the best of the FIRM's knowledge, based upon the FIRM's observations during the progress of the project, document the actual construction of the project. The FIRM shall then transmit the verified as-built drawings to the Design Engineer for the preparation of record drawings. Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

CC Claims and Disputed Work - The FIRM 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 for interpretation. Confer with the Design Engineer, and 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.

Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the FIRM 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 FIRM 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.

Exhibit "B"

PAYMENT SCHEDULE

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

The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Six Hundred Forty Two Thousand Five Hundred dollars(\$642,500).

Compensation for services provided under the terms of this Agreement shall be on a monthly basis, the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two point two five (2.25).

Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.

The Firm shall be reimbursed for the actual cost of "out-of-Pocket" expenses that have been approved in writing by the Commissioner of Public Works.

The Firm shall prepare and attach to this Agreement 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. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy five dollars (\$175.00)

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the 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) Reward of a County Contract alone shall not be deemed or interpreted as approval of all Contractors' Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators' award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services,

supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

Appendix L

Certificate of Compliance

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

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

HENRY J. CHLUPSA (Name)

[REDACTED] (Address)

[REDACTED] (Telephone Number)

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

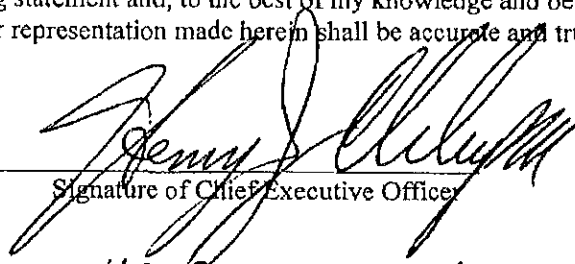
3. In the past five years, Proposer/Bidder _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder,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

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

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

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

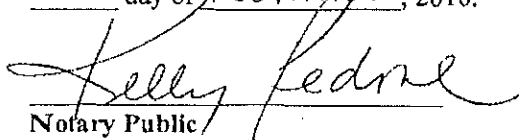
NOVEMBER 10, 2010
Dated


Signature of Chief Executive Officer

HENRY J. CHLUPSA
Name of Chief Executive Officer
DVIKA AND BARTOLUCCI CONSULTING ENGINEER
(A DIVISION OF WILLIAM F. LOSALICHA ASSOCIATES, P.C.)

Sworn to before me this

10th day of November, 2010.


Notary Public

KELLY PEDONE
Notary Public, State of New York
No. 01PE5030019
Qualified in Nassau County
Commission Expires July 5, 2014

Appendix L

Certificate of Compliance

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

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

John P. Lekstutis, P.E. (Name)

3 Aerial Way Syosset, NY 11791 (Address)

516-938-5476 (Telephone Number)

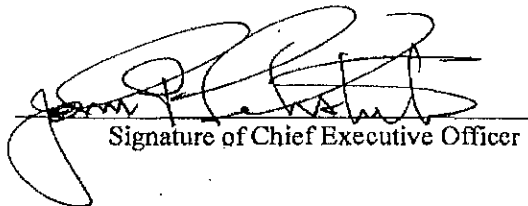
2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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

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

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

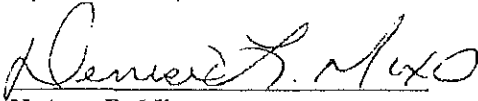
11/12/10
Dated


Signature of Chief Executive Officer

John P. Lekstuts, P.E.
Name of Chief Executive Officer

Sworn to before me this

12th day of November, 2010.


Notary Public

DENISE L MUXO
Notary Public, State of New York
No. 01MU6051939
Qualified in Suffolk County
Term Expires 12/11/2010

D&B/LiRo JOINT VENTURE

Maximum Wage Rate Schedule Nassau County Department of Public Works 2010

<u>JOB CLASSIFICATION</u>	<u>Direct Labor Maximum</u>
Architect	48.10
Asbestos and Lead Monitor	27.20
Asbestos Services/Project Manager	45.66
Assistant Office Engineer	27.07
Assistant Project Manager	57.89
Assistant Resident Engineer	59.50
Associate	77.77
Associate Vice President	77.77
Asst. Director of Special Projects	58.00
CADD Drafter	31.67
CADD Operator	22.64
Certified Industrial Hygienist/Safety Professional	44.12
Chief Environmental Inspector	27.68
Chief Inspector	53.44
Civil Engineer	38.44
Civil Inspector	45.16
Community Liaison	29.21
Construction Inspector	45.00
Construction Manager	77.77
Director of Special Projects/Senior Director of Projects	77.77
Director, Construction Management/Resident Engineer/Asst. Resident Engineer	64.00
Drafter I	32.00
Drafter II	40.00
Electrical Engineer	51.00
Electrical Inspector	41.38
Engineer	33.07
Engineer I	36.00
Engineer II	43.00
Engineer III	46.00
Engineering Aide I/Tech. Aide I	26.00
Engineering Aide II	37.00
Engineering Technician I	28.00
Engineering Technician III/II/Inspector	41.00
Environmental Engineer	34.50
Environmental Inspector	40.43
Environmental Scientist	28.42
Estimator	51.25
Geologist	38.02
Geologist I	29.00
Geologist II	39.00
Geologist III/Senior Geologist	41.00
GIS Specialist	27.92
Industrial Hygienist	33.68

Inspector	45.40
Inspector Trainee	20.00
Intern	14.00
Intern Engineer	18.00
Intern/Trainee	18.00
Junior Architect	42.24
Junior Civil Engineer	28.51
Junior Engineer	27.00
Landscape Architect	57.70
Mechanical Engineer	42.82
Office Engineer	58.35
Principal Engineer	64.00
Program Manager	64.38
Project Architect	39.10
Project Controller	44.10
Project Engineer	54.11
Project Manager	75.00
Project Officer	54.14
Project Officer (Mechanical)	43.64
Resident Engineer	77.77
Resident Engineer/Senior Inspector	49.14
Scheduler	65.00
Scheduling/Cost Controls Engineer	53.14
Scientist I	30.00
Scientist II	39.00
Scientist III	49.00
Senior Associate	77.77
Senior CADD Operator	24.72
Senior Civil Engineer	57.79
Senior Coating Inspector	48.00
Senior Construction Inspector	42.23
Senior Cost Estimator	57.00
Senior Designer	46.00
Senior Electrical Engineer	64.00
Senior Engineer/Project Engineer	77.77
Senior Environmental Inspector	47.91
Senior Environmental Scientist	50.96
Senior Estimator	57.03
Senior Inspector	53.00
Senior Office Engineer	38.17
Senior Project Engineer	27.72
Senior Project Manager	72.83
Senior Safety Engineer	53.30
Senior Scheduler	60.84
Senior Scientist	52.00
Senior Traffic/Transportation Engineer	45.40
Senior Vice President	77.77
Sr. Architect	70.00
Sr. CADD Manager/CADD Manager	54.00
Sr. Technical Typist	34.00
Structural Engineer	58.00
Superintendent	51.84
Technical Assistant	15.53

Technical Principal, Senior V.P., Exec. V.P., Project Director	77.77
Technical Typist I	24.00
Technical Typist II	26.00
Traffic/Transportation Engineer	50.31
V.P. Project Manager	77.77
Vice President	77.77

*Based on \$175/hour maximum @ 2.25 multiplier.