



Certified: --

E-50-24

FILED WITH THE NASSAU COUNTY CLERK OF THE
LEGISLATURE MARCH 21, 2024 1:45PM

NIFS ID: CLIT23000008

Capital:

Contract ID #: CQIT21000001

NIFS Entry Date: 12/07/2023

Department: Information Technology

Service: SUPPLEMENTAL STAFFING SERVICES

Term: from 03/01/2024 to 03/01/2025

Contract Delayed:

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

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

Vendor/Municipality Info:	
Name: LiRo GIS, Inc. DBA: The LiRo Group	ID#: 112720418
Main Address: 3 Aerial Way Syosset, NY 11791	
Main Contact: Nancy Malicki	
Main Phone: (516) 214-8155	

Department:
Contact Name: Nancy Stanton***Final Complete Contract to Rosemarie Torla***
Address: 240 Old Country Road Mineola, New York 11501
Phone: (516) 571-4451
Email: rtorla@nassaucountyny.gov

Contract Summary

Purpose: Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract will enable the vendor to provide GIS support to further this development. Enterprise GIS is a geographic information system that is integrated through an entire organization so that a large number of users can manage, share, and use spatial data and related information to address a variety of needs, including data creation, modification, visualization, analysis, and dissemination. In Nassau County's case, the Enterprise GIS is used across multiple agencies to track assets, capital projects, incidents of multitude, and manage cadastral datasets to name a few use cases. There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS "married" to the Firecom Street Locator System so that when a fire alarm is dispatched, the system will deliver a GIS map at the same time. 2) DPW takes GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues.

Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partner outside Nassau County government. The services have been awarded to four vendors that Nassau County believes will best be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development, and training. This is an Amendment to exercise one of two options, to extend the contract end date for one year. This Amendment will extend the contract end date until March 1, 2025

Procurement History: The Contract was entered into after a written request for proposals was issued on July 20, 2020. Potential proposers were made aware of the availability of the RFP by advertisement in _Newsday_, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on August 27, 2020. Seven proposals were received and evaluated. The evaluation committee consisted of: Erick Bautista (IT), Steven Barry (IT), Daniel Ross (Assessment), Debra Chaffee Davis (PD), Sean Sallie (DPW). The proposals were scored and ranked. As a result of the scoring and ranking, four vendors were selected.

Description of General Provisions: For each of the GIS Support Services requested, the Contractor shall be required to prepare and submit a Statement of Work (SOW) and for all future changes in the SOW, detailing the scope, staffing plan, schedule and cost specific to the GIS Support Service being requested. The following illustrates services that may be requested in future SOWs as described above.

- i. Contractor shall provide on-call user support including problem resolution.
- ii. The Contractor shall perform data maintenance as required or as directed by the County. Data maintenance shall include, but not be limited to planning, support and execution of monthly geodatabase and systems maintenance activities.
- iii. The Contractor shall be responsible for new application development and for continuing application development on work previously completed and for work in progress. This shall include, but not be limited to:
 - a. Developing GIS Web Services
 - b. Developing GIS Web Applications
 - c. Developing Geoprocessing tools
- iv. The Contractor shall provide Systems Administration and Support.
- v. The Contractor shall provide support for implementing software upgrades.

Impact on Funding / Price Analysis: NA

Change in Contract from Prior Procurement: NA

Method of Source Selection:

☒ Contract amendment, extension, or renewal

Contract originally executed on: 03/01/2021

Original procurement method: RFP

MWBE Participation:

☒ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☒ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

<input type="checkbox"/> SDVOB
Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1750	DE	ITGEN-1750	DE505	ITGEN-1750 DE505	03	\$0.01
						TOTAL	\$0.01	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

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

Routing Slip

Department			
NIFS Entry	Rosemarie Torla	12/13/2023 03:54PM	Approved
NIFS Final Approval	Nancy Stanton	12/18/2023 10:57AM	Approved
Final Approval	Rosemarie Torla	12/18/2023 01:45PM	Approved
County Attorney			
Approval as to Form	Richard Soleymanzadeh	12/21/2023 09:23AM	Approved
RE & Insurance Verification	Grady Farnan	12/18/2023 01:59PM	Approved
NIFS Approval	Mary Nori	01/09/2024 10:00AM	Approved
Final Approval	Richard Soleymanzadeh	03/21/2024 01:38PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	12/18/2023 02:02PM	Approved
NIFA Approval	Irfan Qureshi	01/02/2024 03:24PM	Approved
Final Approval	Irfan Qureshi	01/02/2024 03:24PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	01/09/2024 12:55PM	Approved
DCE Compliance Approval	Robert Cleary	03/04/2024 11:09AM	Approved
Vertical DCE Approval	Arthur Walsh	03/15/2024 10:57AM	Approved
Final Approval	Arthur Walsh	03/15/2024 10:57AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/21/2024 01:40PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND LIRO GIS, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with LiRo GIS, Inc., for supplemental staffing, 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 with LiRo GIS, Inc.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the IT Department, having its principal office at 240 Old Country Road, Mineola, NY 11501, and (ii) LiRo GIS Inc., having an office located at 3 Aerial Way, Syosset, NY 11791, the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQIT21000001 between the County and Contractor, executed on behalf of the County on April 16, 2021 (the "Original Agreement"), the Contractor provides supplemental staffing services, 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 is from March 1, 2021 until March 1, 2024, unless sooner terminated in accordance with the terms of the Original Agreement, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total of five (5) years; and

WHEREAS, the County desires to extend the contract for one additional year, by exercising one of two extension options to extend the contract by one year.

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


1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 1, 2025, subject to earlier termination as provided for under the Amended Agreement.

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 Effective Date.

LiRo GIS, Inc.

By: 
Name: Richard Annitto
Title: Vice President
Date: 12/6/2023

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

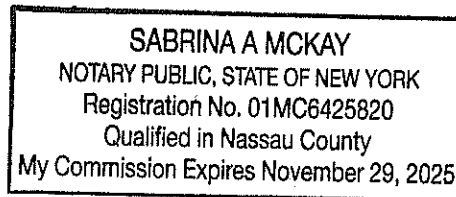
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 6th day of December in the year 2023 before me personally came Richard Anniro to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Vice President of LiRo GIS 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.

Sabrina A. McKay
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC



Nassau County Interim Finance Authority

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

1. Vendor: LiRo GIS, Inc.

2. Amount requiring NIFA approval: \$0.01

Amount to be encumbered: \$0.01

Slip Type: Amendment

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

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

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

3. Contract Term: 03/01/2024 to 03/01/2025

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

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

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

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

This is an Amendment to exercise the option to extend the contract for one additional year, as described in the terms of the original agreement (CQIT21000001), Section 1. "Term". The purpose of the original agreement was for Nassau County Department of Information Technology, in the event they identify a need for individual or project related supplemental staffing services. To meet these needs NCIT established this agreement with LiRo GIS, to address the needs related to the GIS (Graphical Information System) project. NCIT is currently utilizing four consultants placed by this vendor, for support on the GIS project underway.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
CQIT20000003	12/11/2023	\$0.00

AUTHORIZATION

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

IQURESHI

01/02/2024

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE



NANCY STANTON
COMMISSIONER I.T.

COUNTY OF NASSAU
DEPARTMENT OF INFORMATION TECHNOLOGY

Date: January 30, 2024
To: Robert Cleary
From: Nancy Stanton
Subject: Adverse Findings - to LiRo Engineers, Inc
Re: Amendment for Liro GIS, Inc, CLIT23000006, and CLIT23000008

NCIT has utilized LiRo GIS, Inc. in its capacity to provide supplement staffing for technical support staff, on specific projects, since 1990. LiRo GIS, Inc. is currently providing critical support staff and technical consultants, with various expertise' in Geographic Information Systems. LiRo GIS, Inc, provides NCIT one full time technical coder and five part-time technical coders that are requested as needed for specific tasks requiring their expertise.

The only affiliation between LiRo GIS, Inc and LiRo Engineers, Inc., is that they are owned by the same entity. LiRo Engineers, Inc. provides a multitude of engineering and environmental related services to its clients. While performing these services, LiRo Engineers, Inc, was cited on several violations that resulted in minor fines. All violations were resolved, fines were paid, and the matters are now closed. The nature and amount of the fines were minor.

We do not believe that these events provide evidence of any potential lapse in vendor support to Nassau County.

LiRo GIS, Inc. has performed well for NCIT, in providing the GIS expertise, and supplemental staffing. There is no reason to believe that the adverse information related to LiRo Engineers, Inc., has any materiality to the services provided to NCIT, and their ability to continue to provide service to the County.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☒ NO ☐ If yes, to what campaign committee?

Friends of Edward Mangano
Friends of Norma Gonsolves
Lewis Yevoli
Steven Labriola
Jack Martins
Rose Walker
Richard Nicoello
Laura Curran
Jack Schnirman
Jennifer Garber
Bruce Blakeman
Friends of James Kennedy
Friends of Laura Burns
Friends of Scott Strauss

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

Dated: 10/09/2023 09:14:29 am

Vendor: LiRo GIS, Inc.

Title: Chairman, CEO, President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael Bailey, PE
Date of birth: 06/06/1962
Home address: 23 Cobblers Lane

City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746
Country: US

Business Address: 3 Aerial Way

City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 516-938-5476

Other present address(es):

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

List of other addresses and telephone numbers attached

Type Business
Description _____
Address 1266 E. Main Street, Soundview Plaza, Suite 700R

City: Stamford State/Province/Territory: CT Zip/Postal Code: 06902
Country: US
Phone: (203) 992-4560

Type Business
Description _____
Address 141-07 20th Avenue, Suite 503

City: Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country: US
Phone: (718) 445-5295

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

Type	Business		
Description			
Address	333 Thornall Street		
City	Edison	State/Province/ Territory:	NJ
Country	US	Zip/Postal Code:	08837
Phone			

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

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

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

Country	US
Phone	(716) 882-5476

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

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

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

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

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

Type	Other
Description	Senior Vice President

Start Date 08/07/2018

Type Other

Description Executive Vice President

Start Date 01/15/2020

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Officer of LiRo Program and Construction Management, PE P.C.

LiRo Engineers, Inc.

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

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

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

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

See attached

1 File(s) uploaded: PQ Q11 Attachment.pdf

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

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

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

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

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

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

CERTIFICATION

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

LiRo GIS, Inc.

Name of submitting business

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

Michael Bailey, PE BAILEYM@LIRO.COM

Executive Vice President

Title

10/09/2023 09:33:15 am

Date

Question 11 Attachment

VIOLATIONS

1.

Agency: New York State Department of Labor

Violation No.: 26335922

Circumstances: On June 13, 2018, LiRo Engineers, Inc. ("LiRo"), was cited by the New York State Department of Labor, Asbestos Control Bureau, for a violation of 12 NYCRR 56-9.1.D.1 for failure to conduct a visual inspection for completeness of abatement and completeness of cleanup at the site. The parties entered into a Stipulation of Settlement whereby LiRo agreed to pay a settlement fee of \$750. Payment was made by LiRo in November 2018, and this matter is now closed.

2.

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

Violation No.: 050051951R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000.00

Circumstances: On June 26, 2018, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Staten Island, New York. The inspector from the NYDEP reported that he observed an air sampling pump on the ground in violation of section 1-42(A). Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$1,000.00. This matter is now closed.

3.

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

Violation No.: 0500051032X

Determination: LiRo agreed to pay a stipulated penalty of \$2000.

Circumstances: On March 17, 2018 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37 (F), failure to maintain air monitoring project log in a bound notebook and RCNY Section RCNY 1-41(c), failure to conduct air sampling during abatement as required .The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air sampling under the direction of the DASNY. This matter is now closed

4.

Caption: Commissioner of the New York State Dept. of Labor v. LiRo Engineers, Inc.

Violation No.: 26379009

Determination: LiRo agreed to pay a stipulated penalty of \$1,050.00

Circumstances: The project involved removal of damaged asbestos pipe insulation. The inspector contends that the project removal of damaged asbestos pipe insulation in the attic as well as a cleanup of loose fill attic insulation was considered contaminated, and required a variance to conduct the cleanup. The pre-demolition asbestos survey produced confirmed that the attic insulation was non-asbestos (cellulose) and in poor condition. The asbestos project notification listed the "Type of Asbestos Work" as "Pipe Related" and "Clean up". No variance was received for the project. A stipulation of this matter was reached on September 5, 2019. There was a settlement and a penalty fee accepted of \$1,050.00. The matter is now closed.

5.

Caption: Commissioner of the Department of Environmental Protection of the City of New York v. LiRo Engineers, Inc.

Violation No.: 50054042N

Determination: LiRo agreed to pay a stipulated penalty of \$1500.

Circumstances: On April 22, 2019 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41 (C). The Auditor from the NYDEP Asbestos Control Program cited LiRo for not conducting air sampling pumps during abatement, as per 1-41 (C). The auditor observed no workers inside the work area as well as floor tiles that were removed. A hearing was held on August 16th and September 6, 2019. A stipulation of this matter was reached on September 6, 2019. There was a settlement and a penalty fee accepted of \$1500. The matter is now closed.

An additional violation was issued from the New York City Department of Finance, Oath Violation Processing Division. The violation amount is for \$450.00 for the same violation as stipulated to on 9/6/19. No indication of this separate amount was indicated in the live hearing attended, nor was this additional violation cited on the paperwork from the OATH hearing. However, the additional violation was sent to LiRo Engineers, Inc. at 690 Delaware Ave, Buffalo, NY and as such, a fine is due per the letter from NYC Department of Finance. The matter is now closed.

Total Penalty Paid: \$1500 plus \$450 fine. = \$1950.00

6.

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

Violation Nos.: 051002434Y, 051002433M, 051002432K, 051002430R, 051002431Z, 051002427X, 051002429J, 051002425M, 051002426Y, 051002428H

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

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

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$10,000.00. This matter is now closed.

7.

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

Violation No.: 05100324L

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

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of \$1,500. This matter is now closed.

8.

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

Violation No.: 051003316P

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

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of \$1500 for the violation of Section 1-41 (c) and \$1000 for the violation of Section 1-42 (a). The total penalty amount due is \$2,500. This matter is now closed.

9.

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

Violation Nos.: 051003696Z

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

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

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

10.

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

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

12.

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

Violation No.: 0051004102R

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

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

13.

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

Violation No.: 051004210Y

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15 RCNY 1-51(f)

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

14.

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

Violation No.: 051004424J

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

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

15.

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

Violation No.: 051004402Z

Determination: LiRo agreed to pay a stipulated penalty of \$4,000 for violation of 1-37 (F), 1-41(C), and 1-42(A).

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

16.

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

Violation No.: 051004900L

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

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

17.

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

Violation No.: 051004968H

Determination: LiRo agreed to pay a stipulated penalty of \$3,000 for violation of Section 1-36(A).

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

18.

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

Violation No.: 051005033R

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 1-42(D)

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

19.

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

Violation No.: 051005594R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-36(B).

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

20.

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

Violation No.: 051005820X

Determination: LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty. This matter is now closed.

21.

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

Violation No.: 051006403J

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-108(I).

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

22.

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

Violation No.: #051006429H

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-42(A).

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

23.

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

Violation No.: #051006498L

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

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

24.

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

Violation No.: #051006428X

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

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

25.

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

Violation No.: #051006971H

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15RCNY1-41(c).

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

26.

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

Violation No.: # 051007440N

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of 15RCNY1-51(e)

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

OSHA Violation

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

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.



Summary of the Regulatory Incidents

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

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations. Our efforts have been successful as the number of violations decreased from nine (9) in 2021, six (6) in 2022 to only one (1) in 2023.

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

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

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

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Alfred Bereche
Date of birth: 11/20/1964
Home address: 49 Wintercress Lane

City: East Northport State/Province/
Territory: NY Zip/Postal
Code: 11731
Country: US

Business Address: 3 Aerial Way

City: Syosset State/Province/
Territory: NY Zip/Postal
Code: 11791
Country: US
Telephone: 5169385476

Other present address(es):

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

List of other addresses and telephone numbers attached

Type Business
Description _____
Address 1266 East Main Street, Soundview Plaza, Suite 700R

City: Stamford State/Province/
Territory: CT Zip/Postal
Code: 06902
Country: US
Phone: (203) 992-4560

Type Business
Description _____
Address 141-07 20th Avenue, Suite 403

City: Whitestone State/Province/
Territory: NY Zip/Postal
Code: 11357
Country: US
Phone: (718) 445-5295

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

Type	Business		
Description			
Address	333 Thornall Street		
City	Edison	State/Province/ Territory:	NJ
Country	US	Zip/Postal Code:	08837
Phone			

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

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

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

Country	US
Phone	(716) 882-5476

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

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

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

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

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

Type	Other
Description	Senior Vice President, General Counsel, Secretary

Start Date 10/24/2018

Type Other

Description Executive Vice President, General Counsel, Secretary

Start Date 04/01/2021

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

An officer of the following companies:
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
Monitor Builders, Inc.
LiRo Engineers, Inc.

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

YES ☒ NO ☐ If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, NYC and NYS agencies.

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

See Attached

1 File(s) uploaded: PQ Q11 Attachment.pdf

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

LiRo GIS, Inc.

Name of submitting business

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

Alfred Bereche BERECHA@LIRO.COM

Executive Vice President, General Counsel & Secretary

Title

10/09/2023 09:29:33 am

Date

Question 11 Attachment

VIOLATIONS

1.

Agency: New York State Department of Labor

Violation No.: 26335922

Circumstances: On June 13, 2018, LiRo Engineers, Inc. ("LiRo"), was cited by the New York State Department of Labor, Asbestos Control Bureau, for a violation of 12 NYCRR 56-9.1.D.1 for failure to conduct a visual inspection for completeness of abatement and completeness of cleanup at the site. The parties entered into a Stipulation of Settlement whereby LiRo agreed to pay a settlement fee of \$750. Payment was made by LiRo in November 2018, and this matter is now closed.

2.

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

Violation No.: 050051951R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000.00

Circumstances: On June 26, 2018, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Staten Island, New York. The inspector from the NYDEP reported that he observed an air sampling pump on the ground in violation of section 1-42(A). Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$1,000.00. This matter is now closed.

3.

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

Violation No.: 0500051032X

Determination: LiRo agreed to pay a stipulated penalty of \$2000.

Circumstances: On March 17, 2018 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37 (F), failure to maintain air monitoring project log in a bound notebook and RCNY Section RCNY 1-41(c), failure to conduct air sampling during abatement as required .The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air sampling under the direction of the DASNY. This matter is now closed

4.

Caption: Commissioner of the New York State Dept. of Labor v. LiRo Engineers, Inc.

Violation No.: 26379009

Determination: LiRo agreed to pay a stipulated penalty of \$1,050.00

Circumstances: The project involved removal of damaged asbestos pipe insulation. The inspector contends that the project removal of damaged asbestos pipe insulation in the attic as well as a cleanup of loose fill attic insulation was considered contaminated, and required a variance to conduct the cleanup. The pre-demolition asbestos survey produced confirmed that the attic insulation was non-asbestos (cellulose) and in poor condition. The asbestos project notification listed the "Type of Asbestos Work" as "Pipe Related" and "Clean up". No variance was received for the project. A stipulation of this matter was reached on September 5, 2019. There was a settlement and a penalty fee accepted of \$1,050.00. The matter is now closed.

5.

Caption: Commissioner of the Department of Environmental Protection of the City of New York v. LiRo Engineers, Inc.

Violation No.: 50054042N

Determination: LiRo agreed to pay a stipulated penalty of \$1500.

Circumstances: On April 22, 2019 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41 (C). The Auditor from the NYDEP Asbestos Control Program cited LiRo for not conducting air sampling pumps during abatement, as per 1-41 (C). The auditor observed no workers inside the work area as well as floor tiles that were removed. A hearing was held on August 16th and September 6, 2019. A stipulation of this matter was reached on September 6, 2019. There was a settlement and a penalty fee accepted of \$1500. The matter is now closed.

An additional violation was issued from the New York City Department of Finance, Oath Violation Processing Division. The violation amount is for \$450.00 for the same violation as stipulated to on 9/6/19. No indication of this separate amount was indicated in the live hearing attended, nor was this additional violation cited on the paperwork from the OATH hearing. However, the additional violation was sent to LiRo Engineers, Inc. at 690 Delaware Ave, Buffalo, NY and as such, a fine is due per the letter from NYC Department of Finance. The matter is now closed.

Total Penalty Paid: \$1500 plus \$450 fine. = \$1950.00

6.

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

Violation Nos.: 051002434Y, 051002433M, 051002432K, 051002430R, 051002431Z, 051002427X, 051002429J, 051002425M, 051002426Y, 051002428H

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

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

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$10,000.00. This matter is now closed.

7.

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

Violation No.: 05100324L

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

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of \$1,500. This matter is now closed.

8.

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

Violation No.: 051003316P

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

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of \$1500 for the violation of Section 1-41 (c) and \$1000 for the violation of Section 1-42 (a). The total penalty amount due is \$2,500. This matter is now closed.

9.

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

Violation Nos.: 051003696Z

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

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

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

10.

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

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

12.

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

Violation No.: 0051004102R

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

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

13.

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

Violation No.: 051004210Y

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15 RCNY 1-51(f)

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

14.

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

Violation No.: 051004424J

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

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

15.

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

Violation No.: 051004402Z

Determination: LiRo agreed to pay a stipulated penalty of \$4,000 for violation of 1-37 (F), 1-41(C), and 1-42(A).

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

16.

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

Violation No.: 051004900L

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

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

17.

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

Violation No.: 051004968H

Determination: LiRo agreed to pay a stipulated penalty of \$3,000 for violation of Section 1-36(A).

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

18.

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

Violation No.: 051005033R

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 1-42(D)

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

19.

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

Violation No.: 051005594R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-36(B).

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

20.

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

Violation No.: 051005820X

Determination: LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty. This matter is now closed.

21.

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

Violation No.: 051006403J

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-108(I).

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

22.

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

Violation No.: #051006429H

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-42(A).

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

23.

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

Violation No.: #051006498L

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

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

24.

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

Violation No.: #051006428X

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

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

25.

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

Violation No.: #051006971H

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15RCNY1-41(c).

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

26.

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

Violation No.: # 051007440N

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of 15RCNY1-51(e)

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

OSHA Violation

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

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.



Summary of the Regulatory Incidents

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

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations. Our efforts have been successful as the number of violations decreased from nine (9) in 2021, six (6) in 2022 to only one (1) in 2023.

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

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

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

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Lawrence H. Blond, PE
Date of birth: 02/08/1957
Home address: 30 Martin Place

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

Business Address: 3 Aerial Way

City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 516-938-5476

Other present address(es):

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

List of other addresses and telephone numbers attached

Type Business
Description _____
Address 1266 E. Main Street, Soundview Plaza, Suite 700R

City: Stamford State/Province/Territory: CT Zip/Postal Code: 06902
Country: US
Phone: (203) 992-4560

Type Business
Description _____
Address 141-07 20th Avenue, Suite 503

City: Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country: US
Phone: (718) 445-5295

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

Type	Business		
Description			
Address	333 Thornall Street		
City	Edison	State/Province/ Territory:	NJ
Country	US	Zip/Postal Code:	08837
Phone			

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

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

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

Country	US
Phone	(716) 882-5476

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

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

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

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

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

Type	Other
Description	Senior Vice President

Start Date 08/07/2018

Type Other

Description Executive Vice President

Start Date 01/15/2020

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Officer of:

LiRo Program and Construction Management, PE P.C.

LiRo Engineers, Inc.

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

Monitor Builders, Inc.

LiRo Constructors, Inc.

LiRo Program and Construction Management, Inc. (CA)

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

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

cause?

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

See attached

1 File(s) uploaded: PQ Q11 Attachment.pdf

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

CERTIFICATION

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

LiRo GIS, Inc.

Name of submitting business

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

Lawrence H. Blond, PE BLONDL@LIRO.COM

Executive Vice President

Title

10/09/2023 09:34:31 am

Date

Question 11 Attachment

VIOLATIONS

1.

Agency: New York State Department of Labor

Violation No.: 26335922

Circumstances: On June 13, 2018, LiRo Engineers, Inc. ("LiRo"), was cited by the New York State Department of Labor, Asbestos Control Bureau, for a violation of 12 NYCRR 56-9.1.D.1 for failure to conduct a visual inspection for completeness of abatement and completeness of cleanup at the site. The parties entered into a Stipulation of Settlement whereby LiRo agreed to pay a settlement fee of \$750. Payment was made by LiRo in November 2018, and this matter is now closed.

2.

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

Violation No.: 050051951R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000.00

Circumstances: On June 26, 2018, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Staten Island, New York. The inspector from the NYDEP reported that he observed an air sampling pump on the ground in violation of section 1-42(A). Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$1,000.00. This matter is now closed.

3.

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

Violation No.: 0500051032X

Determination: LiRo agreed to pay a stipulated penalty of \$2000.

Circumstances: On March 17, 2018 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37 (F), failure to maintain air monitoring project log in a bound notebook and RCNY Section RCNY 1-41(c), failure to conduct air sampling during abatement as required .The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air sampling under the direction of the DASNY. This matter is now closed

4.

Caption: Commissioner of the New York State Dept. of Labor v. LiRo Engineers, Inc.

Violation No.: 26379009

Determination: LiRo agreed to pay a stipulated penalty of \$1,050.00

Circumstances: The project involved removal of damaged asbestos pipe insulation. The inspector contends that the project removal of damaged asbestos pipe insulation in the attic as well as a cleanup of loose fill attic insulation was considered contaminated, and required a variance to conduct the cleanup. The pre-demolition asbestos survey produced confirmed that the attic insulation was non-asbestos (cellulose) and in poor condition. The asbestos project notification listed the "Type of Asbestos Work" as "Pipe Related" and "Clean up". No variance was received for the project. A stipulation of this matter was reached on September 5, 2019. There was a settlement and a penalty fee accepted of \$1,050.00. The matter is now closed.

5.

Caption: Commissioner of the Department of Environmental Protection of the City of New York v. LiRo Engineers, Inc.

Violation No.: 50054042N

Determination: LiRo agreed to pay a stipulated penalty of \$1500.

Circumstances: On April 22, 2019 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41 (C). The Auditor from the NYDEP Asbestos Control Program cited LiRo for not conducting air sampling pumps during abatement, as per 1-41 (C). The auditor observed no workers inside the work area as well as floor tiles that were removed. A hearing was held on August 16th and September 6, 2019. A stipulation of this matter was reached on September 6, 2019. There was a settlement and a penalty fee accepted of \$1500. The matter is now closed.

An additional violation was issued from the New York City Department of Finance, Oath Violation Processing Division. The violation amount is for \$450.00 for the same violation as stipulated to on 9/6/19. No indication of this separate amount was indicated in the live hearing attended, nor was this additional violation cited on the paperwork from the OATH hearing. However, the additional violation was sent to LiRo Engineers, Inc. at 690 Delaware Ave, Buffalo, NY and as such, a fine is due per the letter from NYC Department of Finance. The matter is now closed.

Total Penalty Paid: \$1500 plus \$450 fine. = \$1950.00

6.

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

Violation Nos.: 051002434Y, 051002433M, 051002432K, 051002430R, 051002431Z, 051002427X, 051002429J, 051002425M, 051002426Y, 051002428H

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

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

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$10,000.00. This matter is now closed.

7.

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

Violation No.: 05100324L

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

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of \$1,500. This matter is now closed.

8.

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

Violation No.: 051003316P

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

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of \$1500 for the violation of Section 1-41 (c) and \$1000 for the violation of Section 1-42 (a). The total penalty amount due is \$2,500. This matter is now closed.

9.

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

Violation Nos.: 051003696Z

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

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

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

10.

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

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

12.

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

Violation No.: 0051004102R

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

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

13.

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

Violation No.: 051004210Y

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15 RCNY 1-51(f)

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

14.

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

Violation No.: 051004424J

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

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

15.

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

Violation No.: 051004402Z

Determination: LiRo agreed to pay a stipulated penalty of \$4,000 for violation of 1-37 (F), 1-41(C), and 1-42(A).

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

16.

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

Violation No.: 051004900L

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

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

17.

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

Violation No.: 051004968H

Determination: LiRo agreed to pay a stipulated penalty of \$3,000 for violation of Section 1-36(A).

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

18.

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

Violation No.: 051005033R

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 1-42(D)

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

19.

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

Violation No.: 051005594R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-36(B).

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

20.

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

Violation No.: 051005820X

Determination: LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty. This matter is now closed.

21.

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

Violation No.: 051006403J

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-108(I).

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

22.

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

Violation No.: #051006429H

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-42(A).

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

23.

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

Violation No.: #051006498L

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

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

24.

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

Violation No.: #051006428X

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

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

25.

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

Violation No.: #051006971H

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15RCNY1-41(c).

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

26.

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

Violation No.: # 051007440N

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of 15RCNY1-51(e)

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

OSHA Violation

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

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.



Summary of the Regulatory Incidents

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

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations. Our efforts have been successful as the number of violations decreased from nine (9) in 2021, six (6) in 2022 to only one (1) in 2023.

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

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

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

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael Burton, PE
Date of birth: 08/01/1962
Home address: 880 Pacific Street, Apt. 1762

City: Stamford State/Province/Territory: CT Zip/Postal Code: 06902
Country: US

Business Address: 3 Aerial Way

City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 516-938-5476

Other present address(es):

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

List of other addresses and telephone numbers attached

Type Business
Description _____
Address 1266 E. Main Street, Soundview Plaza, Suite 700R

City: Stamford State/Province/Territory: CT Zip/Postal Code: 06902
Country: US
Phone: (203) 992-4560

Type Business
Description _____
Address 141-07 20th Avenue, Suite 503

City: Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country: US
Phone: (718) 445-5295

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

Type	Business		
Description			
Address	333 Thornall Street		
City	Edison	State/Province/ Territory:	NJ
Country	US	Zip/Postal Code:	08837
Phone			

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

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

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

Country	US
Phone	(716) 882-5476

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

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

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

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

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

Type	Other
Description	Senior Vice President

Start Date 08/07/2018

Type Other

Description Executive Vice President

Start Date 01/15/2020

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

YES ☒ NO ☐ If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
- 9.
- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

See attached

1 File(s) uploaded: PQ Q11 Attachment.pdf

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

LiRo GIS, Inc.

Name of submitting business

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

Michael Burton, PE BURTONM@LIRO.COM

Executive Vice President

Title

10/09/2023 09:32:02 am

Date

Question 11 Attachment

VIOLATIONS

1.

Agency: New York State Department of Labor

Violation No.: 26335922

Circumstances: On June 13, 2018, LiRo Engineers, Inc. ("LiRo"), was cited by the New York State Department of Labor, Asbestos Control Bureau, for a violation of 12 NYCRR 56-9.1.D.1 for failure to conduct a visual inspection for completeness of abatement and completeness of cleanup at the site. The parties entered into a Stipulation of Settlement whereby LiRo agreed to pay a settlement fee of \$750. Payment was made by LiRo in November 2018, and this matter is now closed.

2.

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

Violation No.: 050051951R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000.00

Circumstances: On June 26, 2018, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Staten Island, New York. The inspector from the NYDEP reported that he observed an air sampling pump on the ground in violation of section 1-42(A). Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$1,000.00. This matter is now closed.

3.

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

Violation No.: 0500051032X

Determination: LiRo agreed to pay a stipulated penalty of \$2000.

Circumstances: On March 17, 2018 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37 (F), failure to maintain air monitoring project log in a bound notebook and RCNY Section RCNY 1-41(c), failure to conduct air sampling during abatement as required .The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air sampling under the direction of the DASNY. This matter is now closed

4.

Caption: Commissioner of the New York State Dept. of Labor v. LiRo Engineers, Inc.

Violation No.: 26379009

Determination: LiRo agreed to pay a stipulated penalty of \$1,050.00

Circumstances: The project involved removal of damaged asbestos pipe insulation. The inspector contends that the project removal of damaged asbestos pipe insulation in the attic as well as a cleanup of loose fill attic insulation was considered contaminated, and required a variance to conduct the cleanup. The pre-demolition asbestos survey produced confirmed that the attic insulation was non-asbestos (cellulose) and in poor condition. The asbestos project notification listed the "Type of Asbestos Work" as "Pipe Related" and "Clean up". No variance was received for the project. A stipulation of this matter was reached on September 5, 2019. There was a settlement and a penalty fee accepted of \$1,050.00. The matter is now closed.

5.

Caption: Commissioner of the Department of Environmental Protection of the City of New York v. LiRo Engineers, Inc.

Violation No.: 50054042N

Determination: LiRo agreed to pay a stipulated penalty of \$1500.

Circumstances: On April 22, 2019 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41 (C). The Auditor from the NYDEP Asbestos Control Program cited LiRo for not conducting air sampling pumps during abatement, as per 1-41 (C). The auditor observed no workers inside the work area as well as floor tiles that were removed. A hearing was held on August 16th and September 6, 2019. A stipulation of this matter was reached on September 6, 2019. There was a settlement and a penalty fee accepted of \$1500. The matter is now closed.

An additional violation was issued from the New York City Department of Finance, Oath Violation Processing Division. The violation amount is for \$450.00 for the same violation as stipulated to on 9/6/19. No indication of this separate amount was indicated in the live hearing attended, nor was this additional violation cited on the paperwork from the OATH hearing. However, the additional violation was sent to LiRo Engineers, Inc. at 690 Delaware Ave, Buffalo, NY and as such, a fine is due per the letter from NYC Department of Finance. The matter is now closed.

Total Penalty Paid: \$1500 plus \$450 fine. = \$1950.00

6.

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

Violation Nos.: 051002434Y, 051002433M, 051002432K, 051002430R, 051002431Z, 051002427X, 051002429J, 051002425M, 051002426Y, 051002428H

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

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

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$10,000.00. This matter is now closed.

7.

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

Violation No.: 05100324L

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

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of \$1,500. This matter is now closed.

8.

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

Violation No.: 051003316P

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

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of \$1500 for the violation of Section 1-41 (c) and \$1000 for the violation of Section 1-42 (a). The total penalty amount due is \$2,500. This matter is now closed.

9.

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

Violation Nos.: 051003696Z

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

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

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

10.

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

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

12.

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

Violation No.: 0051004102R

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

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

13.

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

Violation No.: 051004210Y

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15 RCNY 1-51(f)

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

14.

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

Violation No.: 051004424J

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

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

15.

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

Violation No.: 051004402Z

Determination: LiRo agreed to pay a stipulated penalty of \$4,000 for violation of 1-37 (F), 1-41(C), and 1-42(A).

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

16.

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

Violation No.: 051004900L

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

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

17.

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

Violation No.: 051004968H

Determination: LiRo agreed to pay a stipulated penalty of \$3,000 for violation of Section 1-36(A).

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

18.

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

Violation No.: 051005033R

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 1-42(D)

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

19.

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

Violation No.: 051005594R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-36(B).

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

20.

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

Violation No.: 051005820X

Determination: LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty. This matter is now closed.

21.

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

Violation No.: 051006403J

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-108(I).

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

22.

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

Violation No.: #051006429H

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-42(A).

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

23.

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

Violation No.: #051006498L

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

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

24.

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

Violation No.: #051006428X

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

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

25.

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

Violation No.: #051006971H

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15RCNY1-41(c).

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

26.

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

Violation No.: # 051007440N

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of 15RCNY1-51(e)

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

OSHA Violation

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

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.



Summary of the Regulatory Incidents

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

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations. Our efforts have been successful as the number of violations decreased from nine (9) in 2021, six (6) in 2022 to only one (1) in 2023.

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

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

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

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Paul Levine
Date of birth: 03/19/1981
Home address: 4 Hickory Lane
City: Bedford State/Province/Territory: NY Zip/Postal Code: 10506
Country: US

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

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

List of other addresses and telephone numbers attached

Type Business
Description _____
Address 1266 East Main Street, Soundview Plaza, Suite 700R
City: Stamford State/Province/Territory: CT Zip/Postal Code: 06902
Country: US
Phone: (203) 989-4790

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

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

Type	Business		
Description			
Address	333 Thornall Street		
City	Edison	State/Province/ Territory:	NJ
Country	US	Zip/Postal Code:	08837
Phone			

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

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

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

Country	US
Phone	(716) 882-5476

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

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

Type	Business		
Description			
Address	One State Street		
City	New York	State/Province/Territory:	NY
Country	US	Zip/Postal Code:	10004
Phone	(212) 563-0289		

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	10/01/2021	Partner	
Vice President	05/03/2021		
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

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

YES ☒ NO ☐ If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, NYC and NYS agencies.

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

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

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

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

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

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

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

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the

subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

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

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

See attached

1 File(s) uploaded: PQ Q11 Attachment.pdf

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

LiRo GIS, Inc.

Name of submitting business

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

Paul Levine LEVINEP@LIRO.COM

Vice President, Chief Financial Officer

Title

10/09/2023 09:28:01 am

Date

Question 11 Attachment

VIOLATIONS

1.

Agency: New York State Department of Labor

Violation No.: 26335922

Circumstances: On June 13, 2018, LiRo Engineers, Inc. ("LiRo"), was cited by the New York State Department of Labor, Asbestos Control Bureau, for a violation of 12 NYCRR 56-9.1.D.1 for failure to conduct a visual inspection for completeness of abatement and completeness of cleanup at the site. The parties entered into a Stipulation of Settlement whereby LiRo agreed to pay a settlement fee of \$750. Payment was made by LiRo in November 2018, and this matter is now closed.

2.

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

Violation No.: 050051951R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000.00

Circumstances: On June 26, 2018, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Staten Island, New York. The inspector from the NYDEP reported that he observed an air sampling pump on the ground in violation of section 1-42(A). Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$1,000.00. This matter is now closed.

3.

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

Violation No.: 0500051032X

Determination: LiRo agreed to pay a stipulated penalty of \$2000.

Circumstances: On March 17, 2018 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37 (F), failure to maintain air monitoring project log in a bound notebook and RCNY Section RCNY 1-41(c), failure to conduct air sampling during abatement as required .The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air sampling under the direction of the DASNY. This matter is now closed

4.

Caption: Commissioner of the New York State Dept. of Labor v. LiRo Engineers, Inc.

Violation No.: 26379009

Determination: LiRo agreed to pay a stipulated penalty of \$1,050.00

Circumstances: The project involved removal of damaged asbestos pipe insulation. The inspector contends that the project removal of damaged asbestos pipe insulation in the attic as well as a cleanup of loose fill attic insulation was considered contaminated, and required a variance to conduct the cleanup. The pre-demolition asbestos survey produced confirmed that the attic insulation was non-asbestos (cellulose) and in poor condition. The asbestos project notification listed the "Type of Asbestos Work" as "Pipe Related" and "Clean up". No variance was received for the project. A stipulation of this matter was reached on September 5, 2019. There was a settlement and a penalty fee accepted of \$1,050.00. The matter is now closed.

5.

Caption: Commissioner of the Department of Environmental Protection of the City of New York v. LiRo Engineers, Inc.

Violation No.: 50054042N

Determination: LiRo agreed to pay a stipulated penalty of \$1500.

Circumstances: On April 22, 2019 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41 (C). The Auditor from the NYDEP Asbestos Control Program cited LiRo for not conducting air sampling pumps during abatement, as per 1-41 (C). The auditor observed no workers inside the work area as well as floor tiles that were removed. A hearing was held on August 16th and September 6, 2019. A stipulation of this matter was reached on September 6, 2019. There was a settlement and a penalty fee accepted of \$1500. The matter is now closed.

An additional violation was issued from the New York City Department of Finance, Oath Violation Processing Division. The violation amount is for \$450.00 for the same violation as stipulated to on 9/6/19. No indication of this separate amount was indicated in the live hearing attended, nor was this additional violation cited on the paperwork from the OATH hearing. However, the additional violation was sent to LiRo Engineers, Inc. at 690 Delaware Ave, Buffalo, NY and as such, a fine is due per the letter from NYC Department of Finance. The matter is now closed.

Total Penalty Paid: \$1500 plus \$450 fine. = \$1950.00

6.

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

Violation Nos.: 051002434Y, 051002433M, 051002432K, 051002430R, 051002431Z, 051002427X, 051002429J, 051002425M, 051002426Y, 051002428H

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

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

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$10,000.00. This matter is now closed.

7.

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

Violation No.: 05100324L

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

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of \$1,500. This matter is now closed.

8.

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

Violation No.: 051003316P

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

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of \$1500 for the violation of Section 1-41 (c) and \$1000 for the violation of Section 1-42 (a). The total penalty amount due is \$2,500. This matter is now closed.

9.

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

Violation Nos.: 051003696Z

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

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

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

10.

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

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

12.

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

Violation No.: 0051004102R

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

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

13.

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

Violation No.: 051004210Y

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15 RCNY 1-51(f)

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

14.

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

Violation No.: 051004424J

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

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

15.

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

Violation No.: 051004402Z

Determination: LiRo agreed to pay a stipulated penalty of \$4,000 for violation of 1-37 (F), 1-41(C), and 1-42(A).

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

16.

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

Violation No.: 051004900L

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

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

17.

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

Violation No.: 051004968H

Determination: LiRo agreed to pay a stipulated penalty of \$3,000 for violation of Section 1-36(A).

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

18.

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

Violation No.: 051005033R

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 1-42(D)

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

19.

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

Violation No.: 051005594R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-36(B).

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

20.

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

Violation No.: 051005820X

Determination: LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty. This matter is now closed.

21.

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

Violation No.: 051006403J

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-108(I).

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

22.

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

Violation No.: #051006429H

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-42(A).

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

23.

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

Violation No.: #051006498L

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

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

24.

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

Violation No.: #051006428X

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

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

25.

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

Violation No.: #051006971H

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15RCNY1-41(c).

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

26.

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

Violation No.: # 051007440N

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of 15RCNY1-51(e)

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

OSHA Violation

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

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.



Summary of the Regulatory Incidents

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

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations. Our efforts have been successful as the number of violations decreased from nine (9) in 2021, six (6) in 2022 to only one (1) in 2023.

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

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

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

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph Massa, CCM
Date of birth: 10/26/1961
Home address: 115 Lagoon Boulevard

City:	<u>Massapequa</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11758</u>
Country:	<u>US</u>				

Business Address: 3 Aerial Way

City:	<u>Syosset</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11791</u>
Country:	<u>US</u>				
Telephone:	<u>5169385476</u>				

Other present address(es):

City:		State/Province/ Territory:		Zip/Postal Code:	
Country:					
Telephone:					

List of other addresses and telephone numbers attached

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

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

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

Type	Business		
Description			
Address	333 Thornall Street		
City	Edison	State/Province/ Territory:	NJ
Country	US	Zip/Postal Code:	08837
Phone			

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

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

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

Country	US
Phone	(716) 882-5476

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

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

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

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

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

Type	Other
Description	Senior Vice President/CAO

Start Date 10/01/2018

Type Other

Description Executive Vice President, COO

Start Date 10/20/2020

Type Other

Description Executive Vice President, COO, Assistant Secretary

Start Date 04/27/2022

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Officer for the following companies:

LiRo Engineers, Inc.

LiRo Constructors, Inc.

LiRo Program and Construction Management, Inc.

Monitor Builders, Inc.

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

YES ☒ NO ☐ If Yes, provide details.

Affiliated companies have had numerous contracts with Nassau County, Suffolk County, NYC and NYS agencies.

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

See attached

1 File(s) uploaded: PQ Q11 Attachment.pdf

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

LiRo GIS, Inc.

Name of submitting business

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

Joseph Massa, CCM MASSAJ@LIRO.COM

Executive Vice President, Chief Operating Officer

Title

10/09/2023 09:30:42 am

Date

Question 11 Attachment

VIOLATIONS

1.

Agency: New York State Department of Labor

Violation No.: 26335922

Circumstances: On June 13, 2018, LiRo Engineers, Inc. ("LiRo"), was cited by the New York State Department of Labor, Asbestos Control Bureau, for a violation of 12 NYCRR 56-9.1.D.1 for failure to conduct a visual inspection for completeness of abatement and completeness of cleanup at the site. The parties entered into a Stipulation of Settlement whereby LiRo agreed to pay a settlement fee of \$750. Payment was made by LiRo in November 2018, and this matter is now closed.

2.

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

Violation No.: 050051951R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000.00

Circumstances: On June 26, 2018, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Staten Island, New York. The inspector from the NYDEP reported that he observed an air sampling pump on the ground in violation of section 1-42(A). Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$1,000.00. This matter is now closed.

3.

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

Violation No.: 0500051032X

Determination: LiRo agreed to pay a stipulated penalty of \$2000.

Circumstances: On March 17, 2018 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37 (F), failure to maintain air monitoring project log in a bound notebook and RCNY Section RCNY 1-41(c), failure to conduct air sampling during abatement as required .The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air sampling under the direction of the DASNY. This matter is now closed

4.

Caption: Commissioner of the New York State Dept. of Labor v. LiRo Engineers, Inc.

Violation No.: 26379009

Determination: LiRo agreed to pay a stipulated penalty of \$1,050.00

Circumstances: The project involved removal of damaged asbestos pipe insulation. The inspector contends that the project removal of damaged asbestos pipe insulation in the attic as well as a cleanup of loose fill attic insulation was considered contaminated, and required a variance to conduct the cleanup. The pre-demolition asbestos survey produced confirmed that the attic insulation was non-asbestos (cellulose) and in poor condition. The asbestos project notification listed the "Type of Asbestos Work" as "Pipe Related" and "Clean up". No variance was received for the project. A stipulation of this matter was reached on September 5, 2019. There was a settlement and a penalty fee accepted of \$1,050.00. The matter is now closed.

5.

Caption: Commissioner of the Department of Environmental Protection of the City of New York v. LiRo Engineers, Inc.

Violation No.: 50054042N

Determination: LiRo agreed to pay a stipulated penalty of \$1500.

Circumstances: On April 22, 2019 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41 (C). The Auditor from the NYDEP Asbestos Control Program cited LiRo for not conducting air sampling pumps during abatement, as per 1-41 (C). The auditor observed no workers inside the work area as well as floor tiles that were removed. A hearing was held on August 16th and September 6, 2019. A stipulation of this matter was reached on September 6, 2019. There was a settlement and a penalty fee accepted of \$1500. The matter is now closed.

An additional violation was issued from the New York City Department of Finance, Oath Violation Processing Division. The violation amount is for \$450.00 for the same violation as stipulated to on 9/6/19. No indication of this separate amount was indicated in the live hearing attended, nor was this additional violation cited on the paperwork from the OATH hearing. However, the additional violation was sent to LiRo Engineers, Inc. at 690 Delaware Ave, Buffalo, NY and as such, a fine is due per the letter from NYC Department of Finance. The matter is now closed.

Total Penalty Paid: \$1500 plus \$450 fine. = \$1950.00

6.

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

Violation Nos.: 051002434Y, 051002433M, 051002432K, 051002430R, 051002431Z, 051002427X, 051002429J, 051002425M, 051002426Y, 051002428H

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

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

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$10,000.00. This matter is now closed.

7.

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

Violation No.: 05100324L

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

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of \$1,500. This matter is now closed.

8.

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

Violation No.: 051003316P

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

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of \$1500 for the violation of Section 1-41 (c) and \$1000 for the violation of Section 1-42 (a). The total penalty amount due is \$2,500. This matter is now closed.

9.

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

Violation Nos.: 051003696Z

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

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

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

10.

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

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

12.

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

Violation No.: 0051004102R

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

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

13.

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

Violation No.: 051004210Y

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15 RCNY 1-51(f)

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

14.

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

Violation No.: 051004424J

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

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

15.

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

Violation No.: 051004402Z

Determination: LiRo agreed to pay a stipulated penalty of \$4,000 for violation of 1-37 (F), 1-41(C), and 1-42(A).

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

16.

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

Violation No.: 051004900L

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

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

17.

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

Violation No.: 051004968H

Determination: LiRo agreed to pay a stipulated penalty of \$3,000 for violation of Section 1-36(A).

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

18.

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

Violation No.: 051005033R

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 1-42(D)

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

19.

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

Violation No.: 051005594R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-36(B).

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

20.

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

Violation No.: 051005820X

Determination: LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty. This matter is now closed.

21.

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

Violation No.: 051006403J

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-108(I).

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

22.

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

Violation No.: #051006429H

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-42(A).

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

23.

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

Violation No.: #051006498L

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

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

24.

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

Violation No.: #051006428X

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

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

25.

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

Violation No.: #051006971H

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15RCNY1-41(c).

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

26.

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

Violation No.: # 051007440N

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of 15RCNY1-51(e)

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

OSHA Violation

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

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.



Summary of the Regulatory Incidents

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

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations. Our efforts have been successful as the number of violations decreased from nine (9) in 2021, six (6) in 2022 to only one (1) in 2023.

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

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

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

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Rocco L. Trotta, PE
Date of birth: 08/16/1947
Home address: 66 I.U. Willets Road

City: Old Westbury State/Province/Territory: NY Zip/Postal Code: 11568
Country: US

Business Address: 3 Aerial Way

City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 5169385476

Other present address(es):

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

List of other addresses and telephone numbers attached

Type Business
Description _____
Address 1266 E. Main Street, Soundview Plaza, Suite 700R

City: Stamford State/Province/Territory: CT Zip/Postal Code: 06902
Country: US
Phone: (203) 992-4560

Type Business
Description _____
Address 141-07 20th Avenue, Suite 503

City: Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country: US
Phone: (718) 445-5295

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

Type	Business		
Description			
Address	333 Thornall Street		
City	Edison	State/Province/ Territory:	NJ
Country	US	Zip/Postal Code:	08837
Phone	(732) 409-6953		

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

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

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

Country	US
Phone	(716) 882-5476

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

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

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

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

President	10/30/2020	Treasurer	
Chairman of Board	08/07/2018	Shareholder	08/07/2018
Chief Exec. Officer	10/30/2020	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

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

Additional companies owned by Mr. Trotta are attached.

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

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

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

cause?

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

See attached

1 File(s) uploaded: PQ Q11 Attachment.pdf

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

CERTIFICATION

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

LiRo GIS, Inc.

Name of submitting business

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

Rocco L. Trotta, PE TROTTAR@LIRO.COM

Chairman, CEO, President

Title

10/09/2023 09:26:05 am

Date

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

Expressway 55, Inc. EIN: 11-3111735 Type of Business: For profit 800 Motor Parkway Brentwood, NY 11717 Telephone: 631-234-0785, Fax: 516-214-8114	Manhattan 24 Realty Company, LLC. EIN: 20-3941672 Type of Business: For profit 3 Aerial Way Syosset, NY 11791 Telephone: 516-214-8149, Fax: 516-214-8114
The Pratt Realty Corp. EIN: 11-3565756 Type of Business: For profit 690 Delaware Avenue Buffalo, NY 14209 Telephone: 716-882-5476, Fax: 716-882-9640	112 Park Enterprises, LLC. EIN: 20-4487355 Type of Business: For profit 3351 Route 112 Medford, NY 11763 Telephone: 516-214-8149, Fax: 516-214-8114
Six Aerial Way Realty Corp. EIN: 11-2984672 Type of Business: For profit 6 Aerial Way Syosset, NY 11791 Telephone: 516-938-5476, Fax: 516-938-5491	Country Fair Kitchens, LLC EIN: 20-5304908 Type of Business: For profit 3351 Route 112 Medford, NY 11763 Telephone: 516-214-8149, Fax: 516-214-8114
1509 132 nd Street Realty Corp. EIN: 22-3809783 Type of Business: For profit 15-09 132 nd Street College Point, NY 11357 Telephone: 718-886-7998, Fax: 718-886-6047	Georgetown Land Development Company, LLC EIN: 81-0564600 Type of Business: For profit One North Main Street Georgetown, CT 06829
Rocco Steakhouse, Inc. EIN: 47-1977744 Type of Business: For profit 72 Madison Avenue New York, NY 10016 Telephone: 212-696-9660	Runaway Bay Properties, Inc. EIN: 81-12815815 Type of Business: For Profit 117 S. Fairview Avenue Bayport, NY 11705
LiRo Holdings, Inc. EIN: 47-30616840 Type of Business: Holding Company 3 Aerial Way Syosset, NY 11791	RJ Tax Lien Investment, LLC EIN: 46-070068 Type of Business: For Profit 1 Fawcett Place, Suite 22 Greenwich, CT 06830
TJT Realty, LLC – Series 1 EIN: 82-3765562 Type of Business: For Profit 3 Aerial Way Syosset, NY 11791 Telephone: 516-938-5476	Structured Partners LLC EIN: 20-3275532 Nature of Business: For Profit 100 Washington Blvd., 5 th Floor Stamford, CT 06902
JP Industrial Park LLC EIN: 04-3765892 Type of Business: For Profit 125 East Chestnut Hill Road Lichtfield, CT 06759	

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

RocVallina Corp.

EIN: 82-4289662

Nature of Business: For Profit

61 IU Willets Road

Old Westbury, NY 11568

Question 11 Attachment

VIOLATIONS

1.

Agency: New York State Department of Labor

Violation No.: 26335922

Circumstances: On June 13, 2018, LiRo Engineers, Inc. ("LiRo"), was cited by the New York State Department of Labor, Asbestos Control Bureau, for a violation of 12 NYCRR 56-9.1.D.1 for failure to conduct a visual inspection for completeness of abatement and completeness of cleanup at the site. The parties entered into a Stipulation of Settlement whereby LiRo agreed to pay a settlement fee of \$750. Payment was made by LiRo in November 2018, and this matter is now closed.

2.

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

Violation No.: 050051951R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000.00

Circumstances: On June 26, 2018, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Staten Island, New York. The inspector from the NYDEP reported that he observed an air sampling pump on the ground in violation of section 1-42(A). Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$1,000.00. This matter is now closed.

3.

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

Violation No.: 0500051032X

Determination: LiRo agreed to pay a stipulated penalty of \$2000.

Circumstances: On March 17, 2018 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37 (F), failure to maintain air monitoring project log in a bound notebook and RCNY Section RCNY 1-41(c), failure to conduct air sampling during abatement as required .The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air sampling under the direction of the DASNY. This matter is now closed

4.

Caption: Commissioner of the New York State Dept. of Labor v. LiRo Engineers, Inc.

Violation No.: 26379009

Determination: LiRo agreed to pay a stipulated penalty of \$1,050.00

Circumstances: The project involved removal of damaged asbestos pipe insulation. The inspector contends that the project removal of damaged asbestos pipe insulation in the attic as well as a cleanup of loose fill attic insulation was considered contaminated, and required a variance to conduct the cleanup. The pre-demolition asbestos survey produced confirmed that the attic insulation was non-asbestos (cellulose) and in poor condition. The asbestos project notification listed the "Type of Asbestos Work" as "Pipe Related" and "Clean up". No variance was received for the project. A stipulation of this matter was reached on September 5, 2019. There was a settlement and a penalty fee accepted of \$1,050.00. The matter is now closed.

5.

Caption: Commissioner of the Department of Environmental Protection of the City of New York v. LiRo Engineers, Inc.

Violation No.: 50054042N

Determination: LiRo agreed to pay a stipulated penalty of \$1500.

Circumstances: On April 22, 2019 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41 (C). The Auditor from the NYDEP Asbestos Control Program cited LiRo for not conducting air sampling pumps during abatement, as per 1-41 (C). The auditor observed no workers inside the work area as well as floor tiles that were removed. A hearing was held on August 16th and September 6, 2019. A stipulation of this matter was reached on September 6, 2019. There was a settlement and a penalty fee accepted of \$1500. The matter is now closed.

An additional violation was issued from the New York City Department of Finance, Oath Violation Processing Division. The violation amount is for \$450.00 for the same violation as stipulated to on 9/6/19. No indication of this separate amount was indicated in the live hearing attended, nor was this additional violation cited on the paperwork from the OATH hearing. However, the additional violation was sent to LiRo Engineers, Inc. at 690 Delaware Ave, Buffalo, NY and as such, a fine is due per the letter from NYC Department of Finance. The matter is now closed.

Total Penalty Paid: \$1500 plus \$450 fine. = \$1950.00

6.

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

Violation Nos.: 051002434Y, 051002433M, 051002432K, 051002430R, 051002431Z, 051002427X, 051002429J, 051002425M, 051002426Y, 051002428H

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

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

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$10,000.00. This matter is now closed.

7.

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

Violation No.: 05100324L

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

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of \$1,500. This matter is now closed.

8.

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

Violation No.: 051003316P

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

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of \$1500 for the violation of Section 1-41 (c) and \$1000 for the violation of Section 1-42 (a). The total penalty amount due is \$2,500. This matter is now closed.

9.

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

Violation Nos.: 051003696Z

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

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

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

10.

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

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

12.

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

Violation No.: 0051004102R

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

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

13.

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

Violation No.: 051004210Y

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15 RCNY 1-51(f)

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

14.

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

Violation No.: 051004424J

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

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

15.

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

Violation No.: 051004402Z

Determination: LiRo agreed to pay a stipulated penalty of \$4,000 for violation of 1-37 (F), 1-41(C), and 1-42(A).

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

16.

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

Violation No.: 051004900L

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

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

17.

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

Violation No.: 051004968H

Determination: LiRo agreed to pay a stipulated penalty of \$3,000 for violation of Section 1-36(A).

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

18.

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

Violation No.: 051005033R

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 1-42(D)

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

19.

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

Violation No.: 051005594R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-36(B).

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

20.

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

Violation No.: 051005820X

Determination: LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty. This matter is now closed.

21.

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

Violation No.: 051006403J

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-108(I).

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

22.

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

Violation No.: #051006429H

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-42(A).

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

23.

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

Violation No.: #051006498L

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

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

24.

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

Violation No.: #051006428X

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

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

25.

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

Violation No.: #051006971H

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15RCNY1-41(c).

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

26.

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

Violation No.: # 051007440N

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of 15RCNY1-51(e)

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

OSHA Violation

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

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.



Summary of the Regulatory Incidents

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

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations. Our efforts have been successful as the number of violations decreased from nine (9) in 2021, six (6) in 2022 to only one (1) in 2023.

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

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

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

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Richard Annitto
Date of birth: 01/19/1963
Home address: 34 Chichester Avenue

City: Amityville State/Province/Territory: NY Zip/Postal Code: 11701
Country: US

Business Address: 3 Aerial Way

City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 5169385476

Other present address(es):

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

List of other addresses and telephone numbers attached

Type Business
Description _____
Address 1266 East Main Street, Soundview Plaza, Suite 700R

City: Stamford State/Province/Territory: CT Zip/Postal Code: 06902
Country: US
Phone: (203) 992-4560

Type Business
Description _____
Address 141-07 20th Avenue, Suite 403

City: Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country: US
Phone: (718) 445-5295

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

Type	Business		
Description			
Address	333 Thornall Street		
City	Edison	State/Province/ Territory:	NJ
Country	US	Zip/Postal Code:	08837
Phone			

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

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

Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/ Territory:	PA
		Zip/Postal Code:	18503

Country	US		
Phone	(570) 963-7713		

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

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

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

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

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	01/18/2018		
(Other)			

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

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

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

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

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

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

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

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

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending

that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

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

you were a principal owner or officer?

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

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

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

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

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

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

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

CERTIFICATION

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

LiRo GIS, Inc.

Name of submitting business

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

Richard Annitto ANNITTOR@LIRO.COM

Vice President

Title

10/09/2023 09:35:39 am

Date

Question 11 Attachment

VIOLATIONS

1.

Agency: New York State Department of Labor

Violation No.: 26335922

Circumstances: On June 13, 2018, LiRo Engineers, Inc. ("LiRo"), was cited by the New York State Department of Labor, Asbestos Control Bureau, for a violation of 12 NYCRR 56-9.1.D.1 for failure to conduct a visual inspection for completeness of abatement and completeness of cleanup at the site. The parties entered into a Stipulation of Settlement whereby LiRo agreed to pay a settlement fee of \$750. Payment was made by LiRo in November 2018, and this matter is now closed.

2.

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

Violation No.: 050051951R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000.00

Circumstances: On June 26, 2018, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Staten Island, New York. The inspector from the NYDEP reported that he observed an air sampling pump on the ground in violation of section 1-42(A). Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$1,000.00. This matter is now closed.

3.

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

Violation No.: 0500051032X

Determination: LiRo agreed to pay a stipulated penalty of \$2000.

Circumstances: On March 17, 2018 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37 (F), failure to maintain air monitoring project log in a bound notebook and RCNY Section RCNY 1-41(c), failure to conduct air sampling during abatement as required .The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air sampling under the direction of the DASNY. This matter is now closed

4.

Caption: Commissioner of the New York State Dept. of Labor v. LiRo Engineers, Inc.

Violation No.: 26379009

Determination: LiRo agreed to pay a stipulated penalty of \$1,050.00

Circumstances: The project involved removal of damaged asbestos pipe insulation. The inspector contends that the project removal of damaged asbestos pipe insulation in the attic as well as a cleanup of loose fill attic insulation was considered contaminated, and required a variance to conduct the cleanup. The pre-demolition asbestos survey produced confirmed that the attic insulation was non-asbestos (cellulose) and in poor condition. The asbestos project notification listed the "Type of Asbestos Work" as "Pipe Related" and "Clean up". No variance was received for the project. A stipulation of this matter was reached on September 5, 2019. There was a settlement and a penalty fee accepted of \$1,050.00. The matter is now closed.

5.

Caption: Commissioner of the Department of Environmental Protection of the City of New York v. LiRo Engineers, Inc.

Violation No.: 50054042N

Determination: LiRo agreed to pay a stipulated penalty of \$1500.

Circumstances: On April 22, 2019 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41 (C). The Auditor from the NYDEP Asbestos Control Program cited LiRo for not conducting air sampling pumps during abatement, as per 1-41 (C). The auditor observed no workers inside the work area as well as floor tiles that were removed. A hearing was held on August 16th and September 6, 2019. A stipulation of this matter was reached on September 6, 2019. There was a settlement and a penalty fee accepted of \$1500. The matter is now closed.

An additional violation was issued from the New York City Department of Finance, Oath Violation Processing Division. The violation amount is for \$450.00 for the same violation as stipulated to on 9/6/19. No indication of this separate amount was indicated in the live hearing attended, nor was this additional violation cited on the paperwork from the OATH hearing. However, the additional violation was sent to LiRo Engineers, Inc. at 690 Delaware Ave, Buffalo, NY and as such, a fine is due per the letter from NYC Department of Finance. The matter is now closed.

Total Penalty Paid: \$1500 plus \$450 fine. = \$1950.00

6.

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

Violation Nos.: 051002434Y, 051002433M, 051002432K, 051002430R, 051002431Z, 051002427X, 051002429J, 051002425M, 051002426Y, 051002428H

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

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

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$10,000.00. This matter is now closed.

7.

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

Violation No.: 05100324L

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

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of \$1,500. This matter is now closed.

8.

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

Violation No.: 051003316P

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

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of \$1500 for the violation of Section 1-41 (c) and \$1000 for the violation of Section 1-42 (a). The total penalty amount due is \$2,500. This matter is now closed.

9.

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

Violation Nos.: 051003696Z

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

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

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

10.

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

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

12.

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

Violation No.: 0051004102R

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

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

13.

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

Violation No.: 051004210Y

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15 RCNY 1-51(f)

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

14.

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

Violation No.: 051004424J

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

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

15.

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

Violation No.: 051004402Z

Determination: LiRo agreed to pay a stipulated penalty of \$4,000 for violation of 1-37 (F), 1-41(C), and 1-42(A).

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

16.

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

Violation No.: 051004900L

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

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

17.

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

Violation No.: 051004968H

Determination: LiRo agreed to pay a stipulated penalty of \$3,000 for violation of Section 1-36(A).

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

18.

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

Violation No.: 051005033R

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 1-42(D)

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

19.

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

Violation No.: 051005594R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-36(B).

Circumstances: On December 27, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(B) for failure to have one air sampling technician present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician at the work site throughout the air sample collection. The NYCDEP Inspector was not able to locate the Air Sampling Technician at the work site during the inspection. A hearing was held on May 6, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

20.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051005820X

Determination: LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty. This matter is now closed.

21.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051006403J

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-108(I).

Circumstances: On June 1, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-108(I), failure to conduct proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at a site in Bronx, New York, and was required to make sure that the work area was completely dry before a visual inspection was conducted. The NYCDEP Inspector found that the area was not dry prior to LiRo's visual inspection. A hearing was held on September 2, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. The matter is now closed.

22.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051006429H

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-42(A).

Circumstances: On June 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), utilization of improperly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at a site in Queens, New York. The NYCDEP Inspector found that the air sampling pumps used by LiRo were improperly located next to each other. A hearing was held on September 9, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

23.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051006498L

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of Section 1-37(F).

Circumstances: On July 28, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to maintain an air sampling log in a bound notebook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book included loose individual sheets of paper. A hearing was held on September 30, 2022, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

24.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051006428X

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of Section 1-37(F).

Circumstances: On July 20, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to contain a sample location sketch in the air monitor's logbook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book did not contain a sample location sketch. A hearing was held on October 18, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

25.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051006971H

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15RCNY1-41(c).

Circumstances: On October 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41(c), for failure to conduct air sampling during abatement as required. LiRo Engineers, Inc., was performing air monitoring work on a roof in Manhattan, New York. The NYCDEP Inspector found that the air sampling pumps were outside of the delineated work area. A hearing was held on March 7, 2023 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

26.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051007440N

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of 15RCNY1-51(e)

Circumstances: On May 1, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-51(e) for failure to meet hygiene requirements at the work site. LiRo Engineers, Inc., was performing air monitoring work at 21 West 112 Street in Manhattan, New York. The NYCDEP Inspector found that the air sampling technician was wearing a watch during the performance of the air monitoring work. A hearing was held on August 8, 2023, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

OSHA Violation

U.S. Department of Labor – Occupational Safety and Health Administration
(OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.



Summary of the Regulatory Incidents

In over thirty (30) year in business, LiRo Engineers, Inc. and its family of companies (collectively, “LiRo”) has undertaken literally thousands of complex and challenging construction, engineering, architectural design and environmental testing and consulting service projects in New York City, New York State, New England and the surrounding areas.

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations. Our efforts have been successful as the number of violations decreased from nine (9) in 2021, six (6) in 2022 to only one (1) in 2023.

For example, all technical staff hires receive classroom training as required for certification and we supplement this with hands-on training where inspectors are coupled with experienced technicians to become more familiar with the practical applications of code enforcement, as well observe firsthand, abatement/remediation contractor means and methods.

As a further business practice, we hold all-hands staff meetings where management reviews our written internal operations standards, safety protocols, changes to applicable regulations and “lessons-learned” from unique project events. Our Project Managers follow up by making site inspections that we record as part of our business unit/corporate quality control efforts. In recognition of the fact that, for identical projects, the different code compliance agencies have different requirements, to safeguard against misinterpretation or confusion, we provide our field staff with a summary of inspection and air sampling protocols that reflect the specific federal, state, or local regulations that govern each project.

Each of the foregoing activities is intended to educate and train our staff to mitigate the chance of administrative violations and ensure proper performance of environmental testing services. LiRo has a no tolerance policy regarding code non-compliance and any employee found to have violated these code requirements is subject to severe disciplinary action, including suspension without pay and termination.

We evaluate our process and training requirements on a regular basis, and we look for every opportunity to improve our performance and eliminate such violations in the future.

As stated above, our efforts to severely mitigate testing violations have been successful and our commitment to this effect will continue into the balance of this year and beyond.

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/09/2023

1) Proposer's Legal Name: LiRo GIS, Inc.

2) Address of Place of Business: 3 Aerial Way

City: Syosset State/Province/
Territory: NY Zip/Postal
Code: 11791

Country: US

Address: 1266 E. Main Street, Soundview Plaza, Suite 700R

City: Stamford State/Province/
Territory: CT Zip/Postal
Code: 06902

Country: US

Start Date: _____ End Date: _____

Address: 141-07 20th Avenue, Suite 503

City: Whitestone State/Province/
Territory: NY Zip/Postal
Code: 11357

Country: US

Start Date: _____ End Date: _____

Address: 235 East Jericho Turnpike

City: Mineola State/Province/
Territory: NY Zip/Postal
Code: 11501

Country: US

Start Date: _____ End Date: _____

Address:	333 Thornall Street		
City:	Edison	State/Province/ Territory:	NJ
Country:	US	Zip/Postal Code:	08837
Start Date:	End Date:		

Address:	529 Main Street, Suite 3303		
City:	Boston	State/Province/ Territory:	MA
Country:	US	Zip/Postal Code:	02129
Start Date:	End Date:		

Address:	538 Spruce Street, Suite 506		
City:	Scranton	State/Province/ Territory:	PA
Country:	US	Zip/Postal Code:	18503
Start Date:	End Date:		

Address:	690 Delaware Avenue		
City:	Buffalo	State/Province/ Territory:	NY
Country:	US	Zip/Postal Code:	14209
Start Date:	End Date:		

Address:	703 Lorimer Street		
City:	Brooklyn	State/Province/ Territory:	NY
Country:	US	Zip/Postal Code:	11211
Start Date:	End Date:		

Address:	85 Allen Street, Suite 300		
City:	Rochester	State/Province/ Territory:	NY
Country:	US	Zip/Postal Code:	14608
Start Date:	End Date:		

Address: One State Street Plaza, 28th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10004

Country: US

Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (516) 938-5476

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 621791599

5) Federal I.D. Number: 11-2720418

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [X] NO [] If yes, please provide details:

LiRo GIS, Inc. shares office space, staff, and equipment expenses with its affiliates:
LiRo Program and Construction Management, PE P.C.
LiRo Architects + Planners, P.C.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo Engineers, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
LiRo Corp. f/k/a DiGiorgio Associates, Inc.
James LaSala & Associates, LLP

8) Does this business control one or more other businesses?

YES [] NO [X] 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 ☒ NO ☐ If yes, please provide details:

See attached

1 File(s) uploaded: BH Question 9 GIS.pdf

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☒ NO ☐ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

See attached

1 File(s) uploaded: BHF-Q13 Attachment - Copy.pdf

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists, to the best of our knowledge.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists, to the best of our knowledge.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists, to the best of our knowledge.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest

would not exist for your firm in the future.

We are not aware of any matter is or may become a conflict of interest preventing LiRo from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact LiRo's ability to perform its services on this project, LiRo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, LiRo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact LiRo's ability to perform its services on the project.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

11/05/1984

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

None - LiRo GIS, Inc is 100% owned by RT Asset Holdings, LLC

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Rocco L. Trotta, 66 I.U. Willets Rd, Old Westbury, NY 11568, Chairman, CEO, President
Michael Burton, 880 Pacific Street, Apt. 1762, Stamford, CT 06902, EVP
Michael Bailey, 23 Cobblers Lane, Dix Hills, NY 11746, Executive Vice President
Lawrence Blond, 30 Martin Place, Syosset, NY 11791, Executive Vice President
Alfred Bereche, 49 Wintercress Lane, East Northport, NY 11731 EVP, General Counsel, Secretary
Paul Levine, 4 Hickory Lane, Bedford, NY 10506, VP, CFO
Joseph Massa, 115 Lagoon Blvd., Massapequa, NY 11758, EVP, COO, Assistant Secretary
Richard Annitto, 34 Chichester Ave., Amityville, NY 11701, Vice President
B. Charles Manning, 119 Kensington Road, Garden City, NY 11530, Director
John Dionisio, 168 Wellington Road, Garden City, NY 11530, Director

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

28

- vi) Annual revenue of firm;

4954000

- vii) Summary of relevant accomplishments

See attached

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

38

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

The LiRo Group's staff of 894 professionals includes 101 licensed Professional Engineers and 24 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Town of Hempstead Department of Engineering		
Contact Person	Douglas Tuman, PE, Esq		
Address	Town Plaza		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 489-5000		
Fax #			
E-Mail Address	dougum@tohmail.com		

Company	Suffolk County Department of Public Works		
Contact Person	Alex Prego, PE		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4081		
Fax #	(631) 852-4079		
E-Mail Address	alex.prego@suffolkcountyny.gov		

Company	New York City Department of Information Technology and Telecommunications		
Contact Person	Jeff Norris		
Address	2 Metro Tech Center		
City	Brooklyn	State/Province/Territory	NY
Country	US		
Telephone	(718) 923-3656		
Fax #			
E-Mail Address	jnorris@doitt.nyc.gov		

I, Rocco L. Trotta, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rocco L. Trotta, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: LiRo GIS, Inc.

Electronically signed and certified at the date and time indicated by:
Rocco L. Trotta, PE TROTTAR@LIRO.COM

Chairman, CEO, President
Title

10/09/2023 09:23:59 am
Date

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

Question 9

RT Asset Holdings, LLC is the entity that owns and controls LiRo GIS, Inc.

LiRo Affiliated Companies include:

LiRo Program and Construction Management, PE
P.C. LiRo Architects + Planners, P.C.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo Engineers, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
LiRo Corp. f/k/a DiGiorgio Associates, Inc.
James LaSala & Associates, LLP

Question 13 Attachment

VIOLATIONS

1.

Agency: New York State Department of Labor

Violation No.: 26335922

Circumstances: On June 13, 2018, LiRo Engineers, Inc. ("LiRo"), was cited by the New York State Department of Labor, Asbestos Control Bureau, for a violation of 12 NYCRR 56-9.1.D.1 for failure to conduct a visual inspection for completeness of abatement and completeness of cleanup at the site. The parties entered into a Stipulation of Settlement whereby LiRo agreed to pay a settlement fee of \$750. Payment was made by LiRo in November 2018, and this matter is now closed.

2.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 050051951R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000.00

Circumstances: On June 26, 2018, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Staten Island, New York. The inspector from the NYDEP reported that he observed an air sampling pump on the ground in violation of section 1-42(A). Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$1,000.00. This matter is now closed.

3.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 0500051032X

Determination: LiRo agreed to pay a stipulated penalty of \$2000.

Circumstances: On March 17, 2018 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37 (F), failure to maintain air monitoring project log in a bound notebook and RCNY Section RCNY 1-41(c), failure to conduct air sampling during abatement as required .The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air sampling under the direction of the DASNY. This matter is now closed

4.

Caption: Commissioner of the New York State Dept. of Labor v. LiRo Engineers, Inc.

Violation No.: 26379009

Determination: LiRo agreed to pay a stipulated penalty of \$1,050.00

Circumstances: The project involved removal of damaged asbestos pipe insulation. The inspector contends that the project removal of damaged asbestos pipe insulation in the attic as well as a cleanup of loose fill attic insulation was considered contaminated, and required a variance to conduct the cleanup. The pre-demolition asbestos survey produced confirmed that the attic insulation was non-asbestos (cellulose) and in poor condition. The asbestos project notification listed the "Type of Asbestos Work" as "Pipe Related" and "Clean up". No variance was received for the project. A stipulation of this matter was reached on September 5, 2019. There was a settlement and a penalty fee accepted of \$1,050.00. The matter is now closed.

5.

Caption: Commissioner of the Department of Environmental Protection of the City of New York v. LiRo Engineers, Inc.

Violation No.: 50054042N

Determination: LiRo agreed to pay a stipulated penalty of \$1500.

Circumstances: On April 22, 2019 LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41 (C). The Auditor from the NYDEP Asbestos Control Program cited LiRo for not conducting air sampling pumps during abatement, as per 1-41 (C). The auditor observed no workers inside the work area as well as floor tiles that were removed. A hearing was held on August 16th and September 6, 2019. A stipulation of this matter was reached on September 6, 2019. There was a settlement and a penalty fee accepted of \$1500. The matter is now closed.

An additional violation was issued from the New York City Department of Finance, Oath Violation Processing Division. The violation amount is for \$450.00 for the same violation as stipulated to on 9/6/19. No indication of this separate amount was indicated in the live hearing attended, nor was this additional violation cited on the paperwork from the OATH hearing. However, the additional violation was sent to LiRo Engineers, Inc. at 690 Delaware Ave, Buffalo, NY and as such, a fine is due per the letter from NYC Department of Finance. The matter is now closed.

Total Penalty Paid: \$1500 plus \$450 fine. = \$1950.00

6.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: 051002434Y, 051002433M, 051002432K, 051002430R, 051002431Z, 051002427X, 051002429J, 051002425M, 051002426Y, 051002428H

Determination: LiRo agreed to pay a stipulated penalty of \$10,000.00

Circumstances: On January 22, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of RCNY Section 1-28 (B) - Failed to compile complete records for asbestos assessment report (No survey report with quantities and conditions).

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of \$10,000.00. This matter is now closed.

7.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 05100324L

Determination: LiRo agreed to pay a stipulated penalty of \$1,500.

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of \$1,500. This matter is now closed.

8.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051003316P

Determination: LiRo agreed to pay a total stipulated penalty of \$2,500.

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of \$1500 for the violation of Section 1-41 (c) and \$1000 for the violation of Section 1-42 (a). The total penalty amount due is \$2,500. This matter is now closed.

9.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: 051003696Z

Determination: LiRo agreed to pay a stipulated penalty of \$3,000 for 1-51 (C), \$1,500 for 1-37 (F), \$1,500 for 1-41 (C) and \$1,000 for 1-42 (A).

Circumstances: On January 21, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for four (4) violations: (1) RCNY Section 1-51(C) BX22 for failure to ensure the wearing of protective clothing (coverall hood, hand gloves, etc.) in the work area by the air monitoring technician, (2) RCNY Section 1-37(f), for failure to create/maintain a sketch of the locations of the air samples per work shift or day, (3) RCNY Section 1-41(c) BX2D for failure to conduct an air sampling during abatement as per NYCHA protocol as required (need five air samples in the work area but only three were placed for Phase-II), and (4) RCNY Section 1-42(a) BX2F for failure to mount the air sampling cassettes on the commercially-available aluminum tripods. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on August 20, 2021 and given the nature of the

violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

10.

U.S. Department of Labor – Occupational Safety and Health Administration (OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

12.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 0051004102R

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 1-37 (F)

Circumstances: On April 1, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 15, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

13.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004210Y

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15 RCNY 1-51(f)

Circumstances: On February 16, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-51(f), for failure to post or make available a copy of the current NYSDOL asbestos handling license of the third party air company at the work place. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 26, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

14.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004424J

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 1-37 (F).

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

15.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004402Z

Determination: LiRo agreed to pay a stipulated penalty of \$4,000 for violation of 1-37 (F), 1-41(C), and 1-42(A).

Circumstances: On May 14, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F) for failure to create/maintain a bound air sampling log, 1-41(C) for failure to conduct air sampling during abatement as required, and 1-42(A) for utilizing improperly located air samplers. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on December 7 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

16.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004900L

Determination: LiRo agreed to pay a stipulated penalty of \$2,500 for violation of 1-37 (D) and 1-37(F).

Circumstances: On August 12, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(D) for failure to use a functional rotometer to check flow rates of mounted cassettes, and 1-37(F) for failure to create/maintain a bound air sampling log book. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on February 4, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

17.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004968H

Determination: LiRo agreed to pay a stipulated penalty of \$3,000 for violation of Section 1-36(A).

Circumstances: On August 24, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(A) for failure to retain an independent third-party air monitor. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician on site. The LiRo technician on site was only able to present a copy of his certification instead of the original in violation of the regulation. A hearing was held on February 22, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

18.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051005033R

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 1-42(D)

Circumstances: On September 23, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(D) for failure to follow specified area sampling schedule for air monitoring. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling and the air sampling pump had a flow rate of zero instead of the required 5liters/min (was likely a defective pump). A hearing was held on February 25, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

19.

Agency: Commissioner of the Department of Environmental Protection of the City of New

Violation No.: 051005594R

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-36(B).

Circumstances: On December 27, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(B) for failure to have one air sampling technician present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician at the work site throughout the air sample collection. The NYCDEP Inspector was not able to locate the Air Sampling Technician at the work site during the inspection. A hearing was held on May 6, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

20.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051005820X

Determination: LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined \$2,400 and subsequently paid the penalty. This matter is now closed.

21.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051006403J

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-108(I).

Circumstances: On June 1, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-108(I), failure to conduct proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at a site in Bronx, New York, and was required to make sure that the work area was completely dry before a visual inspection was conducted. The NYCDEP Inspector found that the area was not dry prior to LiRo's visual inspection. A hearing was held on September 2, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. The matter is now closed.

22.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051006429H

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of Section 1-42(A).

Circumstances: On June 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), utilization of improperly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at a site in Queens, New York. The NYCDEP Inspector found that the air sampling pumps used by LiRo were improperly located next to each other. A hearing was held on September 9, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

23.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051006498L

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of Section 1-37(F).

Circumstances: On July 28, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to maintain an air sampling log in a bound notebook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book included loose individual sheets of paper. A hearing was held on September 30, 2022, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

24.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051006428X

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of Section 1-37(F).

Circumstances: On July 20, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to contain a sample location sketch in the air monitor's logbook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book did not contain a sample location sketch. A hearing was held on October 18, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

25.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051006971H

Determination: LiRo agreed to pay a stipulated penalty of \$1,500 for violation of 15RCNY1-41(c).

Circumstances: On October 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41(c), for failure to conduct air sampling during abatement as required. LiRo Engineers, Inc., was performing air monitoring work on a roof in Manhattan, New York. The NYCDEP Inspector found that the air sampling pumps were outside of the delineated work area. A hearing was held on March 7, 2023 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

26.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051007440N

Determination: LiRo agreed to pay a stipulated penalty of \$1,000 for violation of 15RCNY1-51(e)

Circumstances: On May 1, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-51(e) for failure to meet hygiene requirements at the work site. LiRo Engineers, Inc., was performing air monitoring work at 21 West 112 Street in Manhattan, New York. The NYCDEP Inspector found that the air sampling technician was wearing a watch during the performance of the air monitoring work. A hearing was held on August 8, 2023, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

OSHA Violation

U.S. Department of Labor – Occupational Safety and Health Administration
(OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from “Serious” to “Other-than-Serious”. LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of \$13,653.00. As part of this settlement, LiRo’s Standard Corporate Health and Safety Program has been revised, and LiRo’s personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.



Summary of the Regulatory Incidents

In over thirty (30) year in business, LiRo Engineers, Inc. and its family of companies (collectively, “LiRo”) has undertaken literally thousands of complex and challenging construction, engineering, architectural design and environmental testing and consulting service projects in New York City, New York State, New England and the surrounding areas.

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations. Our efforts have been successful as the number of violations decreased from nine (9) in 2021, six (6) in 2022 to only one (1) in 2023.

For example, all technical staff hires receive classroom training as required for certification and we supplement this with hands-on training where inspectors are coupled with experienced technicians to become more familiar with the practical applications of code enforcement, as well observe firsthand, abatement/remediation contractor means and methods.

As a further business practice, we hold all-hands staff meetings where management reviews our written internal operations standards, safety protocols, changes to applicable regulations and “lessons-learned” from unique project events. Our Project Managers follow up by making site inspections that we record as part of our business unit/corporate quality control efforts. In recognition of the fact that, for identical projects, the different code compliance agencies have different requirements, to safeguard against misinterpretation or confusion, we provide our field staff with a summary of inspection and air sampling protocols that reflect the specific federal, state, or local regulations that govern each project.

Each of the foregoing activities is intended to educate and train our staff to mitigate the chance of administrative violations and ensure proper performance of environmental testing services. LiRo has a no tolerance policy regarding code non-compliance and any employee found to have violated these code requirements is subject to severe disciplinary action, including suspension without pay and termination.

We evaluate our process and training requirements on a regular basis, and we look for every opportunity to improve our performance and eliminate such violations in the future.

As stated above, our efforts to severely mitigate testing violations have been successful and our commitment to this effect will continue into the balance of this year and beyond.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LiRo GIS, Inc.

Address: 3 Aerial Way

City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791

Country: US

2. Entity's Vendor Identification Number: 11-2720418

3. Type of Business: Closely Held Corp (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: ccvd Question 4 GIS.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

LiRo GIS, Inc. is 100% owned by RT Asset Holdings, LLC.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

LiRo Program and Construction Management, PE P.C.
LiRo Architects + Planners, P.C.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo Engineers, Inc.
Monitor Builders, Inc.

RLT Engineering, Geology and Land Surveying, P.C.

DAI, Inc.

LiRo Corp. f/k/a DiGiorgio Associates, Inc.

James LaSala & Associates

None of the Affiliated Companies will be participating 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.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES [] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below 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.

Electronically signed and certified at the date and time indicated by:

Rocco L. Trotta, PE [TROTAR@LIRO.COM]

Dated: 10/09/2023 09:25:34 am

Title: LiRo GIS, Inc.

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Question 4 – List of Principals

Rocco L. Trotta, PE, 66 I.U. Willets Rd, Old Westbury, NY 11560, Chairman, CEO, President,
Director

Michael Burton, PE, 880 Pacific Street, Apt. 1762, Stamford, CT 06902 Executive Vice President

Michael Bailey, PE, 23 Cobblers Lane, Dix Hills, NY 11746, Executive Vice President

Lawrence H. Blond, PE, 30 Martin Place, Syosset, NY 11791, Executive Vice President

Alfred Bereche, 49 Wintercress Lane, East Northport, NY 11731, Senior Vice President, General
Counsel & Secretary

Paul Levine, 4 Hickory Lane, Bedford, NY 10606, Vice President, CFO

Joseph Massa, 115 Lagoon Blvd., Massapequa, NY 11758, Executive Vice President, Chief
Operating Officer, Assistant Secretary

Richard Annitto, 34 Chichester Ave., Amityville, NY 11701, Vice President

B. Charles Manning, 119 Kensington Road, Garden City, NY 11530, Director

John Dionisio, 168 Wellington Road, Garden City, NY 11530, Director

THE LIRO GROUP
CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

THE LIRO GROUP

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INDEPENDENT AUDITORS' REPORT

To The Member
The LiRo Group
Syosset, New York

Opinion

We have audited the accompanying consolidated financial statements of The LiRo Group, which comprise the consolidated balance sheet at December 31, 2022, and the related consolidated statements of operations and member's equity and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The LiRo Group as of December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The LiRo Group and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 2 to the consolidated financial statements, The LiRo Group changed its accounting policy related to its recording of leases whereby it is recognizing a right-of-use asset and a lease liability for all lease agreements with a term greater than 12 months. The policy was adopted retrospectively effective January 1, 2022. There was no cumulative effect of initially applying the policy as of the date of application. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Responsibilities of Management for the Financial Statements (cont'd.)

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The LiRo Group's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The LiRo Group's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The LiRo Group's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Grassi & Co, CPAs, P.C.

GRASSI & CO., CPAs, P.C.

Jericho, New York
March 21, 2023

THE LIRO GROUP
CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2022

ASSETS

CURRENT ASSETS:

Cash	\$ 16,212,000
Accounts receivable, net	57,640,000
Contract assets (including conditional retainage of \$15,894,000)	53,778,000
Advances to member	28,173,000
Prepaid income taxes	33,000
Prepaid expenses and other current assets	<u>887,000</u>

Total Current Assets	<u>156,723,000</u>
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PROPERTY AND EQUIPMENT, NET	<u>3,226,000</u>
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OPERATING LEASE RIGHT-OF-USE ASSETS, NET	<u>15,874,000</u>
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OTHER ASSETS:

Goodwill, net	52,773,000
Intangible assets, net	90,799,000
Deferred tax asset	7,885,000
Other assets	<u>1,479,000</u>

Total Other Assets	<u>152,936,000</u>
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TOTAL ASSETS	<u><u>\$ 328,759,000</u></u>
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The accompanying notes are an integral part of these consolidated financial statements.

THE LIRO GROUP
CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2022

LIABILITIES AND MEMBER'S EQUITY

CURRENT LIABILITIES:

Current portion of operating lease liabilities	\$ 2,901,000
Accounts payable	36,216,000
Retainage payable	12,121,000
Contract liabilities (net of conditional retainage of \$125,000)	21,206,000
Accrued payroll and payroll taxes	13,576,000
Accrued expenses and other current liabilities	<u>6,266,000</u>

Total Current Liabilities	<u>92,286,000</u>
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LONG-TERM LIABILITIES:

Operating lease liabilities, less current portion	<u>13,496,000</u>
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Total Liabilities	<u>105,782,000</u>
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CONTINGENCIES

MEMBER'S EQUITY	<u>222,977,000</u>
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TOTAL LIABILITIES AND MEMBER'S EQUITY	<u><u>\$ 328,759,000</u></u>
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The accompanying notes are an integral part of these consolidated financial statements.

THE LIRO GROUP
CONSOLIDATED STATEMENT OF OPERATIONS AND MEMBER'S EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2022

REVENUES	<u>\$ 416,212,000</u>
LESS DIRECT COSTS:	
Consultants	228,073,000
Other direct expenses	<u>6,549,000</u>
Total Direct Costs	<u>234,622,000</u>
NET REVENUES	181,590,000
DIRECT LABOR	<u>81,391,000</u>
GROSS PROFIT	<u>100,199,000</u>
OVERHEAD:	
Fringe benefits	28,125,000
General and administrative expenses	51,375,000
Depreciation and amortization - property and equipment	1,206,000
Amortization - goodwill and intangibles	<u>19,217,000</u>
Total Overhead	<u>99,923,000</u>
INCOME FROM OPERATIONS	<u>276,000</u>
OTHER INCOME (EXPENSE):	
Interest income	1,000
Interest expense	(1,000)
Other income	<u>40,000</u>
Total Other Income	<u>40,000</u>
INCOME BEFORE PROVISION FOR INCOME TAXES	316,000
PROVISION FOR INCOME TAXES	<u>690,000</u>
NET LOSS	(374,000)
MEMBER'S EQUITY, BEGINNING OF YEAR	<u>223,351,000</u>
MEMBER'S EQUITY, END OF YEAR	<u>\$ 222,977,000</u>

The accompanying notes are an integral part of these consolidated financial statements.

THE LIRO GROUP
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2022

CASH FLOWS FROM OPERATING ACTIVITIES:

Net loss \$ (374,000)

Adjustments to reconcile net loss to net cash
provided by operating activities:

Depreciation and amortization - property and equipment	1,206,000
Amortization - goodwill and intangibles	19,217,000
Noncash lease expense	2,858,000
Deferred income taxes	(2,806,000)

(Increase) decrease in assets:

Accounts receivable	(24,859,000)
Retainage receivable	15,210,000
Contract assets	(17,042,000)
Prepaid income taxes	(33,000)
Prepaid expenses and other current assets	(305,000)
Other assets	(783,000)

Increase (decrease) in liabilities:

Accounts payable	25,950,000
Retainage payable	714,000
Contract liabilities	6,948,000
Income taxes payable	(3,710,000)
Accrued payroll and payroll taxes	898,000
Operating lease liabilities	(2,796,000)
Accrued expenses and other current liabilities	<u>2,401,000</u>

NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>22,694,000</u>
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CASH FLOWS FROM INVESTING ACTIVITIES:

Purchases of property and equipment	(384,000)
Advances to member	<u>(26,753,000)</u>

NET CASH USED IN INVESTING ACTIVITIES	<u>(27,137,000)</u>
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NET DECREASE IN CASH	(4,443,000)
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CASH, BEGINNING OF YEAR	<u>20,655,000</u>
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CASH, END OF YEAR	<u><u>\$ 16,212,000</u></u>
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SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:

Cash paid during the year for:

Interest	<u>\$ 1,000</u>
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SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

Right-of-use assets obtained in exchange for operating lease obligations	<u><u>\$ 18,732,000</u></u>
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The accompanying notes are an integral part of these consolidated financial statements.

THE LIRO GROUP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

Note 1 - Nature of Operations and Principles of Consolidation

Business Activity

GCSI Holdings, LLC and Subsidiaries and Affiliates (collectively referred to as “The LiRo Group” or the “Company”) provides engineering, architectural, environmental, construction and program management, surveying, geographic information systems and other consulting services primarily to various governmental agencies located in New York, New Jersey, Connecticut, Massachusetts and California. The Company’s main offices are located in Syosset, New York, with additional offices in Manhattan, Brooklyn, Queens, Buffalo, Mineola, and Rochester in New York; Boston, Massachusetts; and New Jersey.

GCSI Holdings, LLC is a wholly owned subsidiary of Global Infrastructure Solutions, Inc. (“GISI”).

Principles of Consolidation

The consolidated financial statements include the accounts of GCSI Holdings, LLC, its subsidiaries: LiRo Engineers, Inc., LiRo Constructors, Inc., LiRo GIS, Inc., DAI, Inc., James LaSala & Associates, LLP, and LiRo Corp, and its controlled affiliates: LiRo Architects & Planners, P.C., LiRo Program and Construction Management, PE P.C., RLT Engineering, Geology and Land Surveying, P.C., and Monitor Builders, Inc. (the “Affiliates”). All material intercompany balances and transactions have been eliminated in the consolidated financial statements. Based on the terms of the agreements between the controlled affiliates and GCSI Holdings, LLC, there is no allocation of value to the noncontrolling interest.

Note 2 - Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

Adoption of ASU No. 2016-02

As of January 1, 2022, the Company adopted Financial Accounting Standards Board (“FASB”) Accounting Standards Update (“ASU”) No. 2016-02, *Leases (Topic 842)* (“ASC 842”). This ASU requires all lessees to recognize a right-of-use asset for the underlying leased asset and a corresponding lease liability for all lease agreements with a term greater than 12 months, initially measured at the present value of the lease payments. It also requires that initial direct costs (incremental costs of a lease that would not have been incurred if the lease had not been obtained) be assessed and added to the right-of-use asset and be included in its subsequent amortization.

In accordance with ASC 842, the modified retrospective method was applied to all lease agreements in effect as January 1, 2022. Under the modified retrospective method, the cumulative effect of applying ASC 842 is recognized at the date of initial application. There was no cumulative effect of initially applying the policy as of the date of application.

THE LIRO GROUP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Adoption of ASU No. 2016-02 (cont'd.)

As of January 1, 2022 (the implementation date of ASC 842), right-of-use assets and the corresponding lease liabilities were recognized based on the present value of lease payments as of the application date over the remaining life of the lease term. Thereafter, right-of-use assets and the corresponding lease liabilities will be recognized as of the lease commencement date based on the present value of lease payments over the life of the lease term. To determine the present value of lease payments, the Company must use the rate implicit in the lease if it is readily determinable; otherwise, the Company may use either (a) a borrowing rate based on similar debt or (b) the practical expedient option provided by ASC 842, which allows an entity to use a risk-free rate for each class of underlying asset for a period comparable to the lease term to discount the lease payments to present value. The Company considers the lease term to be the non-cancellable period that it has the right to use the underlying asset, including all periods covered by an option to (1) extend the lease, if the Company is reasonably certain to exercise the option, (2) terminate the lease if the Company is reasonably certain not to exercise that option, and (3) extend or not to terminate the lease, in which exercise of the option is controlled by the lessor. The Company has elected to use the practical expedient provided by ASC 842 to determine the present value of its lease payments. The Company's right-of-use assets and lease liabilities relate to office spaces.

The Company has also utilized the following practical expedients:

- Short-term leases – for leases that are for periods less than 12 months, the Company will not apply the recognition requirements of ASC 842.
- For leases that contain related non-lease components, such as maintenance, the Company will account for these payments as a single lease component.

In addition, the Company has utilized transitional practical expedients as follows:

- As of January 1, 2022, the Company has not reassessed –
 - Whether any expired or existing contracts are or contain leases;
 - The lease classification for any expired or existing leases; and
 - Initial direct costs related to any expired or existing leases.

Leases are classified as either finance or operating leases. For operating leases, the lease liability is initially and subsequently measured at the present value of the future payments at the lease commencement date. For finance leases, the lease liability is initially measured in the same manner and is subsequently measured similar to financed purchases, with interest expense recorded in connection with the lease liability. The classification between operating and finance leases determines whether lease expenses are recognized based on an effective interest method or on a straight-line basis, respectively, over the term of the lease. For the year ended December 31, 2022, the Company has no finance leases.

THE LIRO GROUP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Adoption of ASU No. 2016-02 (cont'd.)

The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for lease payments made at or before the lease commencement date, plus any initial direct costs incurred and less any incentives received. Right-of-use assets under finance leases are amortized on a straight-line basis over the lease term. Right-of-use assets for operating and finance leases are periodically reduced by impairment losses.

The Company monitors for events or changes that could require a reassessment of its leases. When a reassessment results in the remeasurement of a lease liability, a corresponding adjustment will be made to the carrying amount of the corresponding right-of-use asset unless doing so would reduce the carrying amount of the right-of-use asset to an amount less than zero.

Operating lease right-of-use assets are presented as "Operating lease right-of-use assets" on the balance sheet. The current portion of the operating lease liabilities is included as "Current portion of operating lease liabilities" in current liabilities, and the long-term portion is presented separately as "Operating lease liabilities, less current portion" in long-term liabilities.

In addition, the Company leases certain equipment and vehicles on a short-term (less than 12 months) basis. Total short-term lease expense included in operating expenses for the year ended December 31, 2022 was \$175,000.

Revenue and Cost Recognition

The Company recognizes its revenue in accordance with FASB ASC Topic 606, *Revenue from Contracts with Customers* ("ASC 606"). The guidance affects any entity that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of nonfinancial assets unless those contracts are within the scope of other standards.

ASC 606 provides that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration the entity expects to receive in exchange for those goods or services. An entity should apply the following five-step process to recognize revenue: (1) Identify the contract with a customer; (2) Identify the performance obligations in the contract; (3) Determine the transaction price; (4) Allocate the transaction price to the performance obligations in the contract; and (5) Recognize revenue when (or as) the entity satisfies a performance obligation.

Contracts

Revenues on contracts are recognized over time, as performance obligations are satisfied, due to the continuous transfer of control to the customer.

For cost plus fixed-rate, cost plus fixed-fee, billable rate fees, and lump-sum fixed-price contracts, the customer typically controls the work in process, as evidenced either by contractual termination clauses or by the Company's rights to payment for work performed to date plus a reasonable profit to deliver products or services that do not have an alternative use to the Company.

THE LIRO GROUP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Revenue and Cost Recognition (cont'd.)

The Company's contracts are generally accounted for as a single performance obligation, since the Company is providing a significant service of integrating components into a single project. The Company recognizes revenue with an "input method" using the percentage-of-completion method, whereby progress towards completion is recognized according to the percentage of incurred direct labor costs to date to estimated total direct labor costs. This method best depicts the transfer of control to the customer, which occurs as the Company incurs costs on its contracts. Incurred costs represent work performed, which corresponds with and thereby best depicts the transfer of control to the customer. This method is used because management considers the "cost to cost" method the most appropriate in the circumstances.

Because the Company almost always acts as a principal in the contracts, gross revenues are recognized. The Company is considered the principal because the Company controls the contractually specified goods and services before they are transferred to the customer. In the course of providing its services, the Company routinely subcontracts for services and incurs other direct costs on behalf of its clients. Those costs are passed through to clients and, in accordance with U.S. GAAP, are included in the Company's revenues and direct costs.

Practical Expedients and Exemptions

The Company utilizes certain practical expedients and exemptions as follows:

- In cases where the Company has an unconditional right to consideration from a customer in an amount that corresponds directly with the value of the performance completed to date, the Company recognizes revenue in the amount to which there is a right to invoice for services performed.
- The contract price is not adjusted for the effects of a significant financing component if the Company expects, at contract inception, that the period between when the Company transfers a service to a customer and when the customer pays for that service will be one year or less.
- Incremental customer contract acquisition costs are expensed as they are incurred when the amortization period is less than one year in duration.

Contract Assets and Liabilities

Billing practices are governed by the contract terms of each project based upon costs incurred, achievement of milestones, or predetermined schedules. Billings do not necessarily correlate with revenue recognized over time using the percentage-of-completion method. Contract assets include conditional retainage and unbilled amounts typically resulting from revenue under long-term contracts when the percentage-of-completion method of revenue recognition is utilized and revenue recognition exceeds the amount billed to the customer. Contract liabilities consist of advance payments and billings in excess of revenue recognized as well as deferred revenue, net of conditional retainage.

THE LIRO GROUP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Revenue and Cost Recognition (cont'd.)

Contract Assets and Liabilities (cont'd.)

The Company has various long-term contracts with New York State and local governmental agencies. The overhead reimbursement rates provided for in certain of the contracts are subject to audit during and/or at the completion of the contracts. Any reductions of amounts previously billed by the Company that result from the review/audit process are then returned to the agency. The Company has included an audit reserve of \$9,261,000 within contract liabilities in the accompanying consolidated financial statements at December 31, 2022 to reflect this potential liability as well as other situations that may require the return of previously paid amounts.

The Company's contract assets and liabilities are reported in a net position on a contract-by-contract basis at the end of each reporting period. In accordance with normal industry practice, the Company includes in current assets and current liabilities amounts relating to contracts realizable and payable over a period in excess of one year.

The opening and closing balances of accounts receivable, contract assets and contract liabilities from contracts with customers are as follows:

	Accounts Receivable, Net	Contract Assets	Contract Liabilities
Balance, January 1, 2022	\$ 32,781,000	\$ 51,858,000	\$ 14,170,000
Balance, December 31, 2022	\$ 57,640,000	\$ 53,778,000	\$ 21,206,000

Combining Contracts

The Company evaluates whether two or more contracts with the same customer should be combined and accounted for as a single contract, and whether a single or combined contract should be accounted for as more than one performance obligation. This evaluation requires significant judgment and could change the amount of revenue and profit recorded in each period.

Performance Obligations

Generally, the Company's contracts contain one performance obligation. A performance obligation is a promise in a contract to transfer a distinct good or service to the customer and is the unit of account. The Company's performance of the contracts with customers typically provides a significant service of integrating a complex set of tasks and components into a single project or capability (even if that single project results in the delivery of multiple units), and as such, the entire contract is accounted for as one performance obligation. The transaction price is allocated to the performance obligation and recognized as revenue when, or as, the performance obligation is satisfied with the continuous transfer of control to the customer.

Less commonly, a contract may be considered to have multiple performance obligations even when they are part of a single contract. For contracts with multiple performance obligations, the Company allocates the transaction price to each performance obligation using the best estimate of the standalone selling price of each distinct good or service in the contract.

THE LIRO GROUP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Revenue and Cost Recognition (cont'd.)

Performance Obligations (cont'd.)

In accordance with FASB ASC Subtopic 606-10-50-13, the Company is required to include disclosure on its remaining performance obligations as of the end of the current reporting period. However, due to the nature of the Company's contracts, these reporting requirements are not applicable. The majority of the Company's remaining contracts meets certain exemptions as defined in FASB ASC Subtopics 606-10-50-14 through 606-10-50-14A, including (i) performance obligation is part of a contract that has an original expected duration of one year or less; (ii) the right to invoice practical expedient; and (iii) variable consideration related to unsatisfied performance obligations that is allocated entirely to a wholly unsatisfied promise to transfer a distinct service that forms part of a single performance obligation, and the terms of that variable consideration relate specifically to the Company's efforts to transfer the distinct service, or to a specific outcome from transferring the distinct service.

For the Company's contracts that pertain to these exemptions: (i) the remaining performance obligation is part of a contract that has an original expected duration of one year or less; (ii) the estimated remaining duration of these performance obligations ranges from the remainder of the current calendar year to three years; (iii) for the Company's remaining contracts there is a right to invoice; and (iv) variable consideration for these various contracts primarily includes cost plus fixed-fee, cost plus fixed-rate or billable rate fees that fluctuate throughout the contract for unspecified remaining amounts.

Transaction Price

The transaction price is the amount of consideration the Company expects to receive in exchange for transferring goods and services to the customer. The consideration promised in a contract with customers may include both fixed and variable amounts to the extent that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved (i.e., probable and capable of being estimated).

Variable Consideration

The nature of the Company's contracts gives rise to several types of variable consideration, including claims, bonuses, incentives and/or penalties and liquidating damages. The Company includes in the contract estimates additional revenue for variable consideration when the Company believes it has an enforceable right to the modification, the amount can be estimated reliably, and it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. The Company uses the expected value (i.e., the sum of a probability-weighted amount) or the most likely amount method, whichever is expected to better predict the amount. These estimates are based on management's assessment of legal enforceability, Company performance, and all information (historical, current, and forecasted) that is reasonably available to the Company.

THE LIRO GROUP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Revenue and Cost Recognition (cont'd.)

Contract Modifications

Contract modifications are routine in the performance of the Company's contracts. Contracts are often modified to account for changes in the contract specifications or requirements. In most instances, contract modifications are for goods or services that are not distinct and, therefore, are accounted for as part of the existing contract.

The Company accounts for contract modifications as a separate contract when the modification results in the promise to deliver additional goods or services that are distinct and the increase in price of the contract is for the same amount as the standalone selling price of the additional goods or services included in the modification.

Cost Recognition

Contract costs include all direct material and labor costs and all other direct and indirect costs related to contract performance. General and administrative expenses are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

Costs incurred that do not contribute to satisfying performance obligations are excluded from the cost input calculation for revenue recognition as these amounts are not reflective of transferring control to the customer. Costs are generally recognized as incurred. Under certain circumstances, costs incurred in the period related to future activity of the contract or costs that benefit the entire performance obligation (fulfillment costs) may be capitalized.

Changes in Contract Performance

Changes in job performance, job conditions and estimated profitability, including those arising from settlements, may result in revisions to costs and income and are recognized in the period in which the revisions are determined. The Company recognizes adjustments in estimated profit on contracts under the cumulative catch-up method. Under this method, the impact of the adjustment on profit recorded to date is recognized in the period the adjustment is identified. Revenue and profit in future periods of contract performance are recognized using the adjusted estimate. Because of the inherent uncertainty in estimating the costs to complete on contracts in process, it is at least reasonably possible that the estimates used will change in the near term.

Economic Factors

- Type of customers - The Company's customers primarily consist of governmental agencies as well as private entities.
- Geographical location of customers - Customers are located throughout the United States of America, primarily in the Northeast, and in some other countries.
- Type of contracts - Contracts are generally performed under cost plus fixed-rate, cost plus fixed-fee, billable rate fees, unit pricing, and lump-sum fixed-price.

THE LIRO GROUP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Accounts Receivable

The Company carries its accounts receivable at cost less an allowance for doubtful accounts. The Company grants credit to commercial customers based upon an analysis of their financial position and other factors. Consequently, an adverse change in those factors could affect the Company's estimate of its bad debts. Normally, accounts receivable are due within 30 to 90 days after the date of the invoice. However, many of the Company's customers are governmental agencies that have extensive processes for application and payment of invoices that may exceed 90 days. The policy for determining the past due status of receivables is based on how recently payments have been received. The Company does not accrue interest on past due receivables. Receivables are written off when they are deemed uncollectible, which may arise when customers file for bankruptcy or are otherwise deemed unable to repay amounts owed to the Company. At December 31, 2022, the allowance for doubtful accounts was \$1,892,000.

Account receivables include billed amounts for services provided to customers for which the Company has an unconditional right to payment. Billed and unbilled amounts for which payment is contingent on anything other than the passage of time are included in contract assets and contract liabilities on a contract-by-contract basis. When payment of the retainage is contingent upon the Company fulfilling its obligations under the contract it does not meet the criteria to be included in contracts receivable and remains in the contract's respective contract asset or contract liability, determined on a contract-by-contract basis. Retainage for which the Company has an unconditional right to payment that is only subject to the passage of time are included in accounts receivable.

Property and Equipment

Property and equipment is stated at cost. The costs of additions and betterments are capitalized and expenditures for repairs and maintenance are expensed in the period incurred. When items of property and equipment are sold or retired, the related costs and accumulated depreciation and amortization are removed from the accounts and any gain or loss is included in income.

Depreciation of property and equipment for financial statement purposes is computed on the straight-line method over the estimated useful lives of the assets as follows:

Transportation equipment	4 years
Furniture and fixtures	7 years
Office and field equipment	3 years

Leasehold improvements are amortized over the shorter of the remaining term of the lease or the useful life of the improvement utilizing the straight-line method.

THE LIRO GROUP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Property and Equipment (cont'd.)

The Company reviews the carrying value of the long-lived assets to determine if facts and circumstances exist which would suggest that the assets might be impaired. If impairment is indicated, an adjustment will be made to reduce the carrying amount of the long-lived assets to their fair value. Based on the Company's review, at December 31, 2022, no impairment of long-lived assets was evident.

Intangible Assets

In accordance with FASB Accounting Standards Codification ("ASC") Subtopic 350-30, *Intangibles - Goodwill and Other*, the Company reviews the carrying value of its indefinite-lived intangibles for impairment at least annually and other long-lived assets for impairment when changes in circumstances indicate that the carrying amount of the assets may not be recoverable. No impairment existed on December 31, 2022.

Intangible assets at December 31, 2022 for financial statement purposes are amortized on a straight-line basis as follows:

Customer relationship	19 years
Backlog	5 years
Tradenname	10 years

Goodwill

Goodwill is recorded when the cost of acquired businesses exceeds the fair value of the identifiable net assets acquired. In order to alleviate the cost and complexities associated with the goodwill impairment assessment, in accordance with FASB ASC Subtopic 350-20-35-63, the Company elected to amortize goodwill, which is tested for impairment on a reporting unit level. Goodwill is amortized on a straight-line basis over a useful life of 10 years.

In accordance with ASU No. 2021-03, *Intangibles - Goodwill and Other (Topic 350): Accounting Alternative for Evaluating Triggering Events*, the Company evaluates the facts and circumstances as of the end of each reporting period to determine whether a triggering event exists and, if so, whether it is more likely than not that goodwill is impaired. On and during the year ended December 31, 2022, the Company did not identify any triggering events that would indicate impairment of goodwill.

Insurance Reserves

The Company purchases commercial insurance policies to cover various risks. The Company accrues for the estimated ultimate liability for incurred losses, both reported and unreported, using methods based on historic trends, modified, if necessary, by recent events. Adjustments to the insurance accruals, based on actual experience or changes in loss assumptions, are reflected in the accounting period in which they are identified and known.

THE LIRO GROUP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Income Taxes

The Company is part of the consolidated federal, state, and local income tax filings of its ultimate parent, GISL. The tax provision was prepared under the separate entity method as if the Company were a separate taxpayer. The amounts of income taxes payable or receivable will be settled with GISL.

Contracts are reported for tax purposes using the percentage-of-completion cost capitalization method as prescribed by Internal Revenue Service ("IRS") Code Section 460(e).

The Company provides for the tax effects of transactions reported in the consolidated financial statements which consist of taxes currently due plus deferred taxes related to the temporary differences between the financial and tax bases of the Company's assets and liabilities. The accompanying provision for income taxes represents federal, state, and local taxes.

The Company evaluates the recoverability of deferred tax assets and establishes a valuation allowance when it is more likely than not that some portion or all of the deferred tax assets will not be realized.

New Accounting Pronouncement

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. This ASU modifies the measurement of expected credit losses on certain financial instruments. The ASU broadens the information that an entity must consider in developing its expected credit loss estimate to include such factors as current market conditions. Under current guidance, recognition of the full amount of credit losses generally is delayed until the loss is probable of occurring.

The amendments in ASU No. 2016-13 are effective for nonpublic entities for fiscal years beginning after December 15, 2022, and interim periods within that year, based on the update in ASU No. 2019-10 to defer implementation date. The amendments in this ASU may be early adopted.

The Company has not yet determined if this ASU will have a material effect on its consolidated financial statements.

Note 3 - Concentrations of Credit Risk

The Company maintains cash balances in various financial institutions. Such balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to \$250,000 per institution. From time to time, the Company's balances may exceed these limits.

At December 31, 2022, approximately 36% of the Company's accounts receivable was derived from two customers. For the year ended December 31, 2022, approximately 33% of the Company's revenues was derived from the same two customers.

THE LIRO GROUP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

Note 4 - Property and Equipment

Property and equipment, net at December 31, 2022 is as follows:

Transportation equipment	\$ 33,000
Furniture and fixtures	578,000
Office and field equipment	1,305,000
Leasehold improvements	<u>3,151,000</u>
	5,067,000
Less: Accumulated depreciation and amortization	<u>1,841,000</u>
	<u><u>\$ 3,226,000</u></u>

Depreciation and amortization expense relating to property and equipment amounted to \$1,206,000 for the year ended December 31, 2022.

Note 5 - Goodwill and Intangible Assets

Goodwill and intangible assets, net at December 31, 2022 are summarized as follows:

	Cost	Accumulated Amortization	Net Book Value
Goodwill	\$ 67,370,000	\$ 14,597,000	\$ 52,773,000
Customer relationship	55,404,000	6,318,000	49,086,000
Backlog	33,203,000	14,388,000	18,815,000
Trade name	<u>29,232,000</u>	<u>6,334,000</u>	<u>22,898,000</u>
Balances at December 31, 2022	<u><u>\$ 185,209,000</u></u>	<u><u>\$ 41,637,000</u></u>	<u><u>\$ 143,572,000</u></u>

Amortization expense related to goodwill and intangible assets amounted to \$19,217,000 for the year ended December 31, 2022.

Future goodwill and intangible asset amortization is as follows:

Years Ending December 31:

2023	\$ 19,217,000
2024	19,217,000
2025	18,110,000
2026	12,576,000
2027	12,576,000
Thereafter	<u>61,876,000</u>
	<u><u>\$ 143,572,000</u></u>

THE LIRO GROUP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

Note 6 - Related Party Transactions

At December 31, 2022, the Company advanced \$28,173,000 to GISL. These advances are unsecured and noninterest-bearing, and management expects collection on these advances within one year.

Many of the building facilities utilized by the Company are owned by real estate companies that are owned by a shareholder of GISL. Rent expense for these leases totaled \$1,270,000 for the year ended December 31, 2022. Future minimal rental payments on these related party office leases are included in Note 8.

Note 7 - Employee Savings Plan

The Company maintains a defined contribution profit sharing plan under Section 401(k) of the Internal Revenue Code for its eligible employees. Participants in the plan may elect to contribute amounts up to the legal maximum established each year by the Internal Revenue Service on a pre-tax basis (up to \$20,500 for the 2022 calendar year, or \$26,000 for employees over the age of 50 at the end of the year). The Company makes a matching contribution of 50% of the first 4% contributed by each employee. The Company's contributions amounted to \$1,780,000 for the year ended December 31, 2022.

Note 8 - Leases

The Company's right-of-use assets and lease liabilities primarily relate to office space.

Lease components in the Company's leases are accounted for following the guidance in ASC 842 for the capitalization of long-term leases. At December 31, 2022, the lease liability is equal to the present value of the remaining lease payments, discounted using the rate of a zero coupon U.S. Treasury instrument for the same period of time as the lease term.

Lease activity for the year ended December 31, 2022 was as follows:

Lease cost:

Operating lease cost	\$ 3,079,000
Short-term lease cost	175,000

Total lease cost	<u>\$ 3,254,000</u>
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Other information:

Cash paid for amounts included in lease liabilities:	
Operating cash flows from operating leases	<u>\$ 3,017,000</u>

Right-of-use assets obtained in exchange for new operating lease liabilities	<u>\$ 18,500,000</u>
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Weighted average remaining lease term - operating leases	<u>7.00 years</u>
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Weighted average discount rate - operating leases	<u>1.32%</u>
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THE LIRO GROUP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

Note 8 - Leases (cont'd.)

Future minimum lease payments as of December 31, 2022 are as follows:

<u>Years Ending December 31:</u>	Operating Leases
2023	\$ 3,099,000
2024	2,899,000
2025	2,872,000
2026	2,803,000
2027	2,601,000
Thereafter	2,793,000
Total future minimum undiscounted lease payments	17,067,000
Less: amount representing interest	670,000
Present value of future payments	16,397,000
Less: current obligations	2,901,000
Long-term obligations	<u>\$ 13,496,000</u>

Note 9 - Contingencies

Standby Letters of Credit

The Company's standby letters of credit in the amount of \$2,256,000 have been fully collateralized by GISI as of December 31, 2022. The Company has access to capital through GISI and its credit facilities, as needed.

Long-Term Debt Guarantee

GISI maintains a financing arrangement through a Syndicated Credit Facility ("SCF") provided by several commercial banks. The Company is a guarantor under the SCF, which consists of a term loan and a revolving line of credit aggregating approximately \$400,000,000. The credit facility is secured by substantially all the assets of GISI and its subsidiaries. On December 31, 2022, GISI's borrowings under the SCF consisted of: (i) a Term Loan of \$130 million, and (ii) a Term Loan in the U.S. Dollar equivalent of \$20 million, which was denominated in Canadian Dollars.

On June 1, 2021, GISI obtained \$400,000,000 through a private offering of unsecured bond notes, the proceeds of which were for the parent company's general corporate purposes. The notes have a maturity date of June 1, 2029 and accrue interest at 5.625%.

On April 7, 2022, GISI obtained \$300,000,000 through a private offering of unsecured bond notes, the proceeds of which were for the parent company's general corporate purposes. The notes have a maturity date of April 15, 2032 and accrue interest at 7.50%.

While GISI is the borrower and responsible for servicing both obligations, all of its subsidiaries are cross guarantors of the SCF and the bond notes.

THE LIRO GROUP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

Note 9 - Contingencies (cont'd.)

Claims and Litigation

The Company is periodically subject to claims and lawsuits that arise in the ordinary course of business. Substantially all of these actions are covered by the Company's general or professional liability insurance. In the opinion of management, the disposition or ultimate resolution of such claims and lawsuits will not have a material adverse effect on the financial position of the Company. Liabilities for loss contingencies arising from claims, litigation and other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated. This estimate can change in the near term. In certain instances, management has determined it to be financially prudent to settle a lawsuit rather than get involved in protracted litigation. A contingency reserve of \$4,100,000 is included within accrued expenses in the consolidated balance sheet at December 31, 2022 to cover the cost of settlement of lawsuits currently in process.

Note 10 - Provision for Income Taxes

The provision for (benefit from) income taxes is summarized as follows:

Current:

Federal	\$ 2,258,000
State and local	1,238,000
	<u>3,496,000</u>

Deferred:

Federal	(2,131,000)
State and local	(675,000)
	<u>(2,806,000)</u>
	<u>\$ 690,000</u>

THE LIRO GROUP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

Note 10 - Provision for Income Taxes (cont'd.)

The net deferred tax assets, resulting from temporary timing differences, in the accompanying consolidated balance sheet at December 31, 2022 is summarized as follows:

Deferred tax assets:	
Accrued bonus	\$ 974,000
Accrued other	926,000
Accrued vacation	858,000
Restricted stock units	1,546,000
Operating lease liability	4,462,000
Tax deductible goodwill and intangible assets	4,307,000
	<u>13,073,000</u>
Deferred tax liabilities:	
Prepaid insurance	(103,000)
Bad debt reserve	(225,000)
Property and equipment	(377,000)
Operating lease right-of-use asset	(4,384,000)
Section 481(a) adjustment - cash to accrual	(99,000)
	<u>(5,188,000)</u>
Net deferred tax asset	<u>\$ 7,885,000</u>

The Company filed income tax returns in the U.S. in federal, state, and local jurisdictions. The Company has analyzed its tax positions and has concluded that, as of December 31, 2022, there were no uncertain tax positions. With few exceptions, the Company is no longer subject to U.S. federal, state, or local tax examinations by taxing authorities for years before 2019. The years 2019 to 2021 remain subject to examination by taxing authorities.

Note 11 - Subsequent Events

The Company has evaluated all events or transactions that occurred after December 31, 2022 through March 21, 2023, which is the date that the consolidated financial statements were available to be issued. During this period, there were no material subsequent events requiring disclosure.

SUPPLEMENTARY INFORMATION

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To The Member
The LiRo Group
Syosset, New York

We have audited the consolidated financial statements of The LiRo Group at and for the year ended December 31, 2022, and our report thereon dated March 21, 2023, which expressed an unmodified opinion on those consolidated financial statements, appears on pages one and two. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The information included in the accompanying consolidated schedules of overhead expenses and the consolidated schedule of EBITDA is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Grassi & Co., CPAs, P.C.

GRASSI & CO., CPAs, P.C.

Jericho, New York
March 21, 2023

THE LIRO GROUP
SUPPLEMENTARY INFORMATION
CONSOLIDATED SCHEDULES OF OVERHEAD EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2022

OVERHEAD - FRINGE BENEFITS:

Holiday, vacation, and sick pay	\$ 9,104,000
Payroll taxes	8,156,000
Employee fringe benefits	10,426,000
Workers compensation	<u>439,000</u>

TOTAL OVERHEAD - FRINGE BENEFITS	<u><u>\$ 28,125,000</u></u>
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OVERHEAD - GENERAL AND ADMINISTRATIVE:

Payroll - staff and premium time	\$ 31,987,000
Legal, accounting, and consultants	2,003,000
Rent	3,896,000
Utilities	347,000
Cleaning and maintenance	476,000
Office supplies and services	2,608,000
Telephone	732,000
Professional development	713,000
Auto and travel	1,253,000
Business development	193,000
Recruitment and advertising	991,000
Professional liability insurance	673,000
Other insurance	4,510,000
Equipment rental and field supplies	545,000
Employee meals	128,000
Miscellaneous expenses	<u>320,000</u>

TOTAL OVERHEAD - GENERAL AND ADMINISTRATIVE	<u><u>\$ 51,375,000</u></u>
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See independent auditors' report on supplementary information.

THE LIRO GROUP
SUPPLEMENTARY INFORMATION
CONSOLIDATED SCHEDULE OF EBITDA
FOR THE YEAR ENDED DECEMBER 31, 2022

Net loss	<u>\$ (374,000)</u>
Adjust for:	
Interest expense	1,000
Provision for income taxes	690,000
Depreciation and amortization - property and equipment	1,206,000
Amortization - goodwill and intangibles	<u>19,217,000</u>
Total adjustments	<u>21,114,000</u>
EBITDA	<u><u>\$ 20,740,000</u></u>

See independent auditors' report on supplementary information.

FILING RECEIPT

=====

ENTITY NAME: RT ASSET HOLDINGS, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: NASS

=====

FILED:10/05/2020 DURATION:***** CASH#:201005000624 FILM #:201005000597
DOS ID:5850832

FILER:

EXIST DATE

DEVON POPE
CULLEN AND DYKMAN LLP
44 WALL STREET
NEW YORK, NY 10004

10/05/2020

ADDRESS FOR PROCESS:

THE LLC
3 AERIAL WAY
SYOSSET, NY 11791

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

=====

SERVICE COMPANY: DELANEY CORPORATE SERVICES LTD.

SERVICE CODE: 30 *

FEES 505.00

FILING 200.00
TAX 0.00
CERT 0.00
COPIES 5.00
HANDLING 300.00

PAYMENTS 505.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 505.00
OPAL 0.00
REFUND 0.00

=====

DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
October 5, 2020.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. LiRo GIS, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 3 Aerial Way	Requester's name and address (optional)	
6 City, state, and ZIP code Syosset, NY 11791		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
1	1	-	2	7	2	0	4	1 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

12/12/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

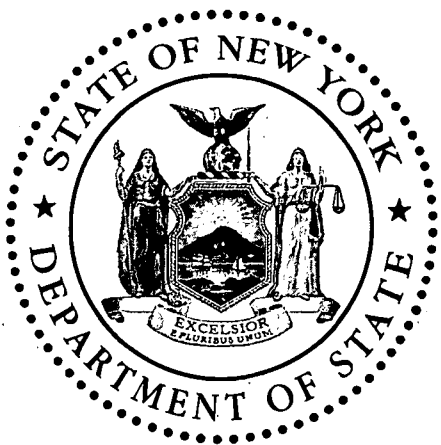
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**STATE OF NEW YORK
DEPARTMENT OF STATE**

I hereby certify that the annexed copy for LIRO GIS, INC., File Number B158313-5 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on March 15, 2023.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

CERTIFICATE OF INCORPORATION
OF
LIRO CONSULTING ENGINEER, P.C.



Under Article 15 of the Business Corporation Law.

The undersigned, for the purpose of forming a corporation pursuant to Article 15 of the Business Corporation Law of the State of New York, does hereby certify and set forth:

FIRST: The name of the corporation is LIRO CONSULTING ENGINEER, P.C.

SECOND: The purposes, for which the corporation is formed, is to practice the profession of Engineer.

The corporation, in furtherance of its corporate purposes set forth above, shall have all the powers that are conferred by the Business Corporation Law upon corporations formed thereunder, subject to any limitations contained in Article 15 of the Business Corporation Law or in accordance with any other provisions of any other statute of the State of New York.

THIRD: The name, residence, profession, professional license or certificate number of all stockholders, directors and officers of the corporation are as follows:

<u>NAME AND ADDRESS</u>	<u>PROFESSION</u>	<u>LICENSE NO.</u>
Rocco L. Trotta 62-04 Mount Olivet Crescent Middle Village, New York 11379	Engineer	53475

Attached hereto is a certificate issued by the licensing authority

/

3158313

certifying that each of the proposed stockholders, directors and officers is authorized by law to practice the profession which the corporation is being organized to practice.

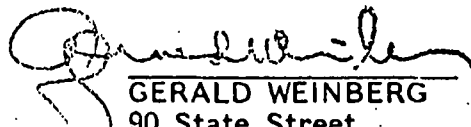
FOURTH: The office of the corporation is to be located in the City of Glen Cove, County of Nassau, State of New York.

FIFTH: The aggregate number of shares which the corporation shall have the authority to issue is Two Hundred (200), all of which shall be without par value.

SIXTH: The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is:

Rocco L. Trotta
Five Village Square
Glen Cove, New York 11545

IN WITNESS WHEREOF, this certificate has been subscribed to this 5th day of October, 1984 by the undersigned, who affirms that the statements made herein are true under the penalties of perjury:


GERALD WEINBERG
90 State Street
Albany, New York

A F F I D A V I T

STATE OF NEW YORK)
) SS.:
COUNTY OF New York)

ROCCO L. TROTTA, being duly sworn deposes
and says:

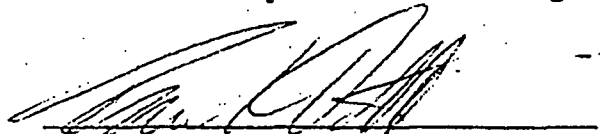
That I am over the age of twenty-one years, and reside at
62-04 Mt. Olivet Crescent, Middle Village, New York 11379

That I am licensed to practice the profession of ENGINEERING
in the State of New York, my license number being 53475.

That I am a stockholder and director of the proposed professional
corporation, known as LIRO CONSULTING ENGINEER, P.C.

That I do hereby consent to the filing of a Certificate of
Incorporation on my behalf, for the above named professional
corporation.

This affidavit is made to induce the Secretary of State of
New York to accept said certificate of incorporation for filing.



Sworn to before me
this 21st day of SEPTEMBER, 1984

Lester M.A. Gulitz

LESTER M. A. GULITZ
NOTARY PUBLIC, State of New York
No. 60-4661617
Qualified in Westchester County
Commission Expires March 30, 1985

The University of the State of New York
THE STATE EDUCATION DEPARTMENT
Albany, New York 12230

Pursuant to the provisions of Section 1503 of the Business Corporation Law, I hereby certify that each of the individuals named below, who are all of the persons named in the attached Certificate of Incorporation of Liro Consulting Engineer, P.C.

a proposed professional service corporation, as the original shareholders, directors and officers thereof, is authorized by law to practice the profession set forth after his name.

I further certify that if such corporation will be authorized by law to practice more than one profession, one or more of such individuals is authorized to practice each profession which such proposed corporation will be authorized to practice.

THE ISSUANCE OF THIS CERTIFICATE DOES NOT CONSTITUTE APPROVAL OF THE CORPORATION NAME BY THE DEPARTMENT OF STATE.

NAME & RESIDENCE ADDRESS

Rocco L. Trotta
62-04 Mount Olivet Crescent
Middle Village, NY 11379

PROFESSION

Professional Engineering

LICENSE OR
CERTIFICATE NO.

053475

SEAL

IN WITNESS WHEREOF, I have hereunto
set my hand in the city of Albany
this 24th day of October, 1984 .


Supervisor of Professional Licensing

8313

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED NOV 05 1984

AMT. OF CHECK \$ 124.50
FILING FEE \$ 10.00
TAX \$ 7.00
COUNTY FEE \$ 4.50
COPY \$ 4.50
CERT \$ 10.00
REFUND \$ 10.00
SPEC HANDLE \$ 10.00

BY: Pharman

CERTIFICATE OF INCORPORATION

OF

LIRO CONSULTING ENGINEER, P.C.

5158313

Filed by:

Tunstead, Schechter & Torre, Esqs.
331 Madison Avenue
New York, New York 10017

STATE OF NEW YORK
DEPARTMENT OF STATE
A TRUE COPY OF THE ORIGINAL
FILED IN THIS OFFICE ON

NOV 05 1984

WITNESS MY HAND AND OFFICIAL
SEAL OF THE DEPARTMENT OF
STATE ON THE DATE AFORESAID

[Signature]
OFFICIAL OF THE DEPARTMENT OF STATE

FILED

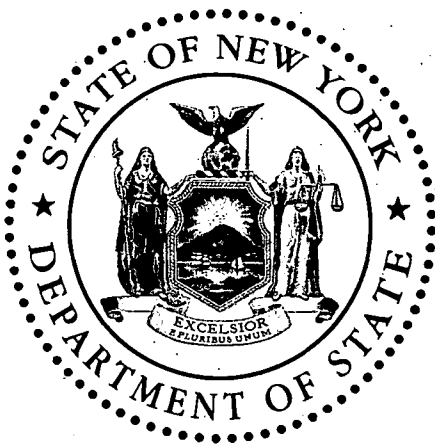
BILLED

431298

**STATE OF NEW YORK
DEPARTMENT OF STATE**

I hereby certify that the annexed copy for LIRO GIS, INC., File Number 940208000340 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on March 15, 2023.



Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State



Certificate of Change

LIRO CONSULTING ENGINEERS, P.C.

under Section 805-A of the Business Corporation Law

940208000340

IT IS HEREBY CERTIFIED THAT:

(a) The name of the corporation is LIRO CONSULTING ENGINEERS, P.C.

and the corporation was formed under the (said) name

(b) The certificate of incorporation was filed by the department of state on the 5th day
of November 19 84.

(c) The certificate of incorporation is changed:

* to specify or change the location of the corporation's office to

~~Canton, New York~~

~~Syosset, NY 11791~~

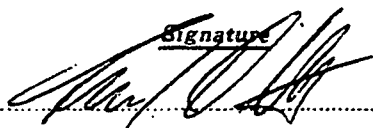
* to specify or change the post office address to which the secretary of state shall mail a copy of any
process against the corporation served upon him to

6 Aerial Way
Syosset, NY 11791

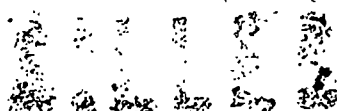
~~* to make, revoke or change the designation of the registered agent of the corporation or to specify
or change the address of the registered agent of the corporation as follows:~~

The change of the certificate of incorporation was approved by or pursuant to authorization of the board of directors

IN WITNESS WHEREOF, this certificate has been subscribed this 3/ day of January 19 94 by the undersigned who affirm(s) that the statements made herein are true under the penalties of perjury.

Type name	Capacity in which signed	Signature
* Rocco Trotta	President & Sole Shareholder	

* See BCL §104 as to who may sign.



940208000340

Certificate of Change

AS TO

LIRO CONSULTING ENGINEERS, P.C.

under Section 805-A of the Business Corporation Law

Filed by: ANTHONY J. CINCOTTA, ESP.
100 CROSSWAYS PARK, WEST
WOODBURY, N.Y. 11797
516 - 364-2266

Office and Post Office Address

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED FEB 08 1994

TAXES

PY:



940208000361

RECEIVED
FEB 8 1994

2

**STATE OF NEW YORK
DEPARTMENT OF STATE**

I hereby certify that the annexed copy for LIRO GIS, INC., File Number 171221000466 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on March 15, 2023.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF**

LIRO CONSULTING ENGINEER, P.C.

Under Section 805 of the Business Corporation Law

First: The name of the corporation is: LiRo Consulting Engineer, P.C.

Second: The date of the filing of the Certificate of Incorporation with the Department of State is: November 05, 1984

Third: The amendment effected by this Certificate of Amendment are as follows:

- A) Paragraph FIRST of the Certificate of Incorporation, relating to the Corporate Name, is hereby amended to read in its entirety as follows:

First: "The name of the Corporation is LiRo GIS and Survey, P.C."

Fourth: This Certificate of Amendment was authorized, first by the vote of the board of directors followed by the unanimous written consent of the holders of all outstanding shares.


Alfred C. Beteche, Authorized Person

CT-07

466

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
LiRo Consulting Engineer, P.C.
Under Section 805 of the Business Corporation Law**

Filer's Name: Alfred C. Bereche, Esq.

Address: 3 Aerial Way

City, State, and Zip Code: Syosset, New York 11791

Cust Ref 1076188505

DRAWDOWN

1 cc.

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED DEC 21 2017

TAX \$

BY:

12.

RECEIVED

2017 DEC 20 PM 4:04

2017 DEC 21 PM 12:58

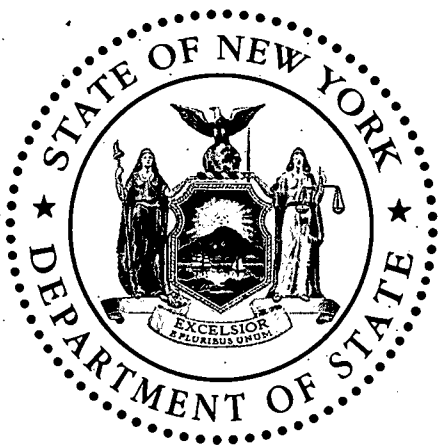
FILED

489

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy for LIRO GIS, INC., File Number 190108000793 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on March 15, 2023.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
LIRO GIS AND SURVEY, P.C.**

Under Section 805 of the Business Corporation Law

First: The current name of the corporation is: LiRo GIS and Survey, P.C.

The name of the corporation has been previously changed, the name under which it was originally formed is: LiRo Consulting Engineer, P.C.

Second: The date of the filing of the Certificate of Incorporation with the Department of State is: November 05, 1984.

Third: The amendments effected by this Certificate of Amendment are as follows:

Paragraph FIRST of the Certificate of Incorporation, relating to the name of the Corporation is amended to read in its entirety as follows:

FIRST: "The name of the corporation is LiRo GIS, Inc."

Paragraph SECOND of the Certificate of Incorporation relating to the corporate purpose is amended to read in its entirety as follows:

SECOND: "The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under Section 402 of the Business Corporation Law. The corporation is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained."

Fourth: This Certificate of Amendment was authorized, first by the vote of the board of directors followed by the unanimous written consent of the holders of all outstanding shares.


Alfred C. Beréche, Duly Authorized Person

78

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION**

LIRO GIS AND SURVEY, P.C.

Under Section 805 of the Business Corporation Law

Filer's Name: Jennifer A. Taylor

Address: 3 Aerial Way

City, State, and Zip Code: Syosset, New York 11791

**CUST REF 11362145 CS
DRAWDOWN**

RECEIVED
2019 JAN -8 PM 12:10

2019 JAN -8 PM 4:31

FILED

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JAN 08 2019

TAXES

BY: AB

25



**Division of Corporations,
State Records and
Uniform Commercial Code**

201005000597

New York State
Department of State
**DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE**
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

(This form must be printed or typed in black ink)

**ARTICLES OF ORGANIZATION
OF**

RT Asset Holdings, LLC

(Insert name of Limited Liability Company)

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

RT Asset Holdings, LLC

SECOND: The county within this state in which the office of the limited liability company is to be located is: Nassau County

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

3 Aerial Way, Syosset, NY 11791

X Devon Pope
(Signature of Organizer)

Devon Pope
(Print or Type Name of Organizer)

ARTICLES OF ORGANIZATION
OF

597.

RT Asset Holdings, LLC

(Insert name of Limited Liability Company)

Under Section 203 of the Limited Liability Company Law

Filer's Name and Mailing Address:

Devon Pope

Name:

Cullen and Dykman LLP

Company, if Applicable:

44 Wall Street

Mailing Address:

NY, NY 10004

City, State and Zip Code:

DRAWDOWN
DELANEY #30

NOTES:

1. This form was prepared by the New York State Department of State for filing articles of organization for a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores.
2. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
3. The Limited Liability Company Law requires that the name end with "Limited Liability Company," "LLC" or "L.L.C." The name of the limited liability company must be uniformly stated throughout this certificate.
4. The filer may not be the limited liability company being formed.
5. The certificate must be submitted with a \$200 filing fee made payable to the Department of State.

(For Office Use Only)

RECEIVED

2020 OCT -5 PM 12:52

1 PC
STATE OF NEW YORK
DEPARTMENT OF STATE
OCT 05 2020
FILED
TAX \$
BY: AB
624



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. c/o Alliant Insurance Services, Inc. 333 Earle Ovington Blvd, Suite 700 Uniondale NY 11553	CONTACT NAME: Connor Baker PHONE (A/C, No, Ext): (516) 414-8900 E-MAIL ADDRESS: Connor.Baker@alliant.com FAX (A/C, No):														
INSURED LiRo GIS, Inc. 3 Aerial Way Syosset NY 11791	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER B : XL Insurance America, Inc.</td><td>24554</td></tr><tr><td>INSURER C : Berkley Assurance Company</td><td>39462</td></tr><tr><td>INSURER D : AXIS Surplus Insurance Company</td><td>26620</td></tr><tr><td>INSURER E : XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : XL Insurance America, Inc.	24554	INSURER C : Berkley Assurance Company	39462	INSURER D : AXIS Surplus Insurance Company	26620	INSURER E : XL Specialty Insurance Company	37885	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : Berkley Assurance Company	39462														
INSURER D : AXIS Surplus Insurance Company	26620														
INSURER E : XL Specialty Insurance Company	37885														
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1071371323**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	11PKG1998000	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 SIR \$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	11PKG1998000	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	US00064696LI24A	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	14WC11998600	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E C D	Crime Pollution/Professional Liability Cyber Liability	Y Y	Y Y	ELU194764-24 PCAB-5023923-0124 P-001-000775258-03	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	Limit Each Claim Limit \$10,000,000 \$10,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Geographic Information Systems Support

Nassau County is included as Additional Insured as respects Liability arising out of work performed by the Named Insured as required by written contract. 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION** 30 Days Notice of CancellationNassau County
1550 Franklin Avenue
Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. c/o Alliant Insurance Services, Inc. 333 Earle Ovington Blvd, Suite 700 Uniondale NY 11553	CONTACT NAME: Connor Baker PHONE (A/C, No, Ext): (516) 414-8900 E-MAIL ADDRESS: Connor.Baker@alliant.com FAX (A/C, No):														
INSURED LiRo GIS, Inc. 3 Aerial Way Syosset NY 11791	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER B : XL Insurance America, Inc.</td><td>24554</td></tr><tr><td>INSURER C : Hanover Insurance Company</td><td>22292</td></tr><tr><td>INSURER D : Berkley Assurance Company</td><td>39462</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : XL Insurance America, Inc.	24554	INSURER C : Hanover Insurance Company	22292	INSURER D : Berkley Assurance Company	39462	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : Hanover Insurance Company	22292														
INSURER D : Berkley Assurance Company	39462														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 2101339071**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	11PKG8914314	1/1/2023	1/1/2024	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	11PKG8914314	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	US00064696LI23A	1/1/2023	1/1/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	14WC18925114	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C D	Valuable Papers Pollution/Professional Liability			RHY-H360453-04 PCAB-5021118-0123	1/1/2023 1/1/2023	1/1/2024 1/1/2024	Limit Each Claim \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION** 30 Days Notice of Cancellation

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Workers'
Compensation
Board

CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) LiRo GIS, Inc. 3 Aerial Way Syosset NY 11791 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 11-2720418
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Information Technology 240 Old Country Road Mineola, NY 11501	3a. Name of Insurance Carrier Arch Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 14WC11998600 3c. Policy effective period 1/1/2024 to 1/1/2025 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

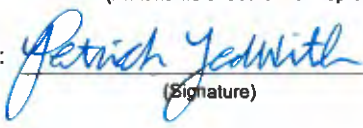
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Patrick Ledwith
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  2/14/2024
(Signature) (Date)

Title: Technical Assistant

Telephone Number of authorized representative or licensed agent of insurance carrier: (516) 414-8900

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) LiRo GIS Inc. 3 Aerial Way Syosset NY 11791 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 11-2720418
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County 1194 Prospect Avenue Westbury, NY 11590	3a. Name of Insurance Carrier Arch Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 14WCI8925114 3c. Policy effective period 1/1/2023 to 1/1/2024 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Connor Baker
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Connor Baker 1/27/2023
(Signature) (Date)

Title: Account Manager - Lead

Telephone Number of authorized representative or licensed agent of insurance carrier: (516) 414-8900

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) LIRO GIS INC. 3 AERIAL WAY SYOSSET, NY 11791 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 112720418
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County 1194 Prospect Avenue Westbury, NY 11590	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL51613 3c. Policy effective period 10/01/2023 to 09/30/2024

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/9/2023 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

**E-35-21**

Certified:

NIFS ID:CQIT21000001**Department: Information Technology****Capital:**

SERVICE: GIS

Contract ID #:CQIT21000001

NIFS Entry Date: 07-JAN-21

Term: from 01-MAR-21 to 29-FEB-24

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: LiRo GIS, Inc.	Vendor ID#: 112720418 01
Address: 3 Aerial Way	Contact Person: Richard Annitto
Syosset, NY 11791	
	Phone:

Department:
Contact Name: Nancy Stanton ***Final Complete Contract to Caresse Capolongo***
Address: 240 Old Country Rd.
Mineola NY 11501
Phone: 516-571-4311

Routing Slip

Department	NIFS Entry: X	07-JAN-21 -- CCAPOLONGO
Department	NIFS Approval: X	07-JAN-21 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	12-JAN-21 -- IQURESHI
OMB	NIFS Approval: X	07-JAN-21 -- SDEWS
County Atty.	Insurance Verification: X	07-JAN-21 -- AAMATO
County Atty.	Approval to Form: X	07-JAN-21 -- MMISRA
CPO	Approval: X	25-JAN-21 -- KOHAGENCE

DCEC	Approval: X	26-JAN-21 -- JCHIARA
Dep. CE	Approval: X	23-FEB-21 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	01-MAR-21 -- JSCHANTZ
Legislature	Approval: X	08-MAR-21 -- CALBERT
Comptroller	Deputy: X	01-APR-21 -- JSCHOEN
NIFA	NIFA Approval: X	14-APR-21 -- MWORSHAM

Contract Summary

Purpose: Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract will enable the vendor to provide GIS support to further this development. Enterprise GIS is a geographic information system that is integrated through an entire organization so that a large number of users can manage, share, and use spatial data and related information to address a variety of needs, including data creation, modification, visualization, analysis, and dissemination. In Nassau County's case, the Enterprise GIS is used across multiple agencies to track assets, capital projects, incidents of multitude, and manage cadastral datasets to name a few use cases. There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS "married" to the Firecom Street Locator System so that when a fire alarm is dispatched, the system will deliver a GIS map at the same time. 2) DPW takes GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partner outside Nassau County government. The services have been awarded to four vendors that Nassau County believes will best be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development, and training.

Method of Procurement: RFP

Procurement History: The Contract was entered into after a written request for proposals was issued on July 20, 2020. Potential proposers were made aware of the availability of the RFP by advertisement in _Newsday_, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on August 27, 2020. Seven proposals were received and evaluated. The evaluation committee consisted of: Erick Bautista (IT), Steven Barry (IT), Daniel Ross (Assessment), Debra Chaffee Davis (PD), Sean Sallie (DPW). The proposals were scored and ranked. As a result of the scoring and ranking, four vendors were selected.

Description of General Provisions: For each of the GIS Support Services requested, the Contractor shall be required to prepare and submit a Statement of Work (SOW) and for all future changes in the SOW, detailing the scope, staffing plan, schedule and cost specific to the GIS Support Service being requested. The following illustrates services that may be requested in future SOWs as described above.

- i. Contractor shall provide on-call user support including problem resolution.
- ii. The Contractor shall perform data maintenance as required or as directed by the County. Data maintenance shall include, but not be limited to planning, support and execution of monthly geodatabase and systems maintenance activities.
- iii. The Contractor shall be responsible for new application development and for continuing application development on work previously completed and for work in progress. This shall include, but not be limited to:
 - a. Developing GIS Web Services
 - b. Developing GIS Web Applications
 - c. Developing Geoprocessing tools

- iv. The Contractor shall provide Systems Administration and Support.
- v. The Contractor shall provide support for implementing software upgrades.

Impact on Funding / Price Analysis: Maximum amount of \$2,000,000.00. Partial Encumbrance of \$400,000.00.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ITGEN1750
Control:	
Resp:	
Object:	DE505
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	\$ 400,000.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 400,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
01	ITGEN1750/DE505	\$ 400,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 400,000.00

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND LIRO GIS, INC. (“LIRO”).

WHEREAS, the County has negotiated a personal services agreement with LiRo for Geographic Information Systems (“GIS”) Support Services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with LiRo.



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: LiRo GIS, Inc.

2. Dollar amount requiring NIFA approval: \$2000000

Amount to be encumbered: \$400000

This is a New

If new contract - \$ amount should be full amount of contract

If advisement ?NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 3/1/2021-2/29/2024

Has work or services on this contract commenced? N _____

If yes, please explain:

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract will enable the vendor to provide GIS support to further this development. Enterprise GIS is a geographic information system that is integrated through an entire organization so that a large number of users can manage, share, and use spatial data and related information to address a variety of needs, including data creation, modification, visualization, analysis, and dissemination. In Nassau County's case, the Enterprise GIS is used across multiple agencies to track assets, capital projects, incidents of multitude, and manage cadastral datasets to name a few use cases. There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS "married" to the Firecom Street Locator System so that when a fire alarm is dispatched, the system will deliver a GIS map at the same time. 2) DPW takes GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partner outside Nassau County government. The services have been awarded to four vendors that Nassau County believes will best be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development, and training.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount
CQIT15000001	04-AUG-20	300,000.00
CQIT20000003	06-JAN-21	95,000.00
CQIT15000015	07-JUL-20	150,000.00

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

12-JAN-21

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: LiRo GIS, Inc.

CONTRACTOR ADDRESS: 3 Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 11-2720418

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. X The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on July 20, 2020. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on August 27, 2020. Seven proposals were received and evaluated. The evaluation committee consisted of: Erick Bautista (IT), Steven Barry (IT), Daniel Ross (Assessment), Debra Chaffee Davis (PD), Sean Sallie (DPW). The proposals were scored and ranked. As a result of the scoring and ranking, four vendors were selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on . This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after a written request for proposals was issued on. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LIST net websites. Proposals were due on. Four proposals were received and evaluated. The evaluation committee consisted of: . The proposals were scored and ranked. As a result of the scoring and ranking, four vendors were selected.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

12/21/20
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.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, NY 11501 (the "Department" or "NCIT") and (ii) LiRo GIS Inc. having its principal office at 3 Aerial Way, Syosset, NY 11791 (the "Contractor").

WITNESSETH:

WHEREAS, a Request for Proposals for Geographic Information Systems Support (the "RFP") was issued on July 20, 2020; and

WHEREAS, the Contractor submitted a proposal to provide Geographic Information Systems Support found to be beneficial to the County; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. **Term.** This Agreement shall commence on March 1, 2021 and shall continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. **Services.** The services to be provided by the Contractor under this Agreement shall consist of Geographic Information Systems Support services (the "Services") and is described in detail in Appendix A ("Scope of Services & Procedures") attached hereto and incorporated herein by reference.

3. **Payment.** (a) Amount of Consideration. (i) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Two Million Dollars \$ 2,000,000.00 ("Maximum Amount") payable in accordance with Appendix B ("Cost Proposal") attached hereto and incorporated herein by reference.

(b) Partial Encumbrance. The Contractor understands that only Four Hundred Thousand Dollars (\$400,000.00) for Services is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered. The County shall not be liable for payment of any amounts which have not been encumbered and approved by the County Comptroller for this Agreement.

(c) The Contractor shall not perform any work under this Agreement unless the County authorizes specific tasks on a Statement of Work ("SOW") authorized by the County in writing and agreed to by the Contractor in writing, and the Comptroller has approved and encumbered funds

sufficient to cover all work to be performed pursuant to such SOW.

(d) The County shall have no liability under this Agreement for any work performed (i) that was not authorized by an SOW and/or where the Contractor's costs exceed the amount authorized by those documents, (ii) that was not authorized by the encumbrance of the necessary funds by the County Comptroller, (iii) where the Contractor's costs exceed the amount/rates specified in Appendix B ("Cost Proposal").

(e) This Agreement shall be deemed to be incorporated into each approved and executed SOW and the terms and conditions contained herein shall govern the relationship of the parties during the term of any SOW.

(f) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(g) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(h) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(i) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such Services or during the term of a Stop Work Order.

4. **Stop Work Order**. The County at its sole discretion may issue a written or oral order to the Contractor to stop work under a particular Statement of Work ("Stop Work Order"), at any time, requiring the Contractor to suspend or stop all, or any part, of the performance due under the Statement of Work ("SOW") for any reason.

(a) Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and shall not incur any additional costs for the work covered by the Stop Work Order during the period of work suspension or stoppage. The County may use the Stop Work Order to:

- (i) Stop or suspend the work for a specific period of time, or

- (ii) Cancel the Stop Work Order and continue work on an SOW, or
- (iii) Terminate the work covered by the Stop Work Order.

(b) If a Stop Work Order is canceled, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the SOW price, or both, at the sole discretion of the County. The SOW shall be modified, in writing, accordingly, if :

- (i) The Stop Work Order results in an increase in the Contractor's cost of performance of the SOW.
- (ii) The Stop Work Order results in a change of deliverables for an SOW.
- (iii) Any other reason the County deems necessary and appropriate.

(c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated the County shall be liable only for those costs incurred prior to the issuance of the Stop Work Order.

(d) The County shall not be liable to the Contractor for loss of profits due to the issuance of a Stop Work Order.

5. Acceptance Criteria.

(a) Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder (the "Deliverables"). Deliverables are the property of the County and must be kept confidential, returned to the County, or destroyed as required by the County. Proprietary qualified vendor materials licensed to the County shall be identified to the County by the qualified vendor prior to use or provision of Services hereunder and shall remain the property of the qualified vendor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the qualified vendor requires the development of application or systems software, all software source and object code is the property of Nassau County.

(b) In the event that a SOW defines the need for the Contractor to provide specific Deliverable(s), NCIT shall notify the Contractor following installation of such Deliverable(s) if it is/they are not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable(s) is/are unacceptable. Acceptance may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria, NCIT may exercise any and all rights hereunder, including but not limited to such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

If the Contractor fails to promptly cure the defect or replace the Deliverable(s), NCIT reserves the right to:

- Cancel the SOW.

- Terminate the Agreement.
- Contract with a different Contractor for the Services.
- Engage with another Contractor outside of this Agreement, if no Contractor is able to perform the required GIS Services.
- Invoice the original Contractor for any differential in price over the original SOW price.

When NCIT rejects any Deliverable(s), the Contractor must remove the rejected Deliverable(s) from the premises of the County within seven (7) business days of notification, unless otherwise agreed by the County in writing. Rejected items may be regarded as abandoned if not removed by the Contractor as provided herein.

6. **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).

7. **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.

8. **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, **Health Insurance Portability and Accountability Act ("HIPAA")**, a living wage, disclosure of information and vendor registration 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 Appendix EE attached hereto and with the County's registration protocol. 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, the occurrence of which shall be 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) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") **acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement 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) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. **As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.**

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, **the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.**

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "**Vendor Code of Ethics**"), and will comply with all of its provisions;
- (ii) **All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;**
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records

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- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

9. **Confidentiality.**

(a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, deliverables, data (including, without limitation, all content in any media or format entered into stored in, and/or susceptible to retrieval from the County's computer systems), or materials, furnished to, or prepared, assembled or used by, the Contractor under this Agreement ("Confidential Information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. Access to Confidential Information shall be restricted to the Contractor's personnel with a need to know and engaged in a permitted use or the prior written consent of the County (and then only to the extent of the consent). Notwithstanding the foregoing, the following shall not be deemed "Confidential Information" information that: (i) was independently developed by Contractor without reference to the Confidential Information of the County or any breach of this Agreement; (ii) was at the time of disclosure, or subsequently becomes, generally available to the public through no fault or breach on the part of Contractor; (iii) Contractor can demonstrate to have had rightfully in its possession without an obligation of confidentiality prior to disclosure hereunder; or (iv) Contractor rightfully obtained from a third party who was not, to Contractor's knowledge, under any obligations of confidentiality with respect thereto, had the right to transfer or disclose it and who provided it not subject to any confidentiality obligation.

(b) Contractor shall use County Confidential Information solely for the purpose of providing Services pursuant to and in accordance with this Agreement. Such Confidential Information will be returned to the County upon completion of the Services.

(c) If the Contractor is or becomes a "Business Associate" as defined in the Health Insurance Portability and Accountability Act ("HIPAA") pursuant to 45 CFR Section 160.103, with respect to any of the services under this Agreement, then the Contractor shall comply with and enter into a Business Associate Agreement with the Department.

(d) **Required Disclosure:** Notwithstanding any inconsistent provision in this Agreement Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure.

(e) Non-Disclosure Agreement (NDA). In furtherance of this Section, Contractor and Contractor Agents, including subcontractors providing services under this Agreement shall be required to enter into an NDA pursuant to Appendix C.

(f) The provisions of this Section shall survive termination of the Agreement.

10. 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.

11. Contractor Personnel.

(a) The Contractor shall require that all Contractor personnel providing Services under this Agreement to comply with all reasonable security requirements of the County.

(b) Key Personnel.

- (i) The Contractor acknowledges that the Contractor personnel providing Services under this Agreement have unique skills, knowledge, training and **experience such that the Contractor's representation that it will engage or employ such individuals to perform the Services was a material consideration in the award of this Agreement to the Contractor ("Key Personnel"). Except as otherwise agreed to by the parties in writing, the Contractor's engagement or employment of Key Personnel to perform the Services or their replacements made in accordance with this Section is an obligation of the Contractor.**
- (ii) Except as otherwise agreed to by the parties in writing, it is the intent of the parties that Key Personnel initially assigned to perform work under the Agreement continue through completion of the Services or such time as the **parties mutually agree that an individual's responsibilities have been fulfilled** under the Agreement. Key Personnel shall not be removed by the Contractor while performing Services, except for the following reasons: termination; serious illness; family leave; personal hardship; or other similar material change in the employment circumstances of the individual that is beyond the **Contractor's control, as permitted by the County.**
- (iii) Within five (5) business days of the departure of Key Personnel assigned to perform work under the Agreement, the Contractor shall provide a replacement individual of reasonably comparable skills, knowledge, training and experience to perform Services under this Agreement, which appointment is subject to approval by the County, not to be unreasonably

withheld. Contractor will ensure that there will be no interruption in the support provided to the County during such transition period, including through other Contractor resources providing services remotely. The Contractor shall deploy commercially reasonable efforts to ensure a smooth transition between the departing and newly-assigned individuals at no additional cost to the County, which transition must include the provision of knowledge transfer documentation, cooperation between the former and newly-assigned individuals, and an overlap, to the extent possible, in the assignment of the former and newly-assigned individual for a duration of a maximum of ten (10) business days, unless County consents to a longer period.

- (iv) The County shall have the right, in its absolute discretion, to require the **removal of the Contractor's personnel at any level assigned to the** performance of the Services or Work, if the County considers such removal necessary or in the best interests of the County. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the project.

12. **Assignment; Amendment; Waiver; Subcontracting.** (a) 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.

(b) If the County provides consent, the Contractor must identify each subcontractor by name, business address and expertise, a full resume of the proposed person and must include the name(s) of the principal(s) of the subcontracting entity. The Contractor must provide a full description of the services to be provided by the Contractor.

13. **Subcontracting.**

(a) The Contractor shall only subcontract work in conformance with Section 12 of this Agreement.

(b) The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and regardless of whether the use of such partners or subcontractors have been approved by the County.

(c) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either

directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(d) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(e) 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.

(f) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

14. Ownership of Work Product/Right to Works.

(a) Any reports, documents, data, photographs, Deliverables, and/or other materials provided to the Contractor by the County shall remain the property of the County and any reports, documents, data, photographs, Deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such **items produced pursuant to this Agreement shall be considered "Work Product". Work Product shall** upon its creation become the exclusive property of the County. The County may use any Work Product prepared by the Contractor in such manner, for such purposes, and as often as the County may deem advisable, in whole, in part or in modified form, in all formats now known or hereafter to become known, without further employment of or additional compensation to the Contractor.

(b) **The Work Product 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 is the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent such **Work Product does not qualify as "work-made-for hire"**, the Contractor hereby irrevocably transfers, assigns and conveys to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Work Product, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Work Product, and they shall be used by the Contractor for no other purpose without the prior written permission of the County. This Section will not be construed as limiting Contractor from performing consulting services similar to the Services or provide deliverables and work product similar to the Work Product for or to other persons, provided that Contractor does so in compliance with the terms and conditions of this Agreement and **does not breach the County's rights.**

(c) In no case shall this Section apply to, or prevent the Contractor from asserting or protecting its rights in, and in no case shall Work Product include, any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement, as well as any improvement made to such pre-existing material, irrespective of the moment at which it was produced.

(d) Contractor shall promptly and fully inform the County, in writing, of any intellectual property dispute, whether existing or potential, of which Contractor has knowledge, relating to any Work Product related to the subject **matter of this Agreement or coming to Contractor's attention in connection with this Agreement.**

15. 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) Infringement Indemnification.

- (i) The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable **attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark, patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or **suit at the Contractor's sole expense, and (C)** assistance in the defense of any such action at the expense of the Contractor.**
- (ii) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance,

or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

- (iii) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.
- (iv) In the event that an action at law or equity is commenced against the **County arising out of a claim that the County's use of a Work Product** infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

(f) The provisions of this Section shall survive the termination of this Agreement.

16. 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) in the aggregate, (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 claim, (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, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability 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.**

17. Warranty. (a) Contractor warrants and represents full ownership, clear title free of all liens, and/or that Contractor has obtained on behalf of County perpetual license rights set forth herein to use the deliverable. Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written **documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.**

(b) The Contractor shall provide a warranty for all Deliverable(s) or product(s) specified in and furnished by or through the Contractor under an SOW. All product(s) or Deliverable(s) provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final **Deliverable (the "Project Warranty Period")**, provided, that no modifications, other than modifications contemplated by or consented to by the Contractor are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor.

(c) The Contractor further warrants and represents that product(s) or Deliverable(s) specified and furnished by or through the Contractor under an SOW shall individually, and where specified by the Contractor to perform as a system, perform as such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period, provided, that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor. During the Project Warranty Period, defects in the product(s) or Deliverable(s) specified and furnished by or through the Contractor shall be repaired or replaced by the Contractor at no cost or expense to the County.

The Contractor shall advise NCIT immediately upon determining that any Deliverable(s) or product(s) will not, or may not, be delivered at the time or place specified. Together with such notice, the Contractor shall state the projected delivery time and date. In the event the delay projected by the Contractor is unsatisfactory, NCIT shall so advise the Contractor and may proceed to procure substitute Deliverable(s), product(s) or Services. NCIT will not unreasonably deem the delay unsatisfactory.

(d) Contractor shall extend the Project Warranty Period for individual product(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the

possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(e) In addition to Contractor's Project Warranty Period, the County shall have the benefit of all manufacturers' standard commercial warranties for individual deliverables, if any.

(f) Where the manufacturer's warranty term is longer than the Project Warranty Period, the Contractor shall notify the County and pass through the manufacturer's warranty to County. Contractor shall not be responsible for coordinating services under the manufacturer's warranty after expiration of the Project Warranty Period.

(g) The warranties set forth herein shall survive any termination of the Agreement with respect to a SOW in accordance with the stated warranty term(s).

18. 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.

19. 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, 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.

20. 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.

21. 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.

22. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

23. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (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.

24. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

25. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

26. Appendices, Exhibits and Attachments.

The following exhibits and appendices are attached hereto and are made a part of this Agreement:

- (i) Appendix A: Scope of Services & Procedures
- (ii) Appendix B: Cost of Services
- (iii) Appendix C: Non-Disclosure Agreement (NDA)
- (iv) Appendix EE: Equal Employment Opportunities for Minorities and Women
- (v) Appendix L: Certificate of Compliance

27. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five hundred and thirty -three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

28. Financial Deterioration of Contractor. In the event the Contractor, its assignees or successor, at any point during the performance of Services and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its deliverable(s) or product(s), the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said deliverable(s) or product(s), at no expense to the County.

29. 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, third party approvals and other governmental 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.

30. 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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

LiRo GIS.

By: 

Name: Richard Anitto

Title: Vice President

Date: 12/10/2020

NASSAU COUNTY

By: 

Name: Helena Williams

Title: County Executive
☒ Deputy County Executive

Date: 4/16/21

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

COUNTY OF Albany)

On the 10 day of December in the year 2020 before me personally came Richard ANNIRO 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 VICE PRESIDENT of THE LIKO GROUP, 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

CAMILLE MATTINA
Notary Public, State of New York
No. 01MA6093049
Qualified in Nassau County
Commission Expires May 27, 2023

STATE OF NEW YORK)

COUNTY OF Albany)

On the 16 day of April in the year 2021 before me personally came Helen M. Thomas 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 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~~

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2022
COMMISSIONED IN NASS COUNTY

APPENDIX A

SCOPE OF SERVICES & PROCEDURES

GIS Services:

For each of the GIS Support Services requested the Contractor shall be required to prepare **and submit a Statement of Work (“SOW”) and for all future changes in the SOW, detailing the** scope, staffing plan, schedule and cost specific to the GIS Support Service being requested. The proposed costs in each SOW shall be in accordance with the titles and rates in Appendix B – Cost. The County shall review the SOW to ensure that it meets the needs of the County in terms of scope, staffing and schedule. Upon completion of the review by the County, the County shall either (i) issue written instructions to the selected Contractor indicating any revisions to the SOW or (ii) issue a written Notice to Proceed with work on the GIS Support Service being contemplated. The Contractor shall not perform any work until such written Notice to Proceed has been issued. The following illustrates services that may be requested in **future SOW’s as described above.**

Minimum Services:

- i. Contractor shall provide on-call user support including problem resolution.
- ii. The Contractor shall perform data maintenance as required or as directed by the County. Data maintenance shall include, but not be limited to planning, support and execution of monthly geodatabase and systems maintenance activities.
- iii. The Contractor shall be responsible for new application development and for continuing application development on work previously completed and for work in progress. This shall include, but not be limited to:

Developing GIS Web Services
Developing GIS Web Applications
Developing Geoprocessing tools

- iv. The Contractor shall provide Systems Administration and Support.
- v. The Contractor shall provide support for implementing software upgrades.

APPENDIX B*
COST

Title	Billing Rate	Nassau County Discount	Nassau County Discounted Rate	Nassau County Overtime Rate
Project Manager -Entry	\$112.18	2.00%	\$109.94	\$109.94
Project Manager I	\$160.16	2.00%	\$156.96	\$156.96
Project Manager II	\$187.25	2.00%	\$183.51	\$183.51
Project Manager III	\$200.78	2.00%	\$196.76	\$196.76
Programmer Analyst -Entry	\$84.13	2.00%	\$82.45	\$82.45
Programmer Analyst I	\$121.09	2.00%	\$118.67	\$118.67
Programmer Analyst II	\$150.26	2.00%	\$147.25	\$147.25
Programmer Analyst III	\$200.78	2.00%	\$196.76	\$196.76
GIS Specialist - Entry	\$75.14	2.00%	\$73.64	\$73.64
GIS Specialist I	\$120.21	2.00%	\$117.81	\$117.81
GIS Specialist II	\$160.28	2.00%	\$157.07	\$157.07
GIS Specialist III	\$185.33	2.00%	\$181.62	\$181.62

*For the optional 2 (two) year renewal periods, parties will discuss and mutually agree to any hourly rate increases not to exceed 3%.

PROGRAM DESCRIPTION AND STAFFING

I. Definition of Skills

Project Managers:

Project Manager (Entry Level) - Less than 2 years experience in overseeing small scaled, non-complex projects, comprised of a small number of deliverables and/or a small number of phases; typically coordinates and delegates the assignments for the consultant project staff numbering up to 5; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements, scope changes, and issues and concerns raised by consultant staff or Issuing Entity.

Project Manager I - Minimum of 2 years experience in overseeing small scaled, non-complex projects, comprised of a small number of deliverables and/or a small number of phases; typically coordinates and delegates the assignments for the consultant project staff numbering up to 10; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements, scope changes, and issues and concerns raised by consultant staff or Issuing Entity.

Project Manager II - Minimum 4 years experience in overseeing medium scaled projects comprised of sub-projects and distinct deliverables; typically coordinates and delegates the assignments for the consultant project staff numbering over 10; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements; scope changes, and financial, administrative, and technical issues and concerns raised by consultant staff or Issuing Entity.

Project Manager III - Minimum 8 years experience in overseeing medium to large scaled projects comprised of sub-projects and distinct deliverables; typically coordinates and delegates the assignments for the consultant project staff numbering over 20; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements, scope changes, and financial, administrative, and technical issues and concerns raised by consultant staff or Issuing Entity.

Programmer/Analysts

Programmer/Analyst (Entry Level) - Less than 2 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid-range, personal computers, laptops.

Programmer/Analyst I - Minimum of 2 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid-range, personal computers, laptops.

Programmer/Analyst II - Minimum of 4 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid-range, personal computers, laptop; available to assist and/or lead in the design of program specifications and the implementation of software solutions.

Programmer/Analyst III - Minimum of 8 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid-range, personal computers, laptop; available to assist and/or lead in the design of program specifications and the implementation of software solutions.

Specialists

Specialist (Entry Level) - Less than 2 years experience in a particular technical and/or business application that is beyond the requirements addressed in the Programmer/Analyst (Entry level) Job Classification/Title as defined in a Project Definition/Specifications.

Specialist I - Minimum of 2 years experience in a particular technical and/or business application that is beyond the requirements addressed in the Programmer/Analyst I Job Classification/Title as defined in a Project Definition/Specifications.

Specialist II - Minimum of 4 years experience in a particular technical and/or business application that is beyond the requirements addressed in the Programmer/Analyst II Job Classification/Title as defined in a Project Definition/Specifications.

Specialist III - Minimum of 8 years experience in a particular technical and/or business application that is beyond the requirements addressed in the Programmer/Analyst III Job Classification/Title as defined in a Project Definition/Specifications.

Appendix C

Non-disclosure Agreement (NDA)

WHEREAS, Nassau County Department of Information Technology (“County”) and LiRo GIS (“Contractor”) have entered into Nassau County contract number “Contract Number” known as the Geographic Information Systems Support.

WHEREAS, County require that the Contractor, and the employees, directors, officers, subcontractors or agents of Contractor (“Contractor Agent(s)”) assigned to work on County projects acknowledge the obligations of confidentiality and non-disclosure applicable to the Contractor and its employees pursuant to the Geographic Information Systems Support Contract.

NOW, THEREFORE, the Contractor and the Contractor Agent(s) acknowledge the following:

Term.

The confidentiality obligations set forth herein shall survive (i) termination of Geographic Information Systems Support Contract and (ii) termination of Contractor Agent’s employment or agency /subcontracting relationship with the Contractor.

Confidential Information.

(a) The Contractor and the Contractor Agent(s) acknowledge and understand that all records, reports, information, and data as further identified below (“Information”) acquired in connection with performance or administration of the Geographic Information Systems Support Contract shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by law.

(b) The Contractor and the Contractor Agent(s) further acknowledge and understand that in connection with performance under Geographic Information Systems Support Contract they may have access to and/or be in possession of confidential information of County (“Confidential Information”). Confidential Information shall mean information regarded by the County as confidential, including any information relating to its past or present research, development or business affairs and any proprietary products, materials or methodologies, technical data, or know-how (including, but not limited to, information relating to software, services, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by the County to the Contractor and the Contractor Agent(s) either directly or indirectly in any form whatsoever (including, but not limited to, in writing, in machine readable or other tangible form, orally or visually): (i) that has been marked as confidential; (ii) whose confidential nature has been made known by the County, orally or in writing, to the Contractor and the Contractor Agent(s); or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

Non-Disclosure.

(a) The Contractor and the Contractor Agent(s) acknowledge and understand that Contractor and its Agent(s) are obligated to hold in confidence, in the same manner as Contractor Agents hold Contractor’s

own confidential information of like kind, all Confidential Information to which they may have access under the Geographic Information Systems Support Contract; provided that in no event shall the Contractor and the Contractor Agent(s) exercise less than reasonable care to protect the Confidential Information.

(b) The Contractor and the Contractor Agent(s) acknowledge and understand that Contractor and its Agents shall not use the Confidential Information for their own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) The Contractor and the Contractor Agent(s) shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In the event of any inconsistency or conflict between the provisions of this agreement and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions.

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's or Agent's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Geographic Information Systems Support Contract.

Reporting.

Contractor and Agent shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Geographic Information Systems Support.

Ownership.

All Information, except the Contractor's proprietary information, to which the Contractor and Contractor Agent(s) have access is at all times the sole property of the County. Neither the Contractor nor the Contractor Agent(s) shall have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Geographic Information Systems Support Contract. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor or Contractor Agent(s), regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Geographic Information Systems Support Contract and shall be returned to the County at the termination of the Geographic Information Systems Support Contract or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Geographic Information Systems Support Contract.

Performance.

(a) Except to the extent necessary to provide services under the Geographic Information Systems Support Contract and with the consent of the County, neither the Contractor nor the Contractor Agent(s) shall attach or load any additional hardware or software to County equipment. The Contractor and the Contractor Agent(s) shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor and the Contractor Agent(s) acknowledge and understand that Contractor and its Agents shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.

Neither the Contractor nor the Contractor Agent(s) shall assign or subcontract their obligations under this NDA.


Breach.

The Contractor and Contractor Agent(s) acknowledge that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor and Contractor Agent(s) agree that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor and Contractor Agent(s) shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor Agent(s) in violation of the terms and conditions of this NDA.

Severability.

If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed, and the remainder of this Agreement will continue in full force and effect.

IN WITNESS WHEREOF, the Contractor and Contractor Agent(s) have executed this Non-Disclosure Agreement as of the date set forth below.

By: 
Name: Richard Amitto
Title: Vice President
Date: 12/19/2020

By: _____
Name: _____
Title: _____

Appendix EE Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-**2002**, entitled **“Participation by Minority Group Members and Women in Nassau County Contracts,”** governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, **or representative will affirmatively cooperate in the implementation of the Contractor’s obligations** herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-**owned business enterprises (“Certified M/WBEs”)** as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) **Contractors for projects under the supervision of the County’s** Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of **all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts** to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as **provided in the civil practice law and rules (“CPLR”)**.

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term “Best Efforts Checklist” shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term “County Contract” shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or **(ii)** a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the **term “County Contract” does not include agreements or orders for the following services: banking** services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a **County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.**
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term “Executive Director” shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term “Subcontract” shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this **Appendix EE, the term “Subcontractor” shall mean a person or firm who** performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

ROCCO TROTTA (Name)

3 AERIAL WAY, SYOSSET, NY 11791 (Address)

516-938-5476 (Telephone Number)


2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has ☒ 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 against the Contractor, 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 Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

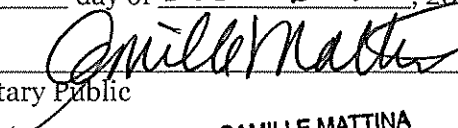
5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

12/10/20
Dated


Signature of Chief Executive Officer
Rocco Trotta
Name of Chief Executive Officer

Sworn to before me this

10 day of December, 2020

Notary Public

CAMILLE MATTINA
Notary Public, State of New York
No. 01MA6093049
Qualified in Nassau County
Commission Expires May 27, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 333 Earle Ovington Blvd Suite 700 Uniondale NY 11553	CONTACT NAME: Connor Baker PHONE (A/C, No, Ext): (516) 414-8900 E-MAIL ADDRESS: Connor.Baker@alliant.com FAX (A/C, No):														
INSURED LiRo GIS, Inc. 3 Aerial Way Syosset NY 11791	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER B : GuideOne National Insurance Co</td> <td>14167</td> </tr> <tr> <td>INSURER C : Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER D : Liberty Mutual Fire Insurance</td> <td>23035</td> </tr> <tr> <td>INSURER E : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER F : Berkley Assurance Company</td> <td>39462</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : LM Insurance Corporation	33600	INSURER B : GuideOne National Insurance Co	14167	INSURER C : Steadfast Insurance Company	26387	INSURER D : Liberty Mutual Fire Insurance	23035	INSURER E : Hanover Insurance Company	22292	INSURER F : Berkley Assurance Company	39462
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COVERAGES
CERTIFICATE NUMBER: 1412400973

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	TB5-621-095507-010	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS5-621-095507-020	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	099000394 AEC 5835019-08	11/1/2020 11/1/2020	11/1/2021 11/1/2021	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	WC2-621-095507-030	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Valuable Papers Pollution Liability Professional Liability	Y Y Y	Y Y Y	RHY-H360453-00 PCAB-5013071-1120	11/1/2020 11/1/2020	11/1/2021 11/1/2021	Limit \$5,000,000 Each Claim \$5,000,000 Each Claim \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Geographic Information Systems Support
 Nassau County is included as Additional Insured as respects Liability arising out of work performed by the Named Insured as required by written contract. 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

CERTIFICATE HOLDER
CANCELLATION 30 Days Notice of Cancellation

Nassau County 1550 Franklin Avenue Mineola, NY 11501	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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