



E-83-20

**NIFS ID:CLPW20000011 Department: Public Works**

**Capital: X**

SERVICE: On-Call SvcesProg Mgmnt Svces-Amend 1-B9000016SL

Contract ID #:CFPW16000031

NIFS Entry Date: 01-MAY-20

Term: from 08-AUG-20 to 08-AUG-22

Amendment
Time Extension: X
Addl. Funds:
Blanket Resolution:
RES#

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

<b>Vendor Info:</b>	
Name: LiRo Program and Construction Management	Vendor ID#: [REDACTED]
Address: 3 Aerial Way Soyosset, NY 11791	Contact Person: [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Joseph Amerigo
Address: NCDPW 1194 Prospect Ave. Westbury, NY 11590 Phone: 516-571-6804

2020 JUN 24 P 3:34  
RECEIVED  
NASSAU COUNTY  
CLERK OF SUPREME COURT

## Routing Slip

Department	NIFS Entry: X	01-MAY-20 -- LDIONISIO
Department	NIFS Approval: X	01-MAY-20 -- KARNOLD
DPW	Capital Fund Approved: X	01-MAY-20 -- KARNOLD
OMB	NIFA Approval: X	11-MAY-20 -- CNOLAN
OMB	NIFS Approval: X	01-MAY-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	01-MAY-20 -- NSARANDIS
County Atty.	Approval to Form: X	01-MAY-20 -- NSARANDIS
CPO	Approval: X	27-MAY-20 -- KOHAGENCE

DCEC	Approval: X	02-JUN-20 -- JCHIARA
Dep. CE	Approval: X	02-JUN-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	24-JUN-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

**Purpose:** This is an Amendment to extend the Contract Term for two additional years. The extended Contract will be utilized to support the County's Staff in managing the Petroleum Tank Program, which includes: Writing the Quarterly EPA Compliance Report, reviewing submittals, Tank Closure Reports, providing technical expertise and identifying damages, among other responsibilities

**Method of Procurement:** Original Contract -An open RFP was issued, advertised in Newsday (3/18/2016), NYS contract reporter (3/18-4/22/2016) and the County Website (eProcure) (3/18-4/22/2016).

**Procurement History:** Four proposals were received. Evaluated following NCDPW procedure. The evaluation committee consisted of Richard Millet, Chief Deputy Commissioner; Kenneth Arnold P.E., Assistant to Commissioner; Brian Schneider, Assistant to Deputy Commissioner; all from Public Works and Christopher Nolan Deputy Budget Director From the Office of Management and Budget. The proposals were scored and ranked. As a result of the scoring and ranking the three highest ranking proposals were selected.

**Description of General Provisions:** With approval of this Amendment, the extended Contract will be utilized to support the County's Staff in managing the Petroleum Tank Program, which includes: Writing the Quarterly EPA Compliance Report, reviewing submittals, Tank Closure Reports and providing Technical Expertise.

**Impact on Funding / Price Analysis:** This Amendment is to extend the term for two additional years. There is no impact on funding. This is a time-only amendment. The original maximum remains the same as \$4,000,000

**Change in Contract from Prior Procurement:** Two year extension of term.

**Recommendation:** (approve as submitted) Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		3	PWCAPCAP/81060/00003/002	\$ 0.01
Control:	81	Contract:				\$ 0.00
Resp:	060	County	\$ 0.00			\$ 0.00
Object:	00003	Federal	\$ 0.00			\$ 0.00
Transaction:	CL	State	\$ 0.00			\$ 0.00
Project #:	81060	Capital	\$ 0.01			\$ 0.00
Detail:	002	Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 0.01		TOTAL	\$ 0.01
% Increase						
% Decrease						

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RULES RESOLUTION NO. – 2020

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with Liro Program & Construction Management PE P.C. for On-call services in connection with disaster recovery services, capital program management, grant administration and similar 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 amendment to an agreement with Liro Program & Construction Management PE P.C.



Nassau County Interim Finance Authority

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

1. **Vendor:** LiRo Program and Construction Management

2. **Dollar amount requiring NIFA approval:** \$.01

**Amount to be encumbered:** \$.01

This is a 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: extend to 8/8/22**

Has work or services on this contract commenced? Y       

If yes, please explain: this is a current contract that is ongoing and expires in August of 2020.

4. **Funding Source:**

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

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

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? Y

Has NIFA approved the borrowing for this contract? Y

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

This is an Amendment to extend the Contract Term for two additional years. With approval of this Amendment, the extended Contract will be utilized to support the County's Staff in managing the Petroleum Tank Program, which includes: Writing the Quarterly EPA Compliance Report, reviewing submittals, Tank Closure Reports and providing Technical Expertise.

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

CNOLAN

11-MAY-20

**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 Program and Construction Management

**CONTRACTOR ADDRESS:** Three Aerial Way, Syosset, NY 11791

**FEDERAL TAX ID #:** 113205660

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.



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

The contract was originally executed by Nassau County on August 8, 2016 \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_ An RFP was issued 3/18/16, four proposals were received 4/22/16, evaluated by committee following Departmental procedure, the highest ranking proposers were selected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature

4/22/20

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.

# Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

## Vendor Disclosures

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

Name of Submitting Entity: LiRo Program and Construction Management, PE P.C.

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

Vendor's EIN or TIN: 113205660

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:  
01/07/2020 04:48:11 PM

Lobbyist Registration and Disclosure Form:  
02/18/2020 04:55:44 PM

Business History Form certified:  
02/18/2020 04:49:45 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
02/18/2020 05:00:04 PM

## Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Michael Bailey, PE [BAILEYM@LIRO.COM]	02/12/2020 03:55:32 PM
Luis M. Tormenta, PE [TORMENTAL@LIRO.COM]	02/11/2020 05:57:32 PM
Lawrence H. Blond, PE [BLONDL@LIRO.COM]	02/11/2020 06:12:03 PM
Michael Burton, PE [BURTONM@LIRO.COM]	02/11/2020 06:22:00 PM
Rocco L. Trotta, PE [TROTTAR@LIRO.COM]	02/12/2020 04:14:31 PM

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

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

### CERTIFICATION

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

Luis M. Tormenta, PE

*Name*

CEO/President

*Title*

LiRo Program and Construcion Management, PE P.C.

*Name of Submitting Entity*

02/18/2020 05:02:36 PM

*Date*



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

[Redacted area]

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:  
Luis M. Tormenta [Redacted]

Dated: 01/07/2020 04:48:11 PM

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

Title: President & CEO



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

No/None

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

No/None

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

No/None

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

No/None

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

No/None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

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

Luis M. Tormenta, PE [REDACTED]

Dated: 02/18/2020 04:55:44 PM

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

Title: CEO/President

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

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



## **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  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

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

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

List of other addresses and telephone numbers attached

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

Type	Business
Description	
Address	101 Hudson Street, 21st Floor
City	Jersey City State/Province/Territory: NJ Zip/Postal Code: 07302
Country	US
Phone	(732) 406-6953

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

Type	Business
Description	
Address	235 East Jericho Turnpike
City	Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country	US

<b>Phone</b>	(516) 746-2350		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	141-07 20th Avenue, Suite 403		
<b>City</b>	Whitestone	State/Province/Territory:	NY Zip/Postal Code: 11357
<b>Country</b>	US		
<b>Phone</b>	(718) 445-5295		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	703 Lorimer Street		
<b>City</b>	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
<b>Country</b>	US		
<b>Phone</b>	(718) 782-0267		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	100 Duffy Avenue, Suite 402		
<b>City</b>	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
<b>Country</b>	US		
<b>Phone</b>	(516) 595-2900		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	85 Allen Street, Suite 300		
<b>City</b>	Rochester	State/Province/Territory:	NY Zip/Postal Code: 14608
<b>Country</b>	US		
<b>Phone</b>	(585) 287-8833		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	538 Spruce Street, Suite 506		
<b>City</b>	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
<b>Country</b>	US		
<b>Phone</b>	(570) 963-7713		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	1266 E. Main Street, Soundview Plaza, Suite 700R		
<b>City</b>	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
<b>Country</b>	US		
<b>Phone</b>	(203) 992-4560		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	529 Main Street, Suite 3303		
<b>City</b>	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
<b>Country</b>	US		
<b>Phone</b>	(617) 723-7100		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	500 Washington Avenue		
<b>City</b>	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
<b>Country</b>	US		

Phone

(207) 582-2400

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

President		Treasurer	
Chairman of Board	03/03/1994	Shareholder	03/03/1994
Chief Exec. Officer		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.

100% Sole Ownership

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. Trotta has Direct or Indirect Common Ownership and Control fo the following LiRo affiliated companies:

LiRo GIS, Inc.  
LiRo Architects + Planners, P.C.  
LiRo Architects & Engineers West, P.C.  
LiRo Architects & Engineers, P.C. (CT)  
LiRo Architects & Engineers, P.C. (PA)  
LiRo Program and Construction Management, Inc.  
LiRo Constructors, Inc.  
LiRo Engineers, Inc.  
RLT Engineering, Geology and Land Surveying, P.C.  
James LaSala & Associates  
DiGiorgio Associates, Inc.  
DAI, 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 numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

0 File(s) Uploaded:

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

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1 File(s) Uploaded: Question 11.pdf

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

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

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

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

I, 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 Program and Construction Management, PE P.C.

Name of submitting business

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

Rocco L. Trotta, PE

Chairman

Title

02/12/2020 04:14:31 PM

Date

**Question 11**





## 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  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

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

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

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	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	538 Spruce Street, Suite 506
City	Scranton State/Province/Territory: PA Zip/Postal Code: 18503
Country	US
Phone	(570) 963-7713
Type	Business
Description	
Address	1266 E. Main Street, Soundview Plaza, Suite 700R
City	Stamford State/Province/Territory: CT Zip/Postal Code: 06902
Country	US
Phone	(203) 992-4560
Type	Business
Description	
Address	1 State Street, 28th Floor
City	New York State/Province/Territory: NY Zip/Postal Code: 10004
Country	US

Phone	(212) 563-0280		
Type	Business		
Description			
Address	690 Delaware Avenue		
City	Buffalo	State/Province/Territory:	NY Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description			
Address	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory:	NY Zip/Postal Code: 11501
Country	US		
Phone	(516) 746-2350		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	85 Allen Street, Suite 300		
City	Rochester	State/Province/Territory:	NY Zip/Postal Code: 14608
Country	US		
Phone	(585) 287-8833		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 406-6953		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		
Phone	(617) 723-7100		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

Phone

(207) 582-2400

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

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

Type	Description	Start Date
Other	Senior Vice President	05/23/2014
Other	Executive Vice President	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 Engineers, Inc.

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

LiRo GIS, Inc.

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

taken.

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

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

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

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

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

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

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

See attached.

1 File(s) Uploaded: Question 11.pdf

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

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

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

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

**CERTIFICATION**

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

LiRo Program and Construction Management, PE P.C.

Name of submitting business

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

Michael Bailey, PE

Executive Vice President

Title

02/12/2020 03:55:32 PM

Date

**Question 11**





## 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  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

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

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

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	85 Allen Street, Suite 300
City	Rochester State/Province/Territory: NY Zip/Postal Code: 14608
Country	US
Phone	(585) 287-8833
Type	Business
Description	
Address	1 State Street Plaza, 28th Floor
City	New York State/Province/Territory: NY Zip/Postal Code: 10004
Country	US
Phone	(212) 563-0280
Type	Business
Description	
Address	690 Delaware Avenue
City	Buffalo State/Province/Territory: NY Zip/Postal Code: 14209
Country	US
Phone	(716) 882-5476
Type	Business
Description	
Address	235 East Jericho Turnpike
City	Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country	US

Phone	(516) 746-2350		
Type	Business		
Description			
Address	141-07 20th Avenue, Suite 403		
City	Whitestone	State/Province/Territory:	NY Zip/Postal Code: 11357
Country	US		
Phone	(718) 445-5295		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 406-6953		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	1266 E. Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		
Phone	(617) 723-7100		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

Phone

(207) 582-2400

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

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

Type	Description	Start Date
Other	Senior Vice President	03/16/2009
Other	Executive Vice President	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 of the following affiliated companies:

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

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

taken.

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

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

See attached.

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

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

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

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

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

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

**CERTIFICATION**

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

LiRo Program and Construction Management, PE P.C.

Name of submitting business

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

Michael Burton, PE

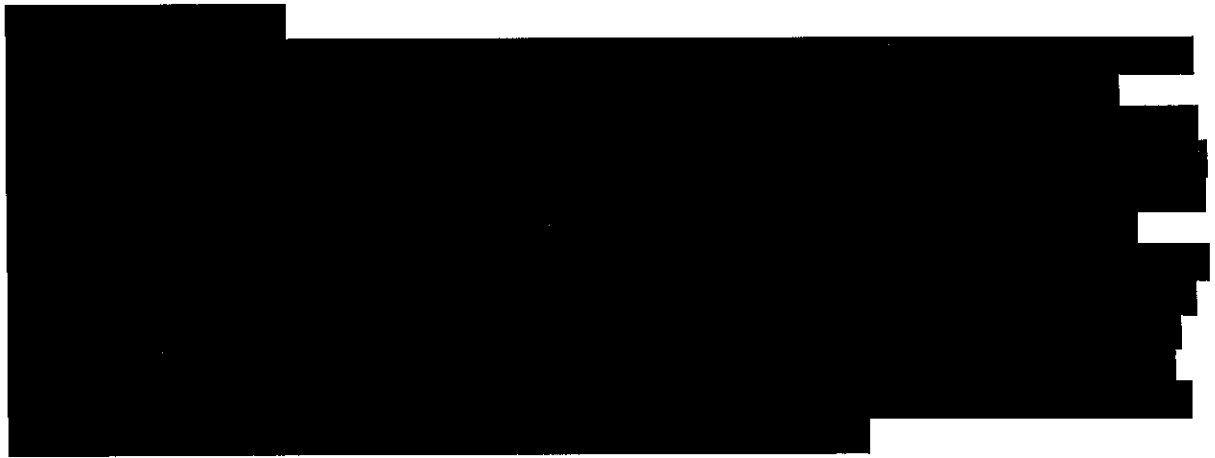
Executive Vice President

Title

02/11/2020 06:22:00 PM

Date

**Question 11**





## 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  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

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

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

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	<u>690 Delaware Avenue</u>
City	<u>Buffalo</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>14209</u>
Country	<u>US</u>
Phone	<u>(716) 882-5476</u>
Type	Business
Description	
Address	<u>1 State Street Plaza, 28th Floor</u>
City	<u>New York</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>10004</u>
Country	<u>US</u>
Phone	<u>(212) 563-0280</u>
Type	Business
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	<u>703 Lorimer Street</u>
City	<u>Brooklyn</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11211</u>
Country	<u>US</u>

<b>Phone</b>	(718) 782-0267		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	100 Duffy Avenue, Suite 402		
<b>City</b>	Hicksville	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11801
<b>Country</b>	US		
<b>Phone</b>	(516) 595-2900		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	101 Hudson Street, 21st Floor		
<b>City</b>	Jersey City	<b>State/Province/Territory:</b>	NJ Zip/Postal Code: 07302
<b>Country</b>	US		
<b>Phone</b>	(732) 406-6953		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	538 Spruce Street, Suite 506		
<b>City</b>	Scranton	<b>State/Province/Territory:</b>	PA Zip/Postal Code: 18503
<b>Country</b>	US		
<b>Phone</b>	(570) 963-7713		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	1266 E. Main Street, Soundview Plaza, Suite 700R		
<b>City</b>	Stamford	<b>State/Province/Territory:</b>	CT Zip/Postal Code: 06902
<b>Country</b>	US		
<b>Phone</b>	(203) 992-4560		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	529 Main Street, Suite 3303		
<b>City</b>	Boston	<b>State/Province/Territory:</b>	MA Zip/Postal Code: 02129
<b>Country</b>	US		
<b>Phone</b>	(617) 723-7100		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	500 Washington Avenue		
<b>City</b>	Portland	<b>State/Province/Territory:</b>	ME Zip/Postal Code: 04103
<b>Country</b>	US		
<b>Phone</b>	(207) 582-2400		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	235 East Jericho Turnpike		
<b>City</b>	Mineola	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11501
<b>Country</b>	US		
<b>Phone</b>	(516) 746-2350		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	85 Allen Street, Suite 300		
<b>City</b>	Rochester	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 14608
<b>Country</b>	US		

Phone

(585) 287-8833

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

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

Type	Description	Start Date
Other	Senior Vice President and General Manager	09/01/2006
Other	Executive Vice President	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 Engineers, Inc.; LiRo GIS, Inc.; Monitor Builders, Inc.; RLT Engineering, Geology and Land Surveying, P.C.; LiRo Program and Construction Management, Inc.; and LiRo Constructors, Inc.
---

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

See attached.

1 File(s) Uploaded: Question 11.pdf

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

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

I, 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 Program and Construction Management, PE P.C.

Name of submitting business

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

Lawrence H. Blond, PE

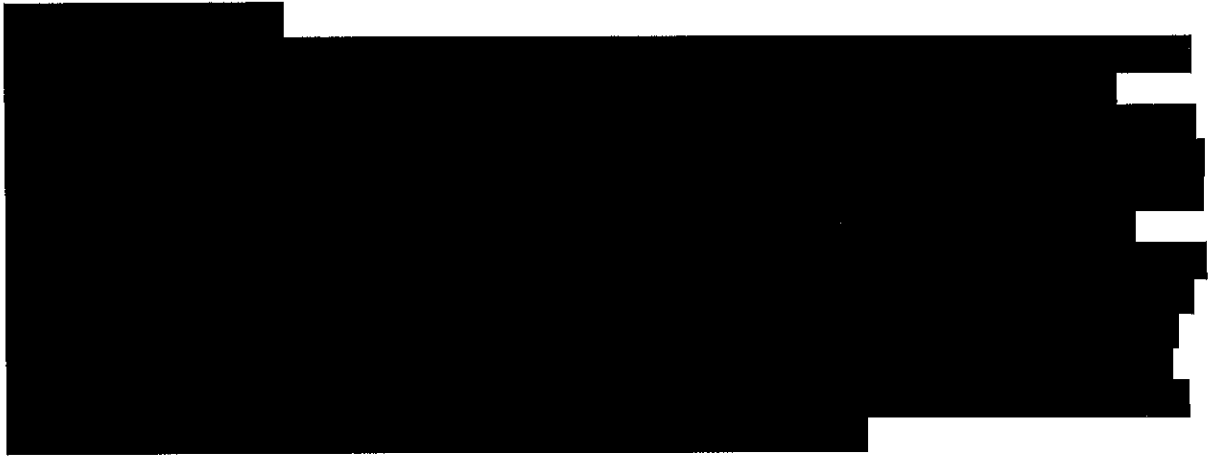
Executive Vice President

Title

02/11/2020 06:12:03 PM

Date

**Question 11**





## 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: Luis M. Tormenta, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

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

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

List of other addresses and telephone numbers attached

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

Type	Business
Description	
Address	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	703 Lorimer Street
City	Brooklyn State/Province/Territory: NY Zip/Postal Code: 11211
Country	US

Phone	(718) 782-0267		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory: NJ	Zip/Postal Code: 07302
Country	US		
Phone	(732) 406-6953		
Type	Business		
Description			
Address	1 State Street Plaza, 28th Floor		
City	New York	State/Province/Territory: NY	Zip/Postal Code: 10004
Country	US		
Phone	(212) 563-0280		
Type	Business		
Description			
Address	690 Delaware Avenue		
City	Buffalo	State/Province/Territory: NY	Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description			
Address	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory: NY	Zip/Postal Code: 11501
Country	US		
Phone	(516) 746-2350		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory: NY	Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	1266 E. Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory: CT	Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory: ME	Zip/Postal Code: 04103
Country	US		
Phone	(207) 582-2400		
Type	Business		
Description			
Address	85 Allen Street, Suite 300		
City	Rochester	State/Province/Territory: NY	Zip/Postal Code: 14608
Country	US		

Phone

(585) 287-8833

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	09/26/2006	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Chief Operating Officer	05/15/2000

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

YES ☐ NO ☒ If Yes, provide details.

--

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

YES ☐ NO ☒ If Yes, provide details.

--

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

YES ☒ NO ☐ If Yes, provide details.

Mr. Tormenta is an officer of the following affiliated companies:

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

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

0 File(s) Uploaded:

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.

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

**CERTIFICATION**

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

LiRo Program and Construction Management, PE P.C.

Name of submitting business

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

Luis M. Tormenta, PE

CEO/President

Title

02/11/2020 05:57:32 PM

Date

Question 11





### 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: 02/18/2020

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

2) Address of Place of Business: 3 Aerial Way

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

Country: US

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

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

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

Address: 141-07 20th Avenue, Suite 403  
City: Whitestone State/Province/Territory: NY Zip/Postal Code: 11357  
Country: \_\_\_\_\_  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

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

Address: 100 Duffy Avenue, Suite 402  
City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801  
Country: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

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

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

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

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

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

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

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

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

\_\_\_\_\_

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: \_\_\_\_\_

- 6) The proposer is a: Other (Describe) Professional Corporation
- 7) Does this business share office space, staff, or equipment expenses with any other business?  
 YES ☒ NO ☐ If yes, please provide details:  
 LiRo Program and Construction Management, PE P.C. shares office space, staff, and equipment expenses with its affiliates: LiRo Architects + Planners, PC and LiRo Engineers, Inc., and LiRo GIS, Inc.
- 8) Does this business control one or more other businesses?  
 YES ☒ NO ☐ If yes, please provide details:  
 Monitor Builders is a subsidiary.
- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
 YES ☐ NO ☒ If yes, please provide details:
- 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

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

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

03/03/1994

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

Rocco L. Trotta, PE, [REDACTED], Chairman and Sole Owner

No individuals with a financial interest in the company have been attached..

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

Rocco L. Trotta, PE, [REDACTED], Chairman  
Luis M. Tormenta, PE, [REDACTED], CEO/President  
Lawrence H. Blond, PE, [REDACTED], Executive Vice President and General Manager  
Michael Burton, PE [REDACTED], Executive Vice President and National Operations Manager  
Michael Bailey, PE, [REDACTED], Executive Vice President

*No officers and directors from this company have been attached.*

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

[REDACTED]

vi) Annual revenue of firm;

[REDACTED]

vii) Summary of relevant accomplishments

See attached

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

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

1 File(s) Uploaded: PCM NYC Certificate of Authorization exp. 12-31-20.pdf

B. Indicate number of years in business.

26

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

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

Company NYS Department of Parks, Recreation and Historic Preservation

Contact Person Stephen McCorkell, RLA

Address 625 Broadway

City Albany

State/Province/Territory NY

Country US

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

Company Dormitory Authority, State of New York

Contact Person Stephen Curro, PE/Managing Director of Construction

Address One Penn Plaza, 52nd floor

City	New York	State/Province/Territory	NY
Country	US		
Telephone	[REDACTED]		
Fax #	[REDACTED]		
E-Mail Address	[REDACTED]		

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Company	Town of Oyster Bay DPW		
Contact Person	Richard Lenz, Commissioner		
Address	150 Miller Place		
City	Syosset	State/Province/Territory	NY
Country	US		
Telephone	[REDACTED]		
Fax #	[REDACTED]		
E-Mail Address	[REDACTED]		

---

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

#### **CERTIFICATION**

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

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

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

Luis M. Tormenta, PE

CEO/President

Title

02/18/2020 04:49:45 PM

Date



THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT

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

LIRO PROGRAM & CONSTRUCTION MANAGEMENT PE PC  
ALFRED C BERECHÉ  
3 AERIAL WAY  
SYOSSET, NY 11791-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 01/01/2018 TO 12/31/2020.



*Martellen Elia*  
MARTELLEN ELIA  
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER  
0014580

Question 13

[REDACTED]

[REDACTED]

#### Question A vii

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

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

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

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Program and Construction Management, PE P.C.

Address: 3 Aerial Way

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

Country: US

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

3. Type of Business: Other (specify) Professional Corporation

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

1 File(s) uploaded Question 4.pdf

*No principals have been attached to this form.*

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

If none, explain.

Rocco L. Trotta, PE, [REDACTED]

*No shareholders, members, or partners have been attached to this form.*

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

See attached

1 File(s) uploaded Question 6.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

[REDACTED]

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

---

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

---

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

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

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

Luis M. Toremnta, PE 

---

Dated: 02/18/2020 05:00:04 PM

---

Title: CEO/President

---

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

#### Question 4

Rocco L. Trotta, PE,

Luis M. Tormenta, PE,

Lawrence H. Blond, PE,

Michael Burton, PE,

Michael Bailey, PE,

#### **Question 6**

LiRo Engineers, Inc. - Common Ownership and Control

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

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

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

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

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

LiRo Constructors, Inc. – Common Ownership and Control

LiRo GIS, Inc. - Common Ownership and Control

RLT Engineering, Geology and Land Surveying, P.C. – Common Ownership and Control

DAI, Inc. – Common Ownership and Control

DiGiorgio Associates, Inc. – Common Ownership and Control

James LaSala & Associates– Common Ownership and Control

Monitor Builders, Inc. – Subsidiary

None of the Affiliated Companies will be participating in the performance of the contract.



AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Liro Program and Construction Management P.C., having its principal office at Three Aerial Way, Syosset, NY 11791, (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number B9000016SL between the County and the Firm, executed on behalf of the County on August 8, 2016, (the "Original Agreement"), the Firm performed certain services on an as needed basis for the County in connection with disaster recovery services, capital program management and grant administration, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from August 8, 2016 through August 8, 2020 (the "Original Term") with the option for two (2) one (1) year extensions.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Four Million Dollars (\$4,000,000.00) (the "Maximum Amount")

WHEREAS, the County and the Firm desire to increase the Term of the Contract,

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

The option to extend the Contract by letter having been previously exercised, the Term of the Contract will now be extended by two (2) additional years to August 8, 2022.

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.

Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

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

period the Contractor is required to retain other records pertinent to performance under this Agreement; and

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

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

Liro Program and Construction Management P.C.

By: Anthony Caggiano

Name: ANTHONY CAGGIANO

Title: VICE PRESIDENT

Date: 4/23/20

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 23 day of APRIL in the year <sup>2020</sup>~~2019~~ before me personally came ANTHONY CAGGIANO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK NY; that he or she is the VICE PRESIDENT of LIRO PROGRAM & CONST. MGMT., 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

DIANA LYN  
NOTARY PUBLIC, State of New York  
No. 01LY6334375  
Qualified In Nassau County  
Commission Expires December 14, 2023

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019 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 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

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

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

**FROM:** Department of Public Works

**DATE:** January 15, 2020

**SUBJECT:** On-Call -- Program Management - Tank Program  
Agreement No. B9000016SL  
Encumbrance No. CFPW16000031  
Amendment for Term

The Department of Public Works procured LiRo Program and Construction Management, Inc., to provide "On Call" Program Management services through an open RFP, and this agreement was signed on August 8, 2016, for two (2) years with an option for two (2), one (1) year extensions at the Commissioner's discretion with a four million dollar (\$4,000,000.00) cap. The Department has twice exercised the option to extend the Contract by letter, extending the expiration date to August 8, 2020. The Department of Public Works is requesting to amend the Contract for an additional two (2) years to August 8, 2022.

LiRo is supporting the in-house staff in managing the Tank Program, including the Manhasset Garage Fueling Station Project which was postponed by the Department until April of 2020, and the NICE Bus Depots Petroleum Tank Removal and Installation Project which is expected to begin in the Spring of 2020. For the above referenced projects LiRo will be providing technical assistance, shop drawing review as well as end point sampling and tank closure reports. LiRo will continue to prepare the quarterly EPA Compliance Reports.

All the terms and conditions of the original agreement shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.

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



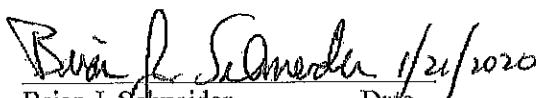
Kenneth G Arnold  
Commissioner

KGA:RM:ac

c: Rakhal Maitra, Deputy Commissioner  
Roseann D'Alleva, Deputy Commissioner,  
Loretta Dionisio, Assistant to Deputy Commissioner  
Joseph Amerigo, Project Manager III

APPROVED:

DISAPPROVED:



Brian J. Schneider      Date  
Deputy County Executive

Brian J. Schneider      Date  
Deputy County Executive



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

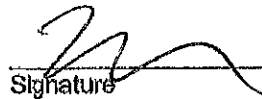
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael Bailey, PE

01/30/2020

Name and Title of Authorized Representative

m/d/yy



Signature

01/30/2020

Date

The LiRo Group

Name of Organization

3 Aerial Way Syosset, NY 11791

Address of Organization



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/22/2019

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).


<b>PRODUCER</b> Alliant Insurance Services, Inc. 333 Earle Ovington Blvd Suite 700 Uniondale NY 11553	<b>CONTACT</b> NAME: Connor Baker PHONE (A/C No. Ext): (516) 414-8800 FAX (A/C No.): E-MAIL: Connor.Baker@alliant.com ADDRESS: Connor.Baker@alliant.com
<b>INSURED</b> LiRo Program and Construction Management, PE P.C. 3 Aerial Way Syosset NY 11791	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Zurich American Insurance Company INSURER B: Crum & Forster Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1840949018 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		Y	Y	GLO 5834596-07	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Contractual Liab							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PROJECT						GENERAL AGGREGATE \$ 4,000,000
		<input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY		Y	Y	1337446459	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	Y	Y	SXS 5835019-07	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 11,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 11,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	Y	WC 5834597-07	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N	N/A					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Pollution/Professional Liability		Y	Y	EOC 9263127-12	11/1/2019	11/1/2020	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Valuable Papers		Y	Y	CPP 1074953-02	11/1/2019	11/1/2020	Each Occ./ Agg. Limit \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: On Call Program Management Services  
Nassau County Department of Public Works is included as additional insured on a primary and non-contributory basis with respects to General Liability, Automobile Liability and Umbrella Liability, where required by written contract. Waiver of Subrogation applies as required by contract. The General Liability additional insured status applies as per endorsement # U-GL-1175-F CW.

<b>CERTIFICATE HOLDER</b>  Nassau County Department of Public Works 1194 Prospect Avenue Westbury NY 11590	<b>CANCELLATION 30 Days Notice of Cancellation</b>  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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LAURA CURRAN  
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.  
COMMISSIONER

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

July 26, 2019

LiRo Engineers, Inc.  
Three Aerial Way  
Syosset, New York 11791

Att: Mr. Anthony Caggiano

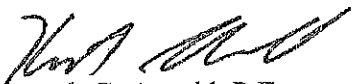
Re: On Call - Program Management- Tank Program  
Agreement No. B9000016SL  
Encumbrance No. CFPW 1600031  
Extension of time

To Whom It May Concern:

You are hereby notified that in accordance with the terms of the above referenced On Call Agreement a one (1) year extension of time is granted, extending the Contract to August 8, 2020.

Should you have any questions concerning these services, please contact Joseph Amerigo, Project Manager III at (516) 571-6804.

Very truly yours,

  
Kenneth G. Arnold, P.E.  
Commissioner of Public Works

KGa:RM:ac

c: Rakhal Maitra, Deputy Commissioner of Public Works  
Jane Houdek, Attorney for Public Works  
Joseph Amerigo, Project Manager III  
Matt Duffy, Inspector, Office of the Comptroller



LAURA CURRAN  
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.  
COMMISSIONER

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

December 26, 2018

LiRo Engineers, Inc.  
Three Aerial Way  
Syosset, New York 11791

Att: Anthony Caggiano

Re: On Call - Program Management- Tank Program  
Agreement No. B9000016SL  
Encumbrance No. CFPW 1600031  
Extension of time

To Whom It May Concern:

You are hereby notified that in accordance with the terms of the above referenced On Call Agreement a one (1) year extension of time is granted, extending the Contract to August 8, 2019.

Should you have any questions concerning these services, please contact Mr. Joseph Amerigo at (516) 571-6804.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Ken Arnold", is written over a horizontal line.

Kenneth G. Arnold, P.E.  
Commissioner of Public Works

KGA:RM:jd

c: Rakhal Maitra, Deputy Commissioner of Public Works  
Jane Houdek, Attorney, Department of Public Works  
Joseph Amerigo, Civil Engineer II

Contract ID#: B9000016SL


 CFPW16000031  
 Department: Public Works  
**E-166-16**  
**CF**
**CF (Capital)****Contract Details**

SERVICE: On-Call Program Management

NIFS ID #: CFPW16 000031 NIFS Entry Date: 6/14/16 Term: From execution to 2 years

New X Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/>	No X
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No <input type="checkbox"/>
Blanket Resolution RES# <input type="checkbox"/>	5) Insurance Required	Yes X	No <input type="checkbox"/>

**Agency Information**

Vendor		County Department
Name Liro Program and Construction Management	Vendor ID# 113265660	Department Contact Kenneth Arnold
Address Three Aerial Way Syosset, N.Y. 11791	Contact Person Joseph Hurley	Address 1184 Prospect Ave Westbury, NY 11590
	Phone 516-938-5476	Phone 516-571-9607

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appl (Dept. Head) <input type="checkbox"/>	6/14/16	Kent Hill	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	6/14/16	Kent Hill	
	OMB	NIFS Approval <input type="checkbox"/>	6/21/16	Wendy Vent	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
6/23/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	6/24/16	R. Amato	
6/23/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	6/24/16	Wendy Vent	Yes <input type="checkbox"/> No <input type="checkbox"/>
6/24/16	Legislative Affairs	For Original Contract to CA <input type="checkbox"/>	6/24/16	Wendy Vent	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
7/12/16	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	7/13/16	Wendy Vent	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	7/13/16	Wendy Vent	
7/21/16	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	7/21/16	Wendy Vent	



## Contract Summary

### Description: On-Call Program Management services

**Purpose:** On-Call Program Management to provide program management services for the County in assisting the Office of Management and Budget (OMB) and the Department of Public Works (DPW) in a number of areas including but not limited to disaster recovery efforts, capital project implementation and grants administration. The Department historically has had various personnel services contracts covering these services.

### Method of Procurement: Request for Proposal (RFP)

**Procurement History:** The Contract was entered into after a written request for proposals was issued on March 18, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and the NYS Contract Reporter and via email to interested parties and by publication on the County procurement website. Proposals were due on April 22, 2016. Four proposals were received and evaluated. The evaluation committee consisted of: Richard Millet, Chief Deputy Commissioner, Kenneth Arnold P.E., Assistant to Commissioner, Brian Schneider, Assistant to Deputy Commissioner all from Public Works and Christopher Nofon, Deputy Budget Director from the Office of Management and Budget. The proposals were scored and ranked. As a result of the scoring and ranking, the three highest-ranking proposals were selected.

**Description of General Provisions:** On-Call Program Management to provide program management services for the County in assisting the Office of Management and Budget (OMB) and the Department of Public Works (DPW) in a number of areas including but not limited to disaster recovery efforts, capital project implementation and grants administration.

**Impact on Funding / Price Analysis:** Funding for task Assignments will come from specific capital projects.

**Change in Contract from Prior Procurement:** To cover the Task Assignments and the future assignments the Department is recommending a contract cap of \$4,000,000 over a duration of two years with an option of two one-year extensions.

**Recommendation:** (approve as submitted)

## Advertisement Information

BUDGET CODES	
Fund:	CAP
Control:	81
Resp:	060
Object:	002
Transaction:	CF

RENEWAL	
% Increase:	
% Decrease:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ .01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ .01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP 81060	\$ .01
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ .01</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was scanned into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: <i>[Signature]</i>	Name: <i>[Signature]</i>	Date: <i>6/18/16</i>
Date: <i>6/16/16</i>	Date: <i>6/16/16</i>	E #: _____ (For Office Use Only)

RULES RESOLUTION NO. 232016

E-162-14

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

Passed by the Rules Committee

Nassau County Legislature

By Voice Yeas on 7-11-16

VOYING:

ayes 9 nays 3 abstained 0 refused 0

Legislators present 7

WHEREAS, the County has negotiated a personal services agreement with LiRo Program and Construction Management, PE, P.C., in connection with "on-call" program management services for the County, 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 Program and Construction Management, PE, P.C.

## CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Liro Program and Construction Management, P.C., a consultant firm having its principal office at Three Aerial Way, Syosset, N.Y. 11791 (the "Firm" or the "Contractor").

### WITNESSETH:

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

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

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

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

1. Term: This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate after two years of the execution date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement two times for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement, on an as needed basis, consist of, but are not limited to; disaster recovery services, capital project program management and grant administration. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A" ("Services"). The Department will direct the Firm to provide specific services, consistent with Exhibit A - Detailed Scope of Services, through the issuance of Task Assignments. The Task Assignments will identify the specific services to be provided, the timeline for completing the work and the means of compensation pursuant to Exhibit B - Payment Schedule.

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

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided they have been approved in advance by the Department in writing, and are subject to compliance with the County's bill paying procedures:

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

as have been approved in advance by the Department.

- (2) Testing Laboratory Services, controlled inspections, and the like.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- (4) Final models, photographs and renderings as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports, and other documents furnished to, or on behalf of the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.
- (6) Direct costs incurred in the relocation of the Firm's temporary field offices.
- (7) Other comparable expenses as approved by the Department.

3. Payment:

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Four Million (\$4,000,000) dollars. The maximum amount set forth above is an estimate projected to cover anticipated future hourly billings under this Agreement. While the parties expect that the maximum amount will be sufficient to cover anticipated billings in the future, and while this Agreement provides that no more than a total of \$4,000,000.00 is authorized hereunder, it is not the intention of the parties to create a fixed or flat fee agreement.

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

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

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

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

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

materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

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

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

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

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

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

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

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any



obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

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

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

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

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

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

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

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

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

9. Indemnification; Defense; Cooperation.



(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including without limitation, reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any negligent acts, willful misconduct, breach of covenants under this Agreement or omissions of the Firm or a Firm Agent.

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

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

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

10. Insurance.

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

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

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

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii)

waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

## 12. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative

service charge of five hundred thirty three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

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

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

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

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

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

(Remainder of page intentionally left blank)

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

LIRo Program and Construction Management, P.C. <sup>PE</sup>

By: [Signature]  
Name: LAURENCE BLAND  
Title: SR. VILL. PERSONNEL  
Date: 6/2/16

NASSAU COUNTY

By: [Signature]  
Name: Charles Richards  
Title: Dist. County Executive  
Date: 8/18/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 2nd day of June in the year 2016 before me personally came Lawrence H. Blond to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Sr. Vice President of LRo Program & Construction Management, P.E.P.C. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

*Joann Henzey*

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

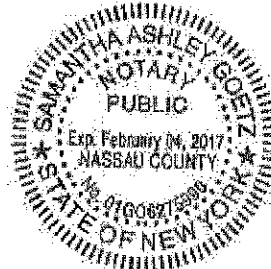
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 8 day of AUGUST in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

*Samantha Goetz*  
NOTARY PUBLIC



## Exhibit "A"

### DETAILED SCOPE OF SERVICES

#### Scope of Services:

The County requires the Program Manager (PM) assistance in a number of services as described below.

#### 1.1 2.1 Disaster Recovery Program Management

The Department working with the County's Office of Management and Budget (OMB) is responsible for the various work assignments associated with recovery from disasters such as Hurricane Irene and/or Superstorm Sandy. The Department has been utilizing a firm to provide Long Term Recovery Management Services associated with Superstorm Sandy. This contract, CQPW14000031, is set to expire and it is the intent of the Department to utilize this on call contract to assign task assignments associated with ongoing recovery work currently assigned to CQPW14000031 and to also assign new task assignments associated with the Superstorm Sandy and/or any other future disaster recovery effort(s) as required. The Firm must have the requisite experience to provide management and administrative support of grant activities and associated management activities as needed for federal and state programs, including, but not limited to Federal Emergency Management Agency (FEMA) including FEMA Public Assistance Program, FEMA Hazard Mitigation (404 and 406), New York State Governor's Office of Storm Recovery (GOSR), Army Corp of Engineers (ACOE), Community Development Block Grants - Disaster Recovery (CDBG-DR) and the New York State Department of Homeland Security and Emergency Services (DHSES), amongst other funding sources, to assist with finalizing reimbursement of all phases of disaster management in response to and recovery from Superstorm Sandy and/or any other events identified as part of a work task assignment. Assignments under this service are typically expected to be reimbursed by the grantor agency or agencies funding the program. The Firm is expected to adhere to all requirements of the funding agency in order to be approved and receive reimbursement including reporting and tracking of compliance of minority utilization plan, training through webinar etc. Appendix M and N of the RFP includes the requirements of various agencies that are expected but not limited to be part of the anticipated assignments.

2.1.1 FEMA Activities - The Firm will advise and assist the County by providing experienced staff to identify all damages, prepare project scopes, and manage all disaster grant eligible projects from inception through project close-out. The Firm will interface with FEMA and other federal and State agencies having legal jurisdiction with respect to the grant funding policies and guidelines to ensure the County receives the maximum eligible reimbursement. With respect to the FEMA Public Assistance and Hazard mitigation Programs, below is a sample of the administrative tasks the Firm will be expected to perform by phase of work.

- Project Listing Development
  - Site Identification
  - Immediate Needs - Identification and Documentation
  - Data Collection and Dissemination
- Project Formulation
  - Site Visits
  - Project Description and Scope Development
  - Cost Estimation and Documentation
  - Project Worksheet Writing, Review and Final Approval

- Evaluate and Document Special Considerations
- Assemble and Support Alternate Site and Improved project requests in anticipation of other funding
- Project Worksheet Processing
  - Collect and process additional documentation requests from FEMA and DHSES
  - Interface with FEMA and DHSES on project specific questions, as needed
  - Assist in the development of Alternate and/or Improved projects by providing justification, documentation and any additional activities needed to advance projects with FEMA and DHSES
- Project Worksheet Management and Closeout
  - Develop, request, transmit and process documents for project payment requests and project cost reconciliations
  - Monitor and review projects, and adjust, or estimate, any changes in costs in preparation for closeout or project worksheet versioning
  - Prepare responses to DHSES with respect to project worksheet reviews and document inspection, and closure document requests
  - Assemble and package documentation for project closeout requests
  - Maintain documents and financial records for final inspection as required by law.

2.1.2 Activities for Other Funding Agencies – The Firm will advise and assist the County by providing experienced staff to perform the activities similar to those listed in 2.1.1 for any and all other disaster-related funding agencies. Such activities may include preparation of applications and the collection of documentation and supporting material necessary to advance such grant applications. Additionally, the firm will provide staff needed for MWBE and Section 3 compliance monitoring and reporting, and other monitoring, compliance and reporting activities as contemplated in disaster-related grant agreements the County may execute.

2.1.3 Meetings – The Firm will schedule and conduct meetings with the County, consultants, funding agencies and other stakeholders, as frequently as necessary to plan and coordinate projects, discuss progress, and solve problems related to the Program. Prepare and distribute meeting notes and agendas. Prepare monthly reports addressing financial updates, project progress, schedule and critical issues categorized by project.

2.1.4 Financial Reporting – The Firm will prepare and maintain financial records, correspondence and project related expenditure and reimbursement reports for submission and inspection by funding agencies and third party auditors in accordance with grant agreement and federal and state reporting requirements.

## 2.2 Capital Project Management

The Department is responsible for the implementation of the County's Capital Program. Within the Capital Program there are various categories including but not limited to Roads, Infrastructure, Traffic and Public Safety. The Department may require work task assignments on any of these categories associated with any of the assignments listed below. It should be noted that there are Firms assigned to Program Management Services for a number of areas currently, i.e. Building Consolidation, Wastewater Facilities, Fuel Tank Compliance. Assignments in these areas will only be requested if the scope of these contracts do not contemplate the required work task assignment.

2.2.1 Planning Services – Review the planning and constructability of capital projects identified in the capital plan and operating budget of the authority. Review related



documents and make recommendations as to site logistical planning, phasing and construction implementation. The relevant documents to be reviewed include operational data, technical reports, drawings, specifications, project information papers, presentations and other documents. Investigate zoning, permitting, environmental, logistic and public relation issues which may impact plan implementation. Inspect the sites and facilities included in the plan, and explore proposed tasks and environs, as needed, to inform the recommendations. Advise the County regarding the relative life-cycle costs and impacts of the various options and recommended viable option. Prepare project milestone schedule to verify logistics and construction sequences.

- 2.2.2 Budgeting – Review existing construction cost estimates and prepare project budgets and an overall program budget, based on these estimates. Where estimates are not provided, prepare conceptual project estimates to facilitate budgeting. As projects progress and estimates are prepared, review and update the project budgets, as necessary, to reflect the best available information. In the event that any project estimate exceeds the budget, confer with the County and stakeholders and prepare recommendations for bringing the project within budget.
- 2.2.1 Scheduling – Develop and maintain the program Master Schedule, using the Critical Path Method, collaborating with the County and other consultants as necessary. The schedule shall include project phases and milestones. Update the Master Schedule monthly to show progress and changes and advise county for recovering schedule delay, if any.
- 2.2.3 Cash Flow Forecasting – Using the project schedules and budgets, prepare a cash flow forecast for the program. Update the cash flow projection whenever there is a change in the Program which will significantly impact the analysis.
- 2.2.4 Meetings – Schedule and conduct meetings with the County, consultants, and other stakeholders, as frequently as necessary to plan and coordinate projects, discuss progress, and solve problems related to the Program. Prepare and distribute meeting notes and agendas. Prepare monthly reports addressing financial updates, project progress, schedule and critical issues categorized by project.
- 2.2.5 Procurement Services – Assist the County in soliciting and evaluating proposals for professional services including architecture, engineering, construction management, commissioning, technical consultants, PLA agreement and/or other specialized services. Similarly, assist the County in procuring construction and other contracts associated with project/program delivery and collaborate with the County and others to develop and implement a procurement strategy including pre-purchase of equipment, to promote the County's interest while complying with all applicable public procurement rules and regulations.
- 2.2.6 Program Administration – Assist in administering the professional services contracts and construction contracts related to the delivery of the projects/program on the County's behalf. This administration includes, but is not limited to reviewing professional/construction work product (deliverables), providing appropriate direction, processing payment requests, progress monitoring and generally administering the professional and construction contracts as an extension of the County's staff. The Program Manager's role encompasses performing such tasks, functions and activities which would benefit and enhance the County's interest in timely, efficiently and economically delivering the Program within budget and schedule, including but not limited to minimizing change orders, claims and delays.
- 2.2.7 Grant and Other Applications – Assist the County in preparing submittals pursuant to federal, state or local grant applications, requests for reimbursement, reporting minority utilization, tracking EBO (Equitable Business Opportunity) system etc. related to the Program.

2.2.8 Public Relations – Assist the County in implementing its community outreach and public relations program. Such assistance may include drafting/preparation of presentations, project information papers, press releases, etc., and attendance at public informational meetings.

2.2.9 Post-construction Services – Where necessary conduct final inspections of the completed project as required. Schedule and coordinate the training of County personnel with respect to the operation and maintenance of equipment, components and systems. Coordinate the delivery and acceptance of attic stock, operation and maintenance manuals, record drawings, as-built Building Information Model (BIM), web based project construction photos, etc.

2.2.10 Field Offices – The Program Manager may be provided furnished and equipped office space within the Department's offices, similar to that provided to the Department's staff, except that the Program Manager shall furnish his own personal computers and software, cellular telephones/Blackberries, and digital cameras. Telephone and internet services and regular office supplies will be provided by the Department at no cost to the Program Manager.

### 2.3 Grant Application Preparation and Management

The Department is proactive in looking for, applying and managing various opportunities to receive outside funding/grants to offset both operating and capital funding. The Department anticipates work task assignments for both assisting staff in the application process for various grant opportunities and/or also the administration of the grant if received. The categories of these grants include but are not limited to: Consolidation Funding Applications (CFA) for the various NYS agencies, Regional Economic Development Council, NYS Environmental Facilities Corporation (EFC), USDOT TIGER Grants Program and Grant programs administered by DASNY.

### 2.4 New York Metropolitan Transportation Council (NYMTC)

The Department's Planning, Transit and Engineering Units are involved with the various committees and sub committees at the different levels of the regional transportation planning process that is part of NYMTC. As such there are various task assignments that maybe required including but not limited to the Regional Transportation Plan (RTP), Transportation Improvement Program (TIP) and Unified Planning Work Program (UPWP).

## Exhibit "B"

### Payment Schedule

#### 2.1 Disaster Management

	HOURLY RATE PER POSITION (1)
Program Manager	\$242.00
Deputy Program Manager	\$220.00
Project Coordinator	\$140.00
Administrative Assistance	\$90.00
Senior Advisor	\$240.00
Engineer Licensed	\$160.00
Engineer	\$110.00
Project Managers	\$195.00
Geographic Information System Specialist	\$110.00
Financial Lead	\$185.00
Database Managers	\$185.00
Construction Managers	\$110.00
Floodplain Subject Matter Expert	\$200.00

1. The hourly rate per position shall be inclusive of all costs including but not limited to insurance, profit, overhead and all related travel expenses.

#### 2.2 Capital Project Management

##### 2.4 New York Metropolitan Transportation Council (NYMTC)

A1. The Firm shall be paid on the basis of 2.15 times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals, while engaging in a technical capacity in the project, on the same basis as technical personnel. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175.00) per hour.**

#### 2.3 Grant Application Preparation and Management

A2. The Firm shall be paid on the basis of 2.4 times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals, while engaging in a technical capacity in the project, on the same basis as technical personnel. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175.00) per hour.**

B. With regard to any task for which payment is calculated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention hereby that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.

C. The firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior

to the effective date of the increase or change of classification. The prior, written approval of the Commissioner is required. If the Firm hires new employees whom they wish to assign to work on this project, they must submit such employees' names, their titles and proposed salaries, and receive prior written approval from the Commissioner.

- D. Claims for services performed shall be accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.
- E. Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.
- H. Extra Services or Additional Costs. If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm, the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein and calculated in accordance with either paragraph A above. Such extra services are to be provided only after written authorization by the Department.
- I. Certain task assignments maybe requested to be paid on a lump sum basis and paid as a percentage complete based upon a pre approved schedule.

## Appendix EE

### Equal Employment Opportunities For Minorities and Women

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, 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, including the granting of Subcontracts.

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to

expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no



charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

APPENDIX "A"

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:

Luis M. Tormenta, PE (Name)

3 Aerial Way, Syosset, NY 11791 (Address)

(516) 938-5476 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor.

3. In the past five years, Contractor has X has not 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:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X 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:

Please see attached.

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.

6-2-16  
Dated

  
Signature of Chief Executive Officer

Luis M. Tormenta, PE  
Name of Chief Executive Officer

Sworn to before me this

2nd day of June, 2016.

  
Notary Public

JOANN HENZEY  
NOTARY PUBLIC, State of New York  
No. 01HE5057913  
Qualified in Suffolk County  
Commission Expires May 8, 2018



## Appendix L

### Response to Question 4.

Date Initiated: Approximately June 1, 2011

Status: Closed

LIRO Program & Construction Management, PE P.C. ("LIRO") and S.A. HVAC, Inc. ("S.A.") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve prevailing wage violations against S.A. as a result of work that S.A. performed on a New York City Department of Design & Construction ("DDC") project. LIRO provided Construction Management and Build Services for capital projects pertaining to DDC's Fire Department portfolio. LIRO hired S.A. through a NYC sanctioned prequalified bidding process to perform heating ventilation and air conditioning work for the period from January 2008 to January 2009. S.A. failed to pay the prevailing rate of wages and benefits to four workers on this sub-contract. S.A. accepts the Comptroller's determination that it knew or should have known that the work it performed for LIRO was steam fitting and that its failure to pay steamfitter wages and benefits constituted a willful violation for the purposes of Labor Law Section 220-b (3)(b). Accordingly, S.A. agreed to pay the City and the employees a total of \$204,604.81, which includes the underpayments, interest, and a 10% civil penalty. To the extent that S.A. does not make full restitution, LIRO acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LIRO's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b). Full restitution has been made by S.A. as required and this matter is closed.

Date Initiated: Approximately September 25, 2012

Status: Closed

LIRO Program and Construction Management, PE P.C. ("LIRO") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve prevailing wage violations against High Tower Construction Group, Inc. in connection with work performed by Hightower on a DDC project in 2005. LIRO provided Construction Management Services for capital projects pertaining to various EMS stations. LIRO hired THC Realty Development, L.P. who then subcontracted to High Tower to perform brickwork on the project in November 2005. High Tower misclassified its employees and as a result failed to pay the prevailing rate of wages and benefits to several workers on this sub-contract. Efforts to locate THC Realty were unsuccessful and High Tower is no longer conducting any business activity. Accordingly, LIRO is the only viable party capable of satisfying High Tower's financial obligation as required by Labor Law Section 223 and agreed to pay \$45,595.51 to satisfy High Tower's underpayment obligation. LIRO acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LIRO's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LIRO was not responsible for the payment of any penalty. This matter is closed.