



Certified: --

**E-16-24**

FILED WITH THE NASSAU COUNTY  
CLERK OF THE LEGISLATURE  
JANUARY 29, 2024 2:35PM

**NIFS ID: CLPW23000022**

Capital: X

Contract ID #: CFPW19000034

NIFS Entry Date: 12/01/2023

**Department: Public Works**

Service: CC WPCP Electrical Distribution Amendment No. 1  
S3C067-05M

Term: NTP was issued on 9/01/2020 with a Twenty-six Months term, one year extension of time extended the term to 11/1/2023. This amendment extends the term for an additional two years.

Contract Delayed: X

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

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

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

Department:
Contact Name: <b>Karen Fay</b>
Address: <b>NCDPW</b> <b>3340 Merrick Road</b> <b>Building R, 3rd Floor</b> <b>Wantagh, NY 11793</b>
Phone: <b>(516) 571-7534</b>
Email: <b>LDionisio@nassaucountyny.gov, EKobel@nassaucountyny.gov, AHAMILTON@NASSAUCOUNTYNY.GOV, DPWcontractadmin@nassaucountyny.gov, Adrian.hamilton@jacobs.com, kfay@nassaucountyny.gov</b>

## Contract Summary

**Purpose:** The Cedar Creek Water Pollution Control Plant Electrical Distribution System Improvements Project duration was extended due to supply chain issues related to COVID-19. The CM is required to provide continued administration of the project during construction on the County's behalf. This is an amendment for additional time and funds.

<p><b>Method of Procurement:</b> Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with Board of Supervisors Resolution 928-1993 and County Executive Order No. 1-1993.</p>
<p><b>Procurement History:</b> RFP documents placed on the County website for the subject services. RFP also advertised in Newsday. Four (4) firms responded with technical and cost proposals on November 18, 2016. LiRo provided the highest rated technical proposal combined with a revised cost proposal that offers the best value to the County for the services required.</p>
<p><b>Description of General Provisions:</b> Construction management (CM) services, including furnishing resident engineers, inspectors, schedulers and estimators to provide the requisite daily inspection of contract work, evaluation of contractor claims and schedule, constructability review of contract documents, and all other CM related services to ensure proper construction of Contract S3C067-05G Electrical Distribution System Improvements at the Cedar Creek Water Pollution Control Plant (CCWPCP). The principal components of this contract include furnishing and installation of replacement electrical sub-stations, transformers, switches motor control centers and ancillary equipment necessary for the operation of CCWPCP.</p>
<p><b>Impact on Funding / Price Analysis:</b> Funding for this amendment is made available through Capital Project 3C067 in the amount of \$1,045,681.01, increasing the maximum to \$2,161,732.31. Project 3C067.</p>
<p><b>Change in Contract from Prior Procurement:</b> This amendment shall extend the terms of the original agreement for an additional two years, and increase funding by \$1,045,681.01.</p>
<p><b>Recommendation:</b> Approve as Submitted</p>

# Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CSW			00	PWCSWCSW	00003	PWCSWCSW 00003 3C067 005	01	\$1,045,681.01
						TOTAL	\$1,045,681.01	

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction	107	County	\$0.00
		Federal	\$0.00
Renewal		State	\$0.00
% Increase		Capital	\$1,045,681.01
% Decrease		Other	\$0.00
		Total	\$1,045,681.01

# Routing Slip

Department			
NIFS Entry	Loretta Dionisio	12/07/2023 11:32AM	Approved
NIFS Final Approval	Roseann D'Alleva	12/08/2023 10:03AM	Approved
Final Approval	Roseann D'Alleva	12/08/2023 10:03AM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	12/08/2023 10:03AM	Approved
Final Approval	Roseann D'Alleva	12/08/2023 10:03AM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	12/08/2023 10:25AM	Approved
Approval as to Form	Salvatore Spezio	12/11/2023 11:22AM	Approved
NIFS Approval	Mary Nori	12/15/2023 09:35AM	Approved
Final Approval	Mary Nori	12/15/2023 09:35AM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	12/08/2023 10:58AM	Approved
NIFA Approval	Christopher Nolan	12/13/2023 12:19PM	Approved
Final Approval	Christopher Nolan	12/13/2023 12:19PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	12/15/2023 01:51PM	Approved
DCE Compliance Approval	Robert Cleary	01/26/2024 05:05PM	Approved
Vertical DCE Approval	Arthur Walsh	01/29/2024 02:20PM	Approved
Final Approval	Arthur Walsh	01/29/2024 02:20PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	01/29/2024 02:32PM	Approved

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

RULES RESOLUTION NO. – 2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF 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., to provide construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute said amendment to the agreement with LiRo Program & Construction Management PE P.C.

## AMENDMENT NO. 1

THIS AMENDMENT (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) the County of Nassau, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) LiRo Program & Construction Management, PE P.C., a consulting engineering firm having its principal office at 3 Aerial Way Syosset, NY 11791 (the "Firm").

### WITNESSETH:

WHEREAS, pursuant to County contract number S3C067-05M between the County and the Firm, executed on behalf of the County on September 1, 2020 (the "Original Agreement"), the Firm performs construction management services for the County in connection with the Cedar Creek Water Pollution Control Plant Electrical Distribution Systems Improvements, which services are more fully described in the Original Agreement;

WHEREAS, the term of the Agreement, was from September 1, 2020, through November 1, 2022, (the "Original Term"); and extended to November 1, 2023 via letter.

WHEREAS, the County and the Firm desire to amend the Term of the Original Agreement; and

WHEREAS, the County and the Firm desire to amend the Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

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

1. Amended Term. The term shall be extended for Two (2) year, so that the termination date of the Agreement as amended by this Amendment shall be November 1, 2025, (the "Amended Expiration Date"). Notwithstanding the foregoing, the Department, in its sole discretion, shall have the option to extend this Amended Agreement for an additional one (1) year by delivering a notice of extension from the Commissioner of DPW, to the Firm at least thirty (30) days prior to the Expiration Date. The Amended 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 extension.

2. Amended Maximum Amount. The Maximum Amount shall be increased by One Million, Forty-five Thousand, Six Hundred Eight-one Dollars and One Cent (**\$1,045,681.01**), so that the maximum amount that the County shall pay to the Firm as full consideration for all Services provided under the Amended Agreement shall be Two Million, One Hundred Sixty-one Thousand, Seven Hundred Thirty-two Dollars and Thirty-one Cents (**\$2,161,732.31**) (the "Amended Maximum Amount")

3. Compliance with Law. Section 7 of the Original Agreement is amended to include the following:

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

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

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and the Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

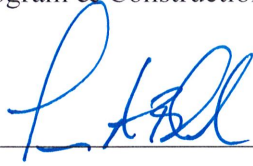
4. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}



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

LiRo Program & Construction Management, PE P.C.

By: \_\_\_\_\_

Name: Lawrence H. Blond, P.E.

Title: Executive Vice President and General Manager

Date: April 4, 2023

COUNTY OF NASSAU

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

)ss.:

On the 4th day of April in the year 2023 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 Executive VP & GM of LiRo Program and Construction Management, PE 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 Henry

**JOANN HENZEY**  
**Notary Public, State of New York**  
**No. 01HE5057913**  
**Qualified in Suffolk County**  
**Commission Expires May 6, 2026**

)ss.:

COUNTY OF NASSAU )

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

NOTARY PUBLIC



## Nassau County Interim Finance Authority

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

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

**2. Amount requiring NIFA approval: \$1,045,681.01**

**Amount to be encumbered: \$1,045,681.01**

Slip Type: Amendment

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

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

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

**3. Contract Term: to NTP was issued on 9/01/2020 with a Twenty-six Months term, one year extension of time extended the term to 11/1/2023. This amendment extends the term for an additional two years.**

Has work or services on this contract commenced? No

If yes, please explain:

**4. Funding Source:**

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

Is the cash available for the full amount of the contract? No

If not, will it require a future borrowing? Yes

Has the County Legislature approved the borrowing? Yes

Has NIFA approved the borrowing for this contract? No

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

The Cedar Creek Water Pollution Control Plant Electrical Distribution System Improvements Project duration was extended due to supply chain issues related to COVID-19. The CM is required to provide continued administration of the project during construction on the County's behalf. This is an amendment for additional time and funds.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
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## 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

12/13/2023

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**Authenticated User**

**Date**

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## 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.

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**Authenticated User**

**Date**

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## NIFA

Amount being approved by NIFA:

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

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**Authenticated User**

**Date**

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**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.**

Elaine Phillips  
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: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

FEDERAL TAX ID #: [REDACTED] \_\_\_\_\_

**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 \_\_\_\_\_[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

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

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

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

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

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

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

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

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

**VII. ☐ 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

\_\_\_\_\_  
Date

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

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

**TO:** Contract File

**FROM:** Jane Houdek, Esq.  
Designated DCCO

**DATE:** January 4, 2024

**SUBJECT:** Contract No: S3C067-05M  
LiRo Program and Construction Management  
CM Services – CC WPCP Electrical Distribution System Improvements  
Responsibility Determination Memo

DPW Summary Finding

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

NYS Standard for State and Municipal Contract Approval

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

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

Application of the FLIP test

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

1. Financial and Organizational Capacity

The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority

Vendor is not debarred. Vendor possesses requisite licenses.

3. Integrity

Vendor possesses requisite business integrity-analysis of vendor information described in later portion of





December 6, 2023

SUBJECT: Contract No: S3C067-05M  
LiRo Engineers, Inc.  
CM Services – CC WPCP Electrical Distribution System Improvements  
Responsibility Determination Memo

this memorandum.

4. Past Performance

Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

Nassau County Procurement Policy Requirements

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

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

The following is quoted from Appendix E:

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

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

A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the

December 6, 2023

SUBJECT: Contract No: S3C067-05M  
LiRo Engineers, Inc.  
CM Services – CC WPCP Electrical Distribution System Improvements  
Responsibility Determination Memo

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

Application of the Materiality Evaluation to Determine Vendor Integrity

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

Adverse Information Review

Vendor reports an OSHA violation by a nonperforming affiliate in 2021 resulting from a fall by an employee from an unprotected elevated work site. Vendor reports the corrective measures it has taken on subsequent jobsites to prevent a reoccurrence of the conditions that lead to the OSHA violation. Vendor reports multiple New York City administrative citations issued to a nonperforming affiliate related to violations of New York City air and noise codes. Vendor reports that a nonperforming affiliate was delinquent in filing commercial rent tax returns related to its lower Manhattan office space for the years 2012-2020. Vendors reports that the affiliate has hired a new account and has provided proof the County that it has filed the returns and paid the taxes plus interest.

The pending Vendor contracts with the County are for design work and construction management work. Accordingly, the construction work that gave rise to the OSHA violations and the New York City code citations is not the type of work that will be performed for the County, so similar violations cannot occur while performing County contract work. The NYC rent tax payment delinquencies have been corrected. The Department has concluded that the vendor is a responsible vendor for the performance of the scope of work in Contract S3C067-05M.



Jane Houdek  
Attorney for DPW

JH:pl

Page 4

December 6, 2023

SUBJECT:      Contract No: S3C067-05M  
                 LiRo Engineers, Inc.  
                 CM Services – CC WPCP Electrical Distribution System Improvements  
                 Responsibility Determination Memo



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

Dated: 10/12/2023 02:29:50 pm

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

Title: Chairman, CEO, President

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael Bailey, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US  
Business Address: 3 Aerial Way  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 938-5476  
Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

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

---

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

---

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

---

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

---

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

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<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>	690 Delaware Avenue		
<b>City</b>	Buffalo	<b>State/Province/Territory:</b>	NY
<b>Country</b>	US	<b>Zip/Postal Code:</b>	14209
<b>Phone</b>	(716) 882-5476		

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

<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
<b>Country</b>	US	<b>Zip/Postal Code:</b>	14608
<b>Phone</b>	(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)			

<b>Type</b>	Other
<b>Description</b>	Senior Vice President

Start Date 05/23/2014

Type Other

Description Executive Vice President

Start Date 01/15/2020

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

YES ☐ NO ☒ 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?

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

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

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

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

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

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

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

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

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

See Attached

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

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

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

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

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

**CERTIFICATION**

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

LiRo Program and Construction Management, PE P.C.

Name of submitting business

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

Michael Bailey, PE BAILEYM@LIRO.COM

Executive Vice President

Title

10/12/2023 02:36:24 pm

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Lawrence H. Blond, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

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

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

List of other addresses and telephone numbers attached

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

**Type** Business  
**Description** \_\_\_\_\_  
**Address** 1266 E. Main Street, Soundview Plaza, Suite 700R  
City: Stamford State/Province/Territory: CT Zip/Postal Code: 06902  
Country: US  
Phone: (203) 992-4560

---

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

---

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

---

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

---

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

---

Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/ Territory:	PA
		Zip/Postal Code:	18503

<b>Country</b>	US
<b>Phone</b>	(570) 963-7713

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

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

<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	85 Allen Street, Suite 300		
<b>City</b>	Rochester	State/Province/ Territory:	NY
<b>Country</b>	US	Zip/Postal Code:	14608
<b>Phone</b>	(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)			

<b>Type</b>	Other
<b>Description</b>	Senior Vice President and General Manager

Start Date 09/01/2006

Type Other

Description Executive Vice President

Start Date 01/15/2020

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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?

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

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

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

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

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

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

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



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

See attached

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

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

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

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

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

**CERTIFICATION**

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

LiRo 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 BLONDL@LIRO.COM

---

Executive Vice President

---

Title

10/12/2023 02:37:39 pm

---

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

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

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

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

List of other addresses and telephone numbers attached

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

---

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

---

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

---

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

---

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

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Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	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>	690 Delaware Avenue		
<b>City</b>	Buffalo	<b>State/Province/Territory:</b>	NY
<b>Country</b>	US	<b>Zip/Postal Code:</b>	14209
<b>Phone</b>	(716) 882-5476		

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

<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
<b>Country</b>	US	<b>Zip/Postal Code:</b>	14608
<b>Phone</b>	(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)			

<b>Type</b>	Other
<b>Description</b>	Senior Vice President

Start Date 03/16/2009

Type Other

Description Executive Vice President

Start Date 01/15/2020

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

YES ☐ NO ☒ 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.  
LiRo Corp. f/k/a DiGiorgio Associates Inc.  
DAI, Inc.

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

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

See Attached

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

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

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



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

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

**CERTIFICATION**

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

LiRo Program and Construction Management, PE P.C.

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Name of submitting business

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

Michael Burton, PE BURTONM@LIRO.COM

---

Executive Vice President

---

Title

10/12/2023 02:35:07 pm

---

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: B. Charles Manning  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

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

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

List of other addresses and telephone numbers attached

**Type** Business  
**Description** \_\_\_\_\_  
**Address** 1 State Street, 28th Floor  
City: New York State/Province/Territory: NY Zip/Postal Code: 10004  
Country: US  
Phone: \_\_\_\_\_

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

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

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

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

---

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

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<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>	690 Delaware Avenue		
<b>City</b>	Buffalo	State/Province/ Territory:	NY
<b>Country</b>	US	Zip/Postal Code:	14209
<b>Phone</b>	(716) 882-5476		

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

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

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

President		Treasurer	
Chairman of Board		Shareholder	10/30/2020
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% 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.

Owner of:

LiRo Architects + Planners, P.C.

LiRo Architects & Engineers West, PC (New Jersey)

LiRo Architects & Engineers, PC (Connecticut)

LiRo Architects & Engineers, PC (Pennsylvania PC)

RLT Engineering, Geology & Land Surveying, PC

Sole Member of Charles Manning Consulting LLC

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

- 9.
- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

12

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

13

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

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

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

**CERTIFICATION**

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

LiRo Program and Construction Management, PE P.C.

Name of submitting business

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

B. Charles Manning MANNINGC@LIRO.COM

Director and Owner

Title

10/12/2023 02:41:12 pm

Date



## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Rocco Trotta, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED] d  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

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

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

List of other addresses and telephone numbers attached

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

**Type** Business  
**Description** \_\_\_\_\_  
**Address** 1266 E. Main Street, Soundview Plaza, Suite 700R  
City: Stamford State/Province/Territory: CT Zip/Postal Code: 06902  
Country: US  
Phone: (203) 992-4560

---

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

---

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

---

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

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

---

Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/ Territory:	PA
		Zip/Postal Code:	18503

<b>Country</b>	US
<b>Phone</b>	(570) 963-7713

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

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

<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
<b>Country</b>	US	<b>Zip/Postal Code:</b>	14608
<b>Phone</b>	(585) 287-8833		

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

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

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

LiRo Architects + Planners, P.C.

LiRo Engineers, Inc.

LiRo Architects & Engineers West, P.C.

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

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

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

LiRo GIS, Inc.

Monitor Builders, Inc.

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

DAI, Inc.

LiRo Corp. f/k/a DiGiorgio Associates, Inc.

James LaSala & Associates, LLP

Additional companies owned by Mr. Trotta are attached.

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

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See Attached

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

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

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

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

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

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

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

**CERTIFICATION**

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

LiRo Program and Construction Management, PE P.C.

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Name of submitting business

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

Rocco Trotta, PE TROTTAR@LIRO.COM

---

Chairman, CEO, President

---

Title

10/12/2023 02:33:26 pm

---

Date

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

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



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

RocVallina Corp.

EIN: [REDACTED] 2

Nature of Business: For Profit

61 IU Willets Road

Old Westbury, NY 11568

## Question 11 Attachment

## **VIOLATIONS**

1.

Agency: New York State Department of Labor

Violation No.: 26335922

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

2.

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

Violation No.: 050051951R

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

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

3.

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

Violation No.: 0500051032X

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

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

4.

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

Violation No.: 26379009

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

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

5.

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

Violation No.: 50054042N

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

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

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

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

6.

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

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

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

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

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

7.

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

Violation No.: 05100324L

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

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

8.

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

Violation No.: 051003316P

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

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

9.

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

Violation Nos.: 051003696Z

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

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

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

10.

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

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

12.

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

Violation No.: 0051004102R

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

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

13.

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

Violation No.: 051004210Y

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

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

14.

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

Violation No.: 051004424J

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

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

15.

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

Violation No.: 051004402Z

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

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



16.

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

Violation No.: 051004900L

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

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

17.

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

Violation No.: 051004968H

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

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

18.

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

Violation No.: 051005033R

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

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

19.

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

Violation No.: 051005594R

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

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

20.

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

Violation No.: 051005820X

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

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

21.

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

Violation No.: 051006403J

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

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

22.

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

Violation No.: #051006429H

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

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

23.

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

Violation No.: #051006498L

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

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

24.

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

Violation No.: #051006428X

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

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

25.

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

Violation No.: #051006971H

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

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

26.

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

Violation No.: # 051007440N

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

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

## **OSHA Violation**

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

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



### Summary of the Regulatory Incidents

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

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

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

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

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

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

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

### **Business History Form**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

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

Date: 10/12/2023

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: 1266 E. Main Street, Soundview Plaza, Suite 700R

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

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

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

Address: 141-07 20th Avenue, Suite 403

City: Whitestone State/Province/  
Territory: NY Zip/Postal  
Code: 11357

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

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

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Address: 235 East Jericho Turnpike

City:	<u>Mineola</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11501</u>
Country:	<u></u>				
Start Date:	<u></u>			End Date:	<u></u>

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Address: 333 Thornall Street

City:	<u>Edison</u>	State/Province/ Territory:	<u>NJ</u>	Zip/Postal Code:	<u>08837</u>
Country:	<u>US</u>				
Start Date:	<u></u>			End Date:	<u></u>

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Address: 529 Main Street, Suite 3303

City:	<u>Boston</u>	State/Province/ Territory:	<u>MA</u>	Zip/Postal Code:	<u>02129</u>
Country:	<u></u>				
Start Date:	<u></u>			End Date:	<u></u>

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Address: 538 Spruce Street, Suite 506

City:	<u>Scranton</u>	State/Province/ Territory:	<u>PA</u>	Zip/Postal Code:	<u>18503</u>
Country:	<u></u>				
Start Date:	<u></u>			End Date:	<u></u>

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Address: 690 Delaware Avenue

City:	<u>Buffalo</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>14209</u>
Country:	<u></u>				
Start Date:	<u></u>			End Date:	<u></u>

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Address: 703 Lorimer Street

City:	<u>Brooklyn</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11211</u>
Country:	<u></u>				
Start Date:	<u></u>			End Date:	<u></u>



Address: 85 Allen Street, Suite 300  
City: Rochester State/Province/Territory: NY Zip/Postal Code: 14608  
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 [X] NO [ ] If yes, please provide details:

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

LiRo Engineers, Inc.

LiRo Architects & Engineers West, P.C.

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

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

LiRo Architects + Planners, P.C.

LiRo Constructors, Inc.

LiRo GIS, Inc.

Monitor Builders, Inc.

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

DAI, Inc.

LiRo Corp f/k/a DiGiorgio Associates, Inc.

James LaSala & Associates, LLP

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

YES [X] NO [ ] If yes, please provide details:

Monitor Builders, Inc. is a subsidiary.

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES ☒ NO ☐ If yes, please provide details:

See attached file.

1 File(s) uploaded: BH Q9.pdf

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?  
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES ☒ NO ☐ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

See Attached

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

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

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

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

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

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

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

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists to the best of our knowledge

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

No conflict exists to the best of our knowledge

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

No conflict exists to the best of our knowledge

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest

would not exist for your firm in the future.

We are not aware of any matter 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.

B. Charles Manning, 119 Kensington Road, Garden City, NY 11530 is 100% owner of LiRo Program and Construction Management, PE P.C.

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

Rocco L. Trotta, PE, 66 I.U. Willets Road, NY 11560, Chairman, CEO, President  
Lawrence H. Blond, PE, 30 Martin Place, Syosset, NY 11791 Executive Vice President  
Michael Burton, PE 880 Pacific Street, Apt. 1762, Stamford, CT 06902, Executive Vice President  
Michael Bailey, PE, 23 Cobblers Lane, Dix Hills, NY 11746, Executive Vice President  
B. Charles Manning, 119 Kensington Road, Garden City, NY 11530, Director

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

271

- vi) Annual revenue of firm;

286350000

- 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.

B. Indicate number of years in business.

29

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	(518) 474-1352		
Fax #			
E-Mail Address	stephen.mccorkell@parks.ny.gov		

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

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

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

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

#### **CERTIFICATION**

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

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

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

Chairman, CEO, President  
Title

10/12/2023  
Date

**Question 9**

LiRo Program and Construction Management, PE P.C. is 100% owned by B. Charles Manning.

**LiRo Affiliated Companies include:**

LiRo Architects + Planners, P.C.

LiRo Engineers, Inc.

LiRo Architects & Engineers West, P.C.

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

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

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

LiRo GIS, Inc.

Monitor Builders, Inc.

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

DAI, Inc.

Liro Corp f/k/a DiGiorgio Associates, Inc.

James LaSala & Associates, LLP

### Question 13 Attachment



## **VIOLATIONS**

1.

Agency: New York State Department of Labor

Violation No.: 26335922

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

2.

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

Violation No.: 050051951R

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

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

3.

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

Violation No.: 0500051032X

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

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

4.

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

Violation No.: 26379009

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

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

5.

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

Violation No.: 50054042N

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

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

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

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

6.

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

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

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

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

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

7.

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

Violation No.: 05100324L

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

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

8.

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

Violation No.: 051003316P

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

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

9.

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

Violation Nos.: 051003696Z

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

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

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

10.

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

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

12.

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

Violation No.: 0051004102R

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

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

13.

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

Violation No.: 051004210Y

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

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

14.

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

Violation No.: 051004424J

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

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

15.

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

Violation No.: 051004402Z

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

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

16.

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

Violation No.: 051004900L

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

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

17.

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

Violation No.: 051004968H

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

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

18.

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

Violation No.: 051005033R

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

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

19.

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

Violation No.: 051005594R

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

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

20.

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

Violation No.: 051005820X

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

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

21.

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

Violation No.: 051006403J

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



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

22.

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

Violation No.: #051006429H

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

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

23.

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

Violation No.: #051006498L

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

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

24.

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

Violation No.: #051006428X

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

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

25.

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

Violation No.: #051006971H

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

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

26.

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

Violation No.: # 051007440N

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

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

## **OSHA Violation**

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

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



### Summary of the Regulatory Incidents

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

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

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

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

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

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

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

## Question A vii

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

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

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

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

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

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

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 01/01/2021 TO 12/31/2023.

**CERTIFICATE NUMBER  
0018385**



  
BETTY ROSA  
INTERIM COMMISSIONER OF EDUCATION



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

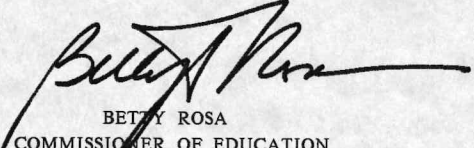
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ALFRED C BERECHÉ  
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SYOSSET, NY 11791-0000**

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



CERTIFICATE NUMBER  
**0021411**

  
BETTY ROSA  
COMMISSIONER OF EDUCATION

COUNTY OF NASSAU

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

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

Address: 3 Aerial Way

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

Country: US

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

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

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

1 File(s) uploaded: Q4-CCVD.pdf

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

If none, explain.

B. Charles Manning, 119 Kensington Road, Garden City, NY 11530 is 100% owner of LiRo Program and Construction Management, PE P.C.

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

See attached

1 File(s) uploaded: CCVD Q6 LPCM.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees,



including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?  
YES [ ] NO [X]

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

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

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

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

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

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

Dated: 10/12/2023 02:33:04 pm

Title: Chairman, CEO, President

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

#### Question 4

Rocco L. Trotta, PE,

Michael Burton,

Lawrence Blond, PE,

Michael Bailey, PE,

B. Charles Manning, PE,

## Question 6

### LiRo Affiliated Companies

LiRo Engineers, Inc.

LiRo Architects + Planners, P.C.

LiRo Architects & Engineers West, P.C.

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

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

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

LiRo GIS, Inc.

Monitor Builders, Inc.

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

DAI, Inc.

LiRo Corp. f/k/a DiGiorgio Associates, Inc.

James LaSala & Associates, LLP

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. c/o Alliant Insurance Services, Inc. 333 Earle Ovington Blvd, Suite 700 Uniondale NY 11553	<b>CONTACT NAME:</b> Connor Baker <b>PHONE (A/C, No, Ext):</b> (516) 414-8900 <b>E-MAIL ADDRESS:</b> Connor.Baker@alliant.com <b>FAX (A/C, No):</b>														
<b>INSURED</b> LiRo Program and Construction Management, PE P.C. 3 Aerial Way Syosset NY 11791	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER B : XL Insurance America, Inc.</td><td>24554</td></tr><tr><td>INSURER C : Hanover Insurance Company</td><td>22292</td></tr><tr><td>INSURER D : Berkley Assurance Company</td><td>39462</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : XL Insurance America, Inc.	24554	INSURER C : Hanover Insurance Company	22292	INSURER D : Berkley Assurance Company	39462	INSURER E :		INSURER F :	
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**COVERAGES****CERTIFICATE NUMBER:** 1693101303**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	11PKG8914314	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	11PKG8914314	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	US00064696LI23A	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	14WCI8925114	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Valuable Papers Pollution/Professional Liability			RHY-H360453-04 PCAB-5021118-0123	1/1/2023 1/1/2023	1/1/2024 1/1/2024	Limit Each Claim \$5,000,000 \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: Contract No. S3C067-05M / Cedar Creek Water Pollution Control Plant Electrical Distribution System Improvement Project.  
Nassau County Department of Public Works and Nassau County are included as additional insureds 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.

**CERTIFICATE HOLDER****CANCELLATION** 30 Days Notice of Cancellation

Nassau County Department of Public Works  
1194 Prospect Avenue  
Westbury NY 11590

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Marsh USA Inc. c/o Alliant Insurance Services, Inc. 333 Earle Ovington Blvd, Suite 700 Uniondale NY 11553	<b>CONTACT NAME:</b> Connor Baker <b>PHONE (A/C, No, Ext):</b> (516) 414-8900 <b>E-MAIL ADDRESS:</b> Connor.Baker@alliant.com <b>FAX (A/C, No):</b>														
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**COVERAGES****CERTIFICATE NUMBER:** 1554803628**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	11PKG1998000	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 SIR \$ 500,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	11PKG1998000	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	US00064696LI24A	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	14WC11998600	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Valuable Papers Pollution/Professional Liability			US00068953CA24A PCAB-5023923-0124	1/1/2024 1/1/2024	1/1/2025 1/1/2025	Limit \$1,000,000 Each Claim \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: Contract No. S3C067-05M / Cedar Creek Water Pollution Control Plant Electrical Distribution System Improvement Project.  
Nassau County Department of Public Works and Nassau County are included as additional insureds 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.

**CERTIFICATE HOLDER****CANCELLATION** 30 Days Notice of Cancellation

Nassau County Department of Public Works  
1194 Prospect Avenue  
Westbury NY 11590

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<b>All parties where required by a written contract.</b>	<b>As required by written contract.</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
All parties where required by a written contract.	As required by written contract.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to the loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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

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

**FROM:** Department of Public Works

**DATE:** October 30, 2023

**SUBJECT:** Recommendation to Retroactively Amend Professional Services Agreement with LiRo Program and Construction Management, PE P.C.  
CM Services – CC WPCP Electrical Distribution System Improvements  
Encumbrance No.: CFPW19000034  
Agreement No. S3C067-05M

**Introduction and Statement of Need:**

This Department procured a contract with LiRo Program and Construction Management, PE P.C. (LiRo) to provide construction management services for the Electrical Distribution System Improvements project at the Cedar Creek WPCP. LiRo's Agreement, S3C067-05M, was executed on September 1, 2020, for a duration of twenty-six (26) months for an amount of \$1,116,051.30. However, this project has experienced a variety of delays which have impacted the contractor's ability to complete the project in a timely manner. Delays have included supply chain issues arising from the COVID-19 pandemic [i.e., numerous manufacturing delays of the motor control centers (MCCs) P-10 and P-11], a change order related to the Bay Park to Cedar Creek Conveyance Project which resulted in drastic design changes (i.e., Engineer's Supplemental Bulletin No. 1 -issued in January 2021 and finalized in August, 2021), and unforeseen field conditions (i.e., several unidentified conduits, subsurface structures, etc.). In total, these delays have resulted in a cumulative addition of over 395 calendar days to the general contractor's schedule based on subsequent CPM schedule updates. As a result, the Construction Manager's agreement, including the original terms and financing, needs to be revisited.

The Department is requesting to retroactively amend the existing professional services agreement with LiRo for the purpose of extending the term and adding additional funds to Agreement No. S3C067-05M. This amendment will also compensate LiRo for construction management (CM) services rendered to date and for future CM services required to achieve successful completion of the construction and close out phases of the project.

**Technical Necessity and Status of the Project**

CM Services are necessary to successfully complete the S3C067-05GR Project. Despite project delays which are out of LiRo's control, LiRo has been successfully overseeing quality, safety, construction costs, documentation, etc. for this important project. LiRo is needed to oversee the remainder of the construction activities, close-out and provide future defense of the contractor's "delayed work" claims. Construction management staffing will be reduced to the level of staffing necessary for post construction and future closeout phases of the project.

**The Contract Requirements and the History of this Amendment:**

LiRo's Agreement, S3C067-05M, was executed on September 1, 2020, with an expiration date of November 1, 2022, twenty-six (26) months after the commencement date. LiRo commenced pre-construction services September 2020, and the construction phase of the project commenced in January 2021. As such, the Department extended LiRo's agreement for one (1) year, through November 1, 2023, via letter dated March 9, 2023. The retroactive contract amendment being proposed would extend LiRo's agreement to November 1, 2025, which is three years beyond the original contract agreement and encumber an additional \$1,045,681.01.



Office of the County Executive

Att: Arthur T. Walsh, Chief Deputy County Executive

October 30, 2023

SUBJECT: Recommendation to Retroactively Amend Professional Services Agreement with  
LiRo Program and Construction Management, PE P.C.  
CM Services – CC WPCP Electrical Distribution System Improvements  
Encumbrance No.: CFPW19000034  
Agreement No. S3C067-05M

**Reasons why the Amendment was not Achieved before Expiration:**

The consultant's funding was exhausted in July of 2022. However, due to delays in LiRo's submittal of the original invoice payments in November of 2022 and subsequent revisions to the invoices that delayed payments, the Department was delayed in determining the status of the exhausted funds until March of 2023. Through this period, LiRo continued to provide construction management services.

**Conclusion and Recommendations:**

Given that the project is in its final stage and given LiRo's familiarity with the project and plant operations, it is in the best interest of the Department to allow LiRo to continue with construction management services for this project. The Department would like to extend the consultant's original agreement another two years to November 1, 2024 and encumber additional funds to allow LiRo to complete the construction management services necessary during the final phases of construction and post construction, and to compensate them for services performed to date.

It is therefore the Department's recommendation that Agreement S3C067-05M with LiRo be amended to increase their fee by One Million, Forty-five Thousand, Six Hundred Eight-one Dollars and One Cent (\$1,045,681.01). Upon your approval, the Department shall begin preparing the retroactive contract amendment.

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:VF:rp

c: Vincent Falkowski, Deputy Commissioner  
Karen A. Fay, Sanitary Engineer III  
Adrian Hamilton, Jacobs  
Graham Sharkey, Jacobs

APPROVED:

DISAPPROVED:



11/16/23

Arthur T. Walsh  
Chief Deputy County Executive

\_\_\_\_\_  
Arthur T. Wash  
Chief Deputy County Executive

\_\_\_\_\_  
Date

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

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

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

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

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

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

Lawrence H. Blond, PE/Executive Vice President

Name and Title of Authorized Representative

m/d/yy



11/16/23

Signature

Date

LiRo Program and Construction Management, PE P.C.

Name of Organization

3 Aerial Way, Syosset, NY 11791

Address of Organization

### Instructions for Certification

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

BRUCE A. BLAKEMAN  
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.  
COMMISSIONER

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

March 9, 2023

Michael Baranello, P.E.  
LiRo Program and Construction Management, PE P.C.  
3 Aerial Way  
Syosset, New York 11791

Re: Cedar Creek Water Pollution Control Plant  
Electrical Distribution System Improvements  
Agreement No. S3C067-05M  
Extension of Time

Dear Mr. Baranello:

The Department desires the continuation of your Construction Management services under the above-referenced Agreement. Therefore, in accordance with applicable provisions, we are hereby notifying you of our intention to extend this Agreement for an additional one (1) year. The new expiration date shall now be November 1, 2023.

This extension of time shall be on the same terms, conditions, and covenants as during the initial term. It is incumbent upon the firm to know the expiration date of the Agreement and advise the Department of the need for additional extensions (if permitted under the terms of the Agreement) or an amendment should you anticipate the performance of services beyond the expiration date. No work or services are authorized beyond the Agreement expiration date as established in this letter.

Should have any questions or comments concerning the above, please contact Mr. Graham Sharkey of Jacobs Engineering at (516) 571-7385.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Ken Arnold", is written over a blue rectangular stamp.

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

KGA:VF:rp

c: Beaumont Jefferson, Deputy Comptroller, Office of the Comptroller  
Christopher Fusco, Commissioner, Department of Labor  
Vincent Falkowski, Deputy Commissioner for Environmental Programs  
Matt Duffy, Inspector, Office of the Comptroller  
Karen Fay, Sanitary Engineer III  
Graham Sharkey, Adrian Hamilton, Christopher Kane, Jacobs





**NIFS ID:CFPW19000034 Department: Public Works**

**Capital: X**

SERVICE: CM S3C067-05M - Cedar Creek Electrical Dist-

Contract ID #:CFPW19000034 NIFS Entry Date: 05-OCT-19 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: LiRo Program and Construction Management, PE, P.C.	Vendor ID#: [REDACTED]
Address: 3 Aerial Way Syosset, NY 11791	Contact Person: Joseph Hurley
	Phone: 516-938-5476

<b>Department:</b>
Contact Name: Karen A. Fay, P.E.
Address: NCDPW-CCWPCP 3340 Merrick Road Wantagh, NY 11793 Phone: 516-571-7508

## Routing Slip

Department	NIFS Entry: X	13-NOV-19 -- LDIONISIO
Department	NIFS Approval: X	13-NOV-19 -- RDALLEVA
DPW	Capital Fund Approved: X	13-NOV-19 -- RDALLEVA
OMB	NIFA Approval: X	27-NOV-19 -- CNOLAN
OMB	NIFS Approval: X	14-NOV-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	14-NOV-19 -- AAMATO
County Atty.	Approval to Form: X	19-NOV-19 -- DGRIPPO
CPO	Approval: X	04-DEC-19 -- KOHAGENCE

<b>DCEC</b>	<b>Approval: X</b>	<b>06-DEC-19 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>06-DEC-19 -- BSCHNEIDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>03-FEB-20 -- GCASTILLO</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> CM Svces are required for the mentioned project S3C067-05M Cedar Creek Water Pollution Control Plant Electrical Distribution System Improvements Project. The CM is required to provide administration of the project and shall administer all of the construction contracts on the County's behalf. The term of services shall commence upon the date that is outlined in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services and shall terminate Twenty Six (26) months from the Commencement Date.
<b>Method of Procurement:</b> Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with Board of Supervisors Resolution 928-1993 and County Executive Order No. 1-1993
<b>Procurement History:</b> RFP documents placed on the County website for the subject services. RFP also advertised in Newsday. Four (4) firms responded with technical and cost proposals on November 18, 2016. LiRo provided the highest rated technical proposal combined with a revised cost proposal that offers the best value to the County for the services required.
<b>Description of General Provisions:</b> This agreement will provide complete construction management (CM) services, including furnishing resident engineers, inspectors, schedulers and estimators to provide the requisite daily inspection of contract work, evaluation of contractor claims and schedule, constructability review of contract documents, and all other CM related services to ensure proper construction of Contract S3C067-05G Electrical Distribution System Improvements at the Cedar Creek Water Pollution Control Plant (CCWPCP). The principal components of this contract include furnishing and installation of replacement electrical sub-stations, transformers, switches motor control centers and ancillary equipment necessary for the operation of CCWPCP.
<b>Impact on Funding / Price Analysis:</b> Funding is made available through Capital Project 3C067. Maximum Amount: \$1,116,051.30 and add Projected MWBE Contract Percentage: 15%.
<b>Change in Contract from Prior Procurement:</b> None
<b>Recommendation: (approve as submitted)</b> Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW	Revenue		1	PWCSWCSW/3C067/00003	\$ 1,116,051.30
Control:	3C	Contract:				\$ 0.00
Resp:	067	County	\$ 0.00			\$ 0.00
Object:	00003	Federal	\$ 0.00			\$ 0.00
Transaction:	CF	State	\$ 0.00			\$ 0.00
Project #:	3C067	Capital	\$ 1,116,051.30			\$ 0.00
Detail:	005	Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 1,116,051.30</b>		<b>TOTAL</b>	<b>\$ 1,116,051.30</b>
RENEWAL						
%						

Increase			
%			
Decrease			

RULES RESOLUTION NO. ~~30~~ 2020

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

WHEREAS, the County has negotiated a personal services agreement  
with LiRo Program and Construction Management, PE P.C. for construction  
management services, a copy of which is on file with the Clerk of the  
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with LiRo Program and Construction Management, PE P.C.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 2-10-2020  
VOTING:  
yeas 7 nays        abstained        requested         
Legislators present: 7

## 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 (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) LiRo Program and Construction Management, PE P.C., having its principal office at Three Aerial Way, Syosset, NY 11791 (the "Firm or the "Contractor").

### W I T N E S S E T H:

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

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

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

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

1. ☐ Term.

The term of this Agreement shall commence upon the date (the "Commencement Date") that is set forth in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services (as defined below) and shall terminate Twenty-six (26) months from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. The Commencement Date shall be on or after the Effective Date. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. ☐ Services.

(a) ☐ The services to be provided by the Firm under this Agreement for the S3C067-05M Cedar Creek Water Pollution Control Plant Electrical Distribution System Improvement Project, shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the 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 Contractor.

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

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

(2) Testing Laboratory Services.

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

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

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

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed One Million, One Hundred and Sixteen Thousand, Fifty-One dollars and Thirty cents (\$1,116,051.30) (the "Maximum Amount").

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

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

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

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

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the 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.

#### 4. Ownership and Control of Work Product

(a) Copyrights.

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

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the 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 "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

(d) 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 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.

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

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

(a) The Firm shall, and shall cause Firm 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 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, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(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 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 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 two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) 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 this Agreement irrespective of whether the Firm is using a Firm Agent to perform some, or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm 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 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 (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the 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 Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

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

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

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

{Remainder of page intentionally left blank}

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

LiRo Program and Construction Management, PE P.C.

By: \_\_\_\_\_

Name: Lawrence H. Blond, P.E.

Title: Senior Vice President/General Manager

Date: November 1, 2019

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 1st day of November in the year 2019 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 [REDACTED]; that he or she is the Sr. Vice President/General Manager of LiRo Program and Construction Management, PE 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  
Notary Public, State of New York  
No. 01HE5057913  
Qualified in Suffolk County  
Commission Expires May 6, 2022

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is 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

## EXHIBIT "A"

### DETAILED SCOPE OF SERVICES

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

#### **2.1 Construction Phase Services**

2.1.1 Commencement and Duration - The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the Project in its entirety by the County. The construction phase is scheduled for 24 months. The CM should include one (1) month of pre-construction duties and one (1) month of post-construction duties as noted in Section 1 in their proposal.

2.1.2 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. This project is being built under a Project Labor Agreement (PLA) using a single prime Construction Contractor ("CC"). The CM will perform as the PLA administrator of Nassau County's Master Project Labor Agreement as amended for this project and will advise the CC of the PLA requirements for this particular project. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures, as well as a copy of the Program Construction Management Manual, prepared on behalf of the County by the PM. Administer the construction of the Project, including scheduling of the Work and coordination of the CC. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The FIRM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

2.1.3 Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, the Program Manager and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, the Program Manager and the Design Engineer to devise appropriate modifications to the Contract Documents.

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

**2.1.5 Scheduling** - The CC shall prepare the Master Construction Schedule (baseline) and monthly updates. This Schedule shall be prepared using the critical path method and Primavera P6 (or later version) software as approved, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The schedule shall be cost and resource loaded by the CC. The CM is responsible for monitoring the accuracy and completeness of the CPM Schedule, to review the Baseline and updates, provide analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule. The CM is responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review in a timely manner as per contract specifications. Upon approval of the baseline and subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC, and shall provide information to the PM for integration to and updating of the Program Master Schedule and shall discuss and agree upon recovery steps with the Program Manager.

**2.1.6 Cash Flow Forecast** - With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast. The baseline cash flow forecast and all revisions shall also be forwarded to the PM for integration into the Master Program Budget and Cost Forecasting Tool.

**2.1.7 Monitor Progress** - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforce is sufficient and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.

**2.1.8 Information Management System** - The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained by the CM for a period of six (6) years after completion of services. The CM shall implement, and maintain on a current (daily) basis, a web-based information management system to track all drawings, CC submittals, meeting minutes, requests for information, bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. The web-based information management system (such as Submittal Exchange, or similar) shall be authorized as a reimbursable expense from an allowance which will be added to the CM's Base Fee. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all

times. At the minimum, the CM shall implement a web-based information management system for the exchange of submittals and provide and maintain access to all project participants. The CC's submittals such as shop drawings, product data, and samples, shall be routed directly and concurrently to the CM and Design Engineer. The CM shall promptly review them for completeness and responsiveness, log and confirm the submittal is fit for review by the Design Engineer. All distribution shall be electronic, for review and approval; within 48 hours of receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Design Engineer, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC and is responsible for documenting acceptability and the transfer of these items to Plant Operations, in both paper and electronic formats.

**2.1.9 CC Payments:** - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. All payments shall be based on the cost loaded CPM schedule and CM shall be responsible for certifying such payments. The CM shall provide copies of their recommendations for payment to the PM.

**2.1.10 Meetings** – Schedule and conduct regular bi-weekly job progress meetings with the CC, the Design Engineer, the County, the Program Manager and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend periodic meetings with the County, the Program Manager and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

**2.1.11 Reporting** – The CM shall prepare bi-weekly written progress reports and promptly deliver five (5) copies of same to the County, and one (1) copy to the Program Manager. Such reports shall include the following information at a minimum:

- A. Work activities performed during the reporting period and those activities scheduled to be performed in the next 2 weeks.
- B. Identification and status of all critical and important issues, which require the attention of the County.
- C. Brief construction progress update describing actual progress versus plan, supported by earned value data.
- D. Summary of schedule gains and delays and actions taken to mitigate delays.
- E. Photographs and other documentation which is germane to the report.
- F. On every other bi-weekly report (i.e., every 4 weeks) provide updated Submittal, RFI and Change Order logs as attachments.

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

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

2.1.14 Partial Occupancy and Beneficial Use - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County; and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction. Prior to any declaration of partial occupancy or beneficial use the CM shall coordinate and attend a site review with the Program Manager on behalf of the County.

2.1.15 Field Office - The CM shall be provided office space at the site for use as temporary CM offices during the construction phase. All CM's office equipment and supplies, including but not limited to computers (with software and high speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained, and subsequently removed by the CM, and the cost of same is included in the CM's fee. Additionally, the CM shall lease and maintain the shared Multi-Function Printer (MFP) in the reception area. Maintenance and lease of the MFP shall be authorized as a reimbursable expense from an allowance which will be added to the CM's Base Fee.

## **2.2 Construction Services**

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

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

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

END OF SECTION

## EXHIBIT "B"

### PAYMENT SCHEDULE

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

#### A. BASIC SERVICES {Not-to-Exceed Fee}

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed One Million, One Hundred and Sixteen Thousand, Fifty-One dollars and Thirty cents (\$1,116,051.30). The Firm shall be compensated for such services by an amount equal to two and one tenth (2.1) times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits.

#### B. REIMBURSABLE EXPENSES

1. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.
2. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy five dollars (\$175.00)

END OF SECTION

## **Appendix "EE"**

### **Equal Employment Opportunities for Minorities and Women**

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

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

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

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

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may



require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

END OF SECTION

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Luis M. Tormenta, P.E.

(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.

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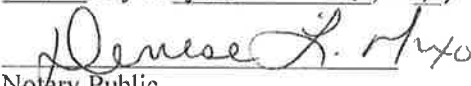
5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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.

11/4/19  
Dated

  
Signature of Chief Executive Officer  
Luis M. Tormenta, P.E.  
Name of Chief Executive Officer

Sworn to before me this

4<sup>th</sup> day of November, 2019  
  
Notary Public

DENISE L. MUXO  
NOTARY PUBLIC, State of New York  
No. 01MU6051939  
Qualified in Suffolk County  
Commission Expires December 11, 2022

**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:** June 19, 2019

**SUBJECT:** Recommendation of Firm for Construction Management Services  
Cedar Creek Water Pollution Control Plant  
Electrical Distribution System Improvements  
Proposed Agreement No. S3C067-05M

This Department intends to procure construction management services for the improvements to the electrical distribution system at the Cedar Creek Water Pollution Control Plant. Components of the existing electrical distribution system have reached or exceeded their useful life and must be replaced to prevent equipment failures that could result in process upsets and permit violations. The construction management services will include a resident engineer, office engineer, scheduling, cost estimating and daily field inspection services.

A "Request for Proposal" was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The Request for Proposal was posted on the County's website and advertised in Newsday.

Technical and Cost Proposals were received from the four (4) firms listed below on November 18, 2016. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established, and the cost proposals were opened. The results of the technical evaluation are summarized below, along with each firm's total proposed fee (based upon a twenty-four (24) month project duration).

<b>Firm Name</b>	<b>Technical Rank</b>	<b>Technical Rating</b>	<b>Proposed Fee</b>	<b>Total Fee with Contingency</b>
LiRo	1	91.0	\$ 858,501.00	\$1,116,051.30
Dvirka & Bartilucci	2	87.0	\$ 864,050.00	\$1,123,265.00
Current Solutions	3	59.7	\$1,469,390.00	\$1,910,207.00
HAKS		Not Rated		

While LiRo's proposal was the highest technically ranked, their original cost proposal (\$952,269.00) was not the lowest. A discussion was held with representatives of LiRo to discuss their cost proposal, the scope of services, and the anticipated project scope. **After discussions, LiRo submitted a revised cost proposal of \$858,501.00 (\$1,116,051.30 with contingency) for this project.**

In our professional judgment, the proposal submitted by LiRo Program and Construction Management, having received the highest technical rating and proposing the lowest fee, represents the best value to the County. Therefore, we recommend proceeding with a Personal Service Agreement with LiRo Program and Construction Management for \$858,501.00 (\$1,116,051.30 with contingency) to provide construction management services for the Cedar Creek WPCP Electrical Distribution System Improvements project.



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

June 19, 2019

Page 2

Subject: Recommendation of Firm for Construction Management Services  
Cedar Creek Water Pollution Control Plant  
Electrical Distribution System Improvements  
Proposed Agreement No. S3C067-05M

Funding for these services is available under Capital Project No. 3C067.

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

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




Kenneth G. Arnold  
Commissioner

KGA:VF:rp

c: Vincent Falkowski, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Edward Visone, Assistant Superintendent of Sanitary Construction  
Christopher Vella, Construction Inspector II  
John Domenica, Jacobs

APPROVED:

DISAPPROVED:

 6/21/19  
\_\_\_\_\_  
Brian J. Schneider Date  
Deputy County Executive

\_\_\_\_\_  
Brian J. Schneider Date  
Deputy County Executive