

E-60-20

2020 APR 10 P 3:02

**NIFS ID:CFPW20000010 Department: Public Works**

**Capital: X**

SERVICE: FEDERAL AID-CMI-Austin Blvd Safety-H61103CM-PIN 0760.82

Contract ID #:CFPW20000010 NIFS Entry Date: 27-MAR-20 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) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>LiRo Engineers , Inc.</b>	Vendor ID#: [REDACTED]
Address: 3 Aerial Way	Contact Person: [REDACTED]
Syosset, NY 11791	
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Saji Varughese
Address: NCDPW
1194 Prospect Ave.
Westbury, NY 11590
Phone: 571 9651

## Routing Slip

Department	NIFS Entry: X	27-MAR-20 -- LDIONISIO
Department	NIFS Approval: X	27-MAR-20 -- KARNOLD
DPW	Capital Fund Approved: X	27-MAR-20 -- KARNOLD
OMB	NIFA Approval: X	27-MAR-20 -- CNOLAN
OMB	NIFS Approval: X	27-MAR-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	27-MAR-20 -- DMCDERMOTT
County Atty.	Approval to Form: X	27-MAR-20 -- DMCDERMOTT
CPO	Approval: X	30-MAR-20 -- KOHAGENCE

DCEC	Approval: X	30-MAR-20 -- JCHIARA
Dep. CE	Approval: X	30-MAR-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	09-APR-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

**Purpose:** This is a contract with LiRo Engineers, Inc. to provide Professional Construction Management and Inspection Services for the Austin Blvd safety improvement project. The project is to reconstruct the 1.4-mile stretch of Austin Boulevard to improve pedestrian and vehicle safety. This service is to provide Construction Management and inspection services for this contract.

The services provided may include providing resident engineers, office engineers, inspectors, schedulers, cost estimators, specialized inspectors, specialized engineers, specialized engineering services, field survey parties, evaluation of contractor claims and construction related engineering services. FEDERAL AID. PIN 0760.82.

**Method of Procurement:** A qualification- based rating and ranking system of technical and cost proposal in accordance with standard DPW, NYSDOT and FHWA procedures

**Procurement History:** The Contract was entered into after a written request for proposals was issued on September 10, 2019.

Potential

proposers were made aware of the availability of the RFP by public notice in Newsday, Contract Reporter and the County's eProcurement website. Proposals were due on October 9, 2019. Five (5) proposals were received and evaluated. Proposals were evaluated by professional staff within the Department by, Elisa Pica, Chief Deputy Commissioner, Harold T Lutz, director NCDPW Traffic Division, Richard Iadevaio, Superintendent of Highway and Drainage Construction and Sheila Dukacz, Unit Head Traffic Construction. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest ranking proposer was selected. For more information, please refer to the attached RTI part II Memorandum.

**Description of General Provisions:** Contract for services confirms to model personal services contract developed and approved by the office of the County Attorney and approval by NYSDOT

**Impact on Funding / Price Analysis:** Funding for services to be provided under this agreement will come from Capital Project 61103. This agreement will expire 24 months after its execution and has a maximum payment limitation of two million one hundred forty five thousand two hundred twenty nine dollars and eleven cents (\$2,145,229.11). Up to 80% of this funding may be reimbursed from Federal Aid. Project currently has MWBE utilization rate of approximately 19%

**Change in Contract from Prior Procurement:** N/A

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

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	61	Revenue		1	PWCAPCAP-61103-00003-000	\$ 2,145,229.11
Resp:	103	Contract:				
Object:	00003	County	\$ 0.00			\$ 0.00

Transaction:	<b>CF</b>
Project #:	<b>61103</b>
Detail:	<b>000</b>

RENEWAL	
% Increase	
% Decrease	

Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 2,145,229.11
Other	\$ 0.00
<b>TOTAL</b>	<b>\$ 2,145,229.11</b>

		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	<b>TOTAL</b>	<b>\$ 2,145,229.11</b>

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE

RULES RESOLUTION NO.

— 2020

2020 APR 10 P 3:02

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

WHEREAS, the County has negotiated a personal services agreement with LiRo Engineers, Inc. to provide comprehensive construction management and inspection services for the Austin Boulevard Safety Improvements, Project #61103 PIN 0760.82, 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 Engineers, Inc.



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

1. **Vendor:** LiRo Engineers , Inc.

2. **Dollar amount requiring NIFA approval:** \$2145229.11

**Amount to be encumbered:** \$2145229.11

This is a New

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

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

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

3. **Contract Term: two years from start date**

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

4. **Funding Source:**

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

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

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? Y

Has NIFA approved the borrowing for this contract? N

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

Approval of a Personal Services Agreement with LiRo Engineers, Inc. to provide Professional Construction Management and Inspection Services for the Austin Blvd safety improvement project. The project is to reconstruct the 1.4-mile stretch of Austin Boulevard to improve pedestrian and vehicle safety. This service is to provide Construction Management and inspection services for this contract. FEDERAL AID. PIN 0760.55.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## 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

27-MAR-20

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

Jack Schnirman  
Comptroller



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

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

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

CONTRACTOR NAME: LiRo Engineers, Inc.

CONTRACTOR ADDRESS: 3 Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 13-1074850

**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 9/10/2019 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in News day, Contract Reporter and \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 10/9/2019 [date]. Five (5) [state #] proposals were received and evaluated. The evaluation committee consisted of: Elisa Picca, Chief Deputy Commissioner, Harold Lutz, Director of traffic Engineering, Richard Iadevallo, Jr., Superintendent of Highway and Drainage Construction, and Sheila Dukacz, Unit Head Traffic Construction

\_\_\_\_\_ (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.

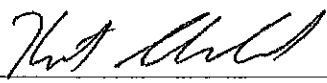
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**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  
3/22/20  
\_\_\_\_\_  
Date

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

# Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

## Vendor Disclosures

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

Name of Submitting Entity: LiRo Engineers, Inc.

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

Vendor's EIN or TIN: 131974950

Forms Submitted:

Political Campaign Contribution Disclosure Form:  
03/16/2020 12:48:03 PM

Lobbyist Registration and Disclosure Form:  
03/16/2020 12:48:37 PM

Business History Form certified:  
03/16/2020 12:50:27 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
03/16/2020 12:51:46 PM

## Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Robert Kreuzer [KREUZERR@LIRO.COM]	03/16/2020 01:00:25 PM
Alfred Bereche [BERECHEA@LIRO.COM]	03/16/2020 01:06:13 PM
Michael Bailey, PE [BAILEYM@LIRO.COM]	03/16/2020 12:55:57 PM
Luis M. Tormenta, PE [TORMENTAL@LIRO.COM]	03/16/2020 12:50:57 PM
Lawrence H. Blond, PE [BLONDL@LIRO.COM]	03/16/2020 12:53:11 PM
Michael Burton, PE [BURTONM@LIRO.COM]	03/16/2020 12:57:07 PM
Rocco L. Trotta, PE [TROTTAR@LIRO.COM]	03/16/2020 12:54:52 PM
Peter J. Gerbasi, PE [GERBASIP@LIRO.COM]	03/16/2020 12:58:33 PM
Joseph Massa, CCM [MASSAJ@LIRO.COM]	03/16/2020 12:59:23 PM
Michael Smith, PE [SMITHM@LIRO.COM]	03/16/2020 01:01:17 PM
Joseph Grant, FAIA [GRANTJ@LIRO.COM]	03/16/2020 01:02:16 PM
Robert Hutteman, PE [HUTTEMANR@LIRO.COM]	03/16/2020 01:03:38 PM
Lawrence Roberts [ROBERTSL@LIRO.COM]	03/16/2020 01:07:15 PM

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

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

### CERTIFICATION

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

Luis M. Tormenta, PE

Name

Chief Executive Officer/President

Title

LiRo Engineers, Inc.

Name of Submitting Entity

03/26/2020 10:11:19 AM

Date

### Business History Form

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

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

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

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

Date: 03/16/2020

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

2) Address of Place of Business: 3 Aerial Way

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

Country: US

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

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

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

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

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

Address: 141-07 20th Avenue, Suite 503  
City: Whitestone State/Province/Territory: NY Zip/Postal Code: 11357  
Country: US

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 6) The proposer is a: Corporation (Describe) \_\_\_\_\_
- 7) Does this business share office space, staff, or equipment expenses with any other business?  
 YES ☒ NO ☐ If yes, please provide details:  
 LiRo Engineers, Inc. shares office space, staff, and equipment expenses with its affiliates: LiRo Architects + Planners, PC and LiRo Program and Construction Management, PE P.C., and LiRo GIS, Inc.
- 8) Does this business control one or more other businesses?  
 YES ☒ NO ☐ If yes, please provide details:  
 DAI, Inc., DiGiorgio Associates, Inc., James LaSala & Associates, LLP
- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
 YES ☒ NO ☐ If yes, please provide details:  
 \_\_\_\_\_
- 1 File(s) Uploaded: Question 9.pdf
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  
 YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).  
 \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt?  
 YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets  
 \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
 YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  
 \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
 YES ☒ NO ☐ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  
 See attached

- 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 conflicts 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 conflicts 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 conflicts 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;

04/28/1925

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

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

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

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

No officers and directors from this company have been attached.

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

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

- vi) Annual revenue of firm;

- vii) Summary of relevant accomplishments

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

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

1 File(s) Uploaded: License.pdf

- B. Indicate number of years in business.

94

- 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 920 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	City of Glen Cove		
Contact Person	Lou Saulino		
Address	9 Glen Street		
City	Glen Cove	State/Province/Territory	NY
Country	US		
Telephone			
Fax #			
E-Mail Address			

Company	Suffolk County DPW		
Contact Person	William Hillman		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone			
Fax #			
E-Mail Address			

---

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

---

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

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

#### **CERTIFICATION**

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

Name of submitting business: LiRo Engineers, Inc.

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

Luis M. Tormenta, PE [REDACTED]

Chief Executive Officer/President

Title

03/16/2020 12:50:27 PM

Date

## **Question 9**

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

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

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

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

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

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

LiRo Constructors, Inc. – Common Ownership and Control

LiRo GIS, Inc. - Common Ownership and Control

Monitor Builders, Inc. – Common Ownership and Control

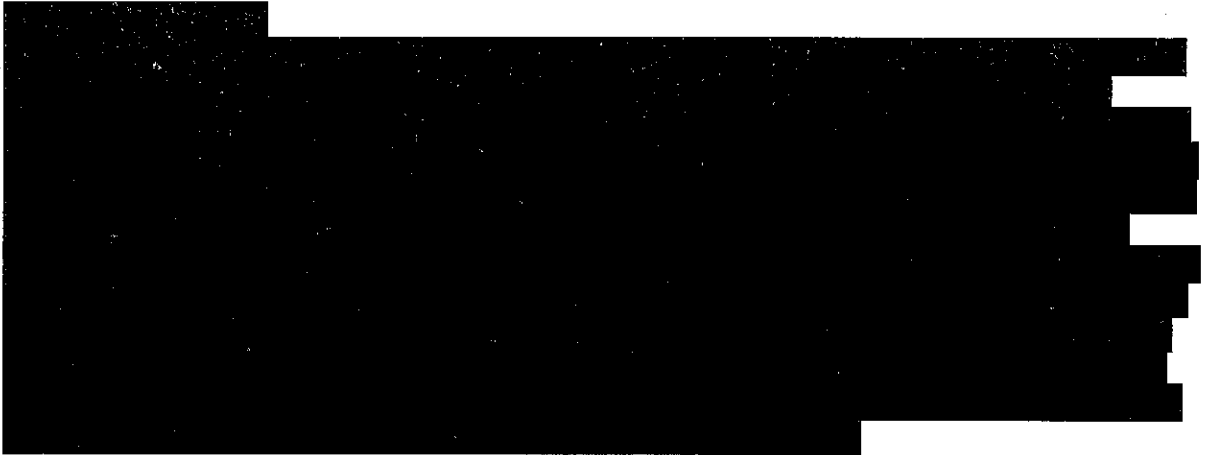
RLT Engineering, Geology, Land Surveying, P.C. – Common Ownership and Control

DAI, Inc. – Common Ownership and Control

DiGiorgio Associates, Inc. - Common Ownership and Control

James LaSala & Associates - Common Ownership and Control

Question 13



Question A iii

Rocco L. Trotta, [REDACTED], Chairman  
Luis M. Tormenta, [REDACTED], CEO and President  
Lawrence S. Roberts, [REDACTED], Sr Vice President, CFO  
Michael Burton, [REDACTED], Senior Vice President  
Michael Bailey, [REDACTED], Senior Vice President  
Peter Gerbasi, [REDACTED], Senior Vice President  
Robert Kreuzer, [REDACTED], Senior Vice President  
Alfred C. Bereche, [REDACTED], Senior Vice President/Secretary  
Lawrence Blond, [REDACTED], Senior Vice President  
Robert Hutteman, [REDACTED], Sr. Associate Vice President  
Michael Smith, [REDACTED] Senior Vice President  
Joseph Grant, [REDACTED], Vice President  
Joseph Massa, [REDACTED], Senior Vice President

## **Question A vii**

### **Summary of relevant accomplishments:**

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

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

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



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

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

**LIRO ENGINEERS INC  
MONICA MORA-LEGAL ADMIN ASST  
3 AERIAL WAY  
SYOSSET, NY 11791-0000**

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



**CERTIFICATE NUMBER  
0014464**

*Maryellen Elia*  
**MARYELLEN ELIA  
COMMISSIONER OF EDUCATION**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

[REDACTED]

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

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

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

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

Luis M. Tormenta, PE [REDACTED]

Dated: 03/16/2020 12:48:03 PM

Vendor: LiRo Engineers, Inc.

Title: Chief Executive Officer/President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

No/None

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

No/None

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

No/None

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

No/None

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

No/None

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

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

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

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

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

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

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

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

Luis M. Tormenta, PE [REDACTED]

Dated: 03/16/2020 12:48:37 PM

Vendor: LiRo Engineers, Inc.

Title: Chief Executive Officer/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.

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

## PRINCIPAL QUESTIONNAIRE FORM

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

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

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

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

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

List of other addresses and telephone numbers attached

Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		
Phone	(207) 582-2400		

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

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

Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		

Phone	(732) 409-6953		
Type	Business		
Description	One State Street Plaza, 28th Floor		
Address	New York		
City	State/Province/Territory:	NY	Zip/Postal Code: 10004
Country	US		
Phone	(212) 563-0280		
Type	Business		
Description	690 Delaware Avenue		
Address	Buffalo		
City	State/Province/Territory:	NY	Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description	141-07 20th Avenue, Suite 503		
Address	Whitestone		
City	State/Province/Territory:	NY	Zip/Postal Code: 11357
Country	US		
Phone	(718) 445-5295		
Type	Business		
Description	703 Lorimer Street		
Address	Brooklyn		
City	State/Province/Territory:	NY	Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description	100 Duffy Avenue, Suite 402		
Address	Hicksville		
City	State/Province/Territory:	NY	Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description	538 Spruce Street, Suite 506		
Address	Scranton		
City	State/Province/Territory:	PA	Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description	1266 E. Main Street, Soundview Plaza, Suite 700R		
Address	Stamford		
City	State/Province/Territory:	CT	Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description	529 Main Street, Suite 3303		
Address	Boston		
City	State/Province/Territory:	MA	Zip/Postal Code: 02129
Country	US		

Phone

(617) 723-7100

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	01/11/1999	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.

An officer of:

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

Monitor Builders, Inc.

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

\_\_\_\_\_



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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

LiRo Engineers, Inc.

Name of submitting business

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

Lawrence Roberts

Chief Financial Officer

Title

03/16/2020 01:07:15 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: Luis M. Tormenta  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

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

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

List of other addresses and telephone numbers attached

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

Type	Business
Description	
Address	500 Washington Avenue
City	Portland State/Province/Territory: ME Zip/Postal Code: 04103
Country	US
Phone	(207) 582-2400

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

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

Phone	(516) 746-2350		
Type	Business		
Description			
Address	141-07 20th Avenue, Suite 503		
City	Whitestone	State/Province/Territory:	NY Zip/Postal Code: 11357
Country	US		
Phone	(718) 445-5295		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	85 Allen Street, Suite 300		
City	Rochester	State/Province/Territory:	NY Zip/Postal Code: 14608
Country	US		
Phone	(585) 287-8833		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	1266 E. Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		

Phone

(617) 723-7100

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

President	<u>05/23/2014</u>	Treasurer	<u></u>
Chairman of Board	<u></u>	Shareholder	<u></u>
Chief Exec. Officer	<u>09/29/2006</u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u></u>		
(Other)	<u></u>		

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

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Mr. Tormenta is an officer of the following affiliated companies:  
 LiRo Program and Construction Management, PE P.C. - Common Ownership and Control  
 LiRo Architects + Planners, P.C. - Common Ownership and Control  
 LiRo Architects & Engineers West, P.C. - Common Ownership and Control  
 LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control  
 LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control  
 LiRo Program and Construction Management, Inc. - Common Ownership and Control  
 LiRo Constructors, Inc. - Common Ownership and Control  
 LiRo GIS, Inc. - Common Ownership and Control  
 RLT Engineering, Geology and Land Surveying, P.C. - Common Ownership and Control  
 DiGirogio Associates, Inc. - Common Ownership and Control  
 DAI, Inc. - Common Ownership and Control

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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



taken.

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

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

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

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

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

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

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

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

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

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

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

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

0 File(s) Uploaded:

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

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

See attached

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

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

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

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

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

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

**CERTIFICATION**

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

LiRo Engineers, Inc.

Name of submitting business

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

Luis M. Tormenta, PE

Chief Executive Officer/President

Title

03/16/2020 12:50:57 PM

Date

**Question 11**



## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Alfred Bereche  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

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

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

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	<u>One State Street Plaza, 28th Floor</u>
City	<u>New York</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>10004</u>
Country	<u>US</u>
Phone	<u>(212) 563-0280</u>
Type	Business
Description	
Address	<u>141-07 20th Avenue, Suite 503</u>
City	<u>Whitestone</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11357</u>
Country	<u>US</u>
Phone	<u>(718) 445-5295</u>
Type	Business
Description	
Address	<u>703 Lorimer Street</u>
City	<u>Brooklyn</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11211</u>
Country	<u>US</u>
Phone	<u>(718) 782-0267</u>
Type	Business
Description	
Address	<u>85 Allen Street, Suite 300</u>
City	<u>Rochester</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>14608</u>
Country	<u>US</u>

Phone	(585) 287-8833		
Type	Business		
Description			
Address	690 Delaware Avenue		
City	Buffalo	State/Province/Territory:	NY Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description			
Address	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory:	NY Zip/Postal Code: 11501
Country	US		
Phone	(516) 746-2350		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	1266 E. Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		
Phone	(617) 723-7100		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

Phone

(207) 582-2400

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

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

Type	Description	Start Date
Other	Senior Vice President	10/24/2018

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

An officer of:

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

Monitor Builders, Inc.

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

LiRo Engineers, Inc.

Name of submitting business

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

Alfred Bereche

Senior Vice President/Secretary

Title

03/16/2020 01:06:13 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: Robert Hutteman, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

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

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

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	101 Hudson Street, 21st Floor
City	Jersey City
Country	US
Phone	(732) 409-6953
Type	Business
Description	
Address	529 Main Street, Suite 3303
City	Boston
Country	US
Phone	(617) 723-7100
Type	Business
Description	
Address	235 East Jericho Turnpike
City	Mineola
Country	US
Phone	(516) 746-2350
Type	Business
Description	
Address	100 Duffy Avenue, Suite 402
City	Hicksville
Country	US

<b>Phone</b>	(516) 595-2900		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	85 Allen Street, Suite 300		
<b>City</b>	Rochester	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 14608
<b>Country</b>	US		
<b>Phone</b>	(585) 287-8833		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	538 Spruce Street, Suite 506		
<b>City</b>	Scranton	<b>State/Province/Territory:</b>	PA Zip/Postal Code: 18503
<b>Country</b>	US		
<b>Phone</b>	(570) 963-7713		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	1266 E. Main Street, Soundview Plaza, Suite 700R		
<b>City</b>	Stamford	<b>State/Province/Territory:</b>	CT Zip/Postal Code: 06902
<b>Country</b>	US		
<b>Phone</b>	(203) 992-4560		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	500 Washington Avenue		
<b>City</b>	Portland	<b>State/Province/Territory:</b>	ME Zip/Postal Code: 04103
<b>Country</b>	US		
<b>Phone</b>	(207) 582-2400		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	One State Street Plaza, 28th Floor		
<b>City</b>	New York	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 10004
<b>Country</b>	US		
<b>Phone</b>	(212) 563-0280		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	690 Delaware Avenue		
<b>City</b>	Buffalo	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 14209
<b>Country</b>	US		
<b>Phone</b>	(716) 882-5476		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	141-07 20th Avenue, Suite 503		
<b>City</b>	Whitestone	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11357
<b>Country</b>	US		
<b>Phone</b>	(718) 445-5295		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	703 Lorimer Street		
<b>City</b>	Brooklyn	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11211
<b>Country</b>	US		

Phone

(718) 782-0267

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

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

Type	Description	Start Date
Other	Senior Associate Vice President	05/07/2017

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.

Joseph C. Lu Engineering & Land Surveying, PC - Stakeholder 10/1/02-3/17/17; President 10/7/07-3/16/16  
Hutteman Lawn & Landscape, Inc. - President - 1/1/01-2019

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☒

X

If yes, provide an explanation of the circumstances and corrective action taken.

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

**CERTIFICATION**

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

LiRo Engineers, Inc.

Name of submitting business

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

Robert Hutteman, PE ~~XXXXXXXXXXXXXXXXXXXX~~

Senior Associate Vice President

Title

03/16/2020 01:03:38 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: Joseph Grant, FAIA  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

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

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

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	<u>235 East Jericho Turnpike</u>
City	<u>Mineola</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11501</u>
Country	<u>US</u>
Phone	<u>(516) 746-2350</u>
Type	Business
Description	
Address	<u>141-07 20th Avenue, Suite 503</u>
City	<u>Whitestone</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11357</u>
Country	<u>US</u>
Phone	<u>(718) 445-5295</u>
Type	Business
Description	
Address	<u>703 Lorimer Street</u>
City	<u>Brooklyn</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11211</u>
Country	<u>US</u>
Phone	<u>(718) 782-0267</u>
Type	Business
Description	
Address	<u>529 Main Street, Suite 3303</u>
City	<u>Boston</u> State/Province/Territory: <u>MA</u> Zip/Postal Code: <u>02129</u>
Country	<u>US</u>

Phone	(617) 723-7100		
Type	Business		
Description	1 State Street Plaza, 28th Floor		
Address			
City	New York	State/Province/Territory:	NY Zip/Postal Code: 10004
Country	US		
Phone	(212) 563-0280		
Type	Business		
Description	690 Delaware Avenue		
Address			
City	Buffalo	State/Province/Territory:	NY Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description	100 Duffy Avenue, Suite 402		
Address			
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description	85 Allen Street, Suite 300		
Address			
City	Rochester	State/Province/Territory:	NY Zip/Postal Code: 14608
Country	US		
Phone	(585) 287-8833		
Type	Business		
Description	101 Hudson Street, 21st Floor		
Address			
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description	538 Spruce Street, Suite 506		
Address			
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description	1266 E. Main Street, Soundview Plaza, Suite 700R		
Address			
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description	500 Washington Avenue		
Address			
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

Phone

(207) 582-2400

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	09/14/2015		
(Other)			

Type	Description	Start Date
Other	Senior Vice President	03/09/2020

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 DiGiorgio Associates, Inc.; LiRo Architects + Planners, P.C.; DAI, Inc.; LiRo Architects & Engineers, P.C. (CT) and LiRo Architects & Engineers, P.C. (PA)

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

LiRo Engineers, Inc.

Name of submitting business

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

Joseph Grant, FAIA

Senior Vice President

Title

03/16/2020 01:02:16 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: Joseph Massa, CCM  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

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

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

List of other addresses and telephone numbers attached

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

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

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

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

Phone	(516) 746-2350		
Type	Business		
Description			
Address	141-07 20th Avenue, Suite 503		
City	Whitestone	State/Province/Territory:	NY Zip/Postal Code: 11357
Country	US		
Phone	(718) 445-5295		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	85 Allen Street, Suite 300		
City	Rochester	State/Province/Territory:	NY Zip/Postal Code: 14608
Country	US		
Phone	(585) 287-8833		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	1266 E. Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

Phone

(207) 582-2400

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

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

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

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

LiRo Engineers, Inc.

Name of submitting business

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

Joseph Massa, CCM

Senior Vice President/ Chief Administrative Officer

Title

03/16/2020 12:59:23 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: NY Zip/Postal Code: [REDACTED]  
Country: US

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

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

List of other addresses and telephone numbers attached

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

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

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

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

<b>Phone</b>	(516) 746-2350		
<b>Type</b>	Business		
<b>Description</b>	141-07 20th Avenue, Suite 503		
<b>Address</b>	Whitestone		
<b>City</b>	State/Province/Territory:	NY	Zip/Postal Code: 11357
<b>Country</b>	US		
<b>Phone</b>	(718) 445-5295		
<b>Type</b>	Business		
<b>Description</b>	703 Lorimer Street		
<b>Address</b>	Brooklyn		
<b>City</b>	State/Province/Territory:	NY	Zip/Postal Code: 11211
<b>Country</b>	US		
<b>Phone</b>	(718) 782-0267		
<b>Type</b>	Business		
<b>Description</b>	100 Duffy Avenue, Suite 402		
<b>Address</b>	Hicksville		
<b>City</b>	State/Province/Territory:	NY	Zip/Postal Code: 11801
<b>Country</b>	US		
<b>Phone</b>	(516) 595-2900		
<b>Type</b>	Business		
<b>Description</b>	85 Allen Street, Suite 300		
<b>Address</b>	Rochester		
<b>City</b>	State/Province/Territory:	NY	Zip/Postal Code: 14608
<b>Country</b>	US		
<b>Phone</b>	(585) 287-8833		
<b>Type</b>	Business		
<b>Description</b>	101 Hudson Street, 21st Floor		
<b>Address</b>	Jersey City		
<b>City</b>	State/Province/Territory:	NJ	Zip/Postal Code: 07302
<b>Country</b>	US		
<b>Phone</b>	(732) 409-6953		
<b>Type</b>	Business		
<b>Description</b>	538 Spruce Street, Suite 506		
<b>Address</b>	Scranton		
<b>City</b>	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>	1266 E. Main Street, Soundview Plaza, Suite 700R		
<b>Address</b>	Stamford		
<b>City</b>	State/Province/Territory:	CT	Zip/Postal Code: 06902
<b>Country</b>	US		
<b>Phone</b>	(203) 992-4560		
<b>Type</b>	Business		
<b>Description</b>	500 Washington Avenue		
<b>Address</b>	Portland		
<b>City</b>	State/Province/Territory:	ME	Zip/Postal Code: 04103
<b>Country</b>	US		

Phone

(207) 582-2400

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

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

Type	Description	Start Date
Other	Senior Vice President	09/01/2006
Other	Executive Vice President	01/15/2020

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

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

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

taken.

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

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

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

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

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

0 File(s) Uploaded:

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

See attached

1 File(s) Uploaded: Question 11.pdf

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

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

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

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

**CERTIFICATION**

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

LiRo Engineers, Inc.

Name of submitting business

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

Lawrence H. Blond, PE

Executive Vice President

Title

03/16/2020 12:53:11 PM

Date

**Question 11**





## PRINCIPAL QUESTIONNAIRE FORM

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

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

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

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

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

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	500 Washington Avenue
City	Portland State/Province/Territory: ME Zip/Postal Code: 04103
Country	US
Phone	(207) 582-2400

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

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

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

Phone	(516) 746-2350				
Type	Business				
Description					
Address	703 Lorimer Street				
City	Brooklyn	State/Province/Territory:	NY	Zip/Postal Code:	11211
Country	US				
Phone	(718) 782-0267				
Type	Business				
Description					
Address	141-07 20th Avenue, Suite 503				
City	Whitestone	State/Province/Territory:	NY	Zip/Postal Code:	11357
Country	US				
Phone	(718) 445-5295				
Type	Business				
Description					
Address	100 Duffy Avenue, Suite 402				
City	Hicksville	State/Province/Territory:	NY	Zip/Postal Code:	11801
Country	US				
Phone	(516) 595-2900				
Type	Business				
Description					
Address	85 Allen Street, Suite 300				
City	Rochester	State/Province/Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				
Type	Business				
Description					
Address	101 Hudson Street, 21st Floor				
City	Jersey City	State/Province/Territory:	NJ	Zip/Postal Code:	07302
Country	US				
Phone	(732) 409-6953				
Type	Business				
Description					
Address	538 Spruce Street, Suite 506				
City	Scranton	State/Province/Territory:	PA	Zip/Postal Code:	18503
Country	US				
Phone	(570) 963-7713				
Type	Business				
Description					
Address	1266 E. Main Street, Soundview Plaza, Suite 700R				
City	Stamford	State/Province/Territory:	CT	Zip/Postal Code:	06902
Country	US				
Phone	(203) 992-4560				
Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/Territory:	MA	Zip/Postal Code:	02129
Country	US				

Phone

(617) 723-7100

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

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

Type	Description	Start Date
Other	Senior Vice President	10/01/2006
Other	Executive Vice President	01/15/2020

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

taken.

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

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

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

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

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

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

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

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

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

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

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

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

0 File(s) Uploaded:

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

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

See attached

1 File(s) Uploaded: Question 11.pdf

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

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

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

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

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

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

**CERTIFICATION**

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

LiRo Engineers, Inc.

Name of submitting business

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

Michael Bailey, PE

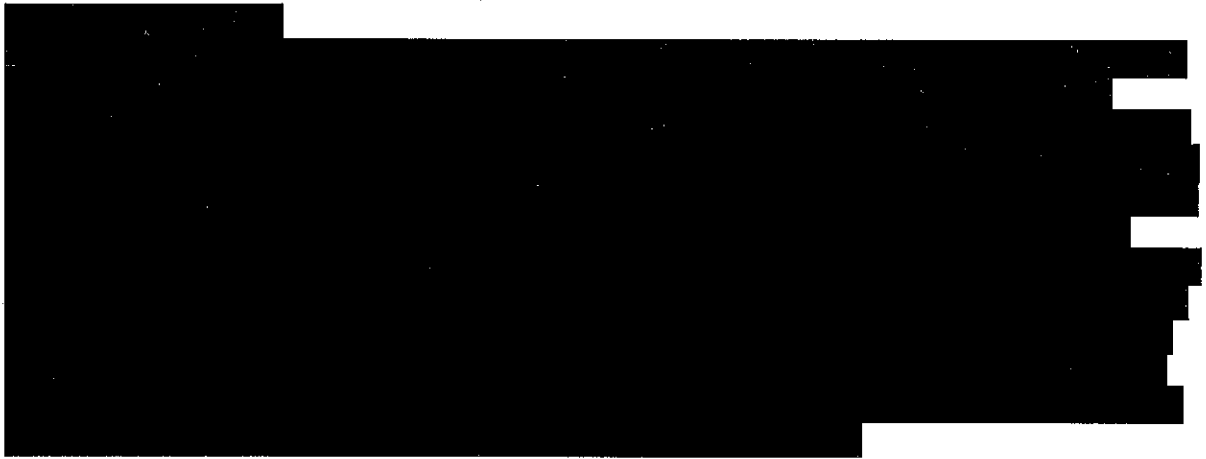
Executive Vice President

Title

03/16/2020 12:55:57 PM

Date

**Question 11**





## PRINCIPAL QUESTIONNAIRE FORM

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

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

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

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

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

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	500 Washington Avenue
City	Portland
Country	US
Phone	(207) 582-2400

Type	Business
Description	
Address	1266 E. Main Street, Soundview Plaza, Suite 700R
City	Stamford
Country	US
Phone	(203) 992-4560

Type	Business
Description	
Address	85 Allen Street, Suite 300
City	Rochester
Country	US
Phone	(585) 287-8833

Type	Business
Description	
Address	101 Hudson Street, 21st Floor
City	Jersey City
Country	US

Phone	(732) 409-6953		
Type	Business		
Description			
Address	One State Street Plaza, 28th Floor		
City	New York	State/Province/Territory:	NY Zip/Postal Code: 10004
Country	US		
Phone	(212) 563-0280		
Type	Business		
Description			
Address	690 Delaware Avenue		
City	Buffalo	State/Province/Territory:	NY Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description			
Address	141-07 20th Avenue, Suite 503		
City	Whitestone	State/Province/Territory:	NY Zip/Postal Code: 11357
Country	US		
Phone	(718) 445-5295		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory:	NY Zip/Postal Code: 11501
Country	US		
Phone	(516) 746-2350		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		

Phone

(617) 723-7100

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

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

Type	Description	Start Date
Other	Executive Vice President	01/15/2020
Other	Senior Vice President	03/16/2009

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

LiRo Program and Construction Management, PE P.C. - Common Ownership and Control  
LiRo Architects + Planners, P.C. - Common Ownership and Control  
LiRo Architects & Engineers West, P.C. - Common Ownership and Control  
LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control  
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control  
LiRo Program and Construction Management, Inc. - Common Ownership and Control  
LiRo Constructors, Inc. - Common Ownership and Control  
LiRo GIS, Inc. - Common Ownership and Control  
Monitor Builders, Inc. - Common Ownership and Control  
RLT Engineering, Geolgoiy and Land surveying, P.C. - Common Ownership and Control

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

taken.

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

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

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

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

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

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

0 File(s) Uploaded:

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

See attached

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

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

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

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

**CERTIFICATION**

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

LiRo Engineers, Inc.

Name of submitting business

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

Michael Burton, PE

Executive Vice President

Title

03/16/2020 12:57:07 PM

Date

**Question 11**





## PRINCIPAL QUESTIONNAIRE FORM

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

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

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

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

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

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	One 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	690 Delaware Avenue
City	Buffalo State/Province/Territory: NY Zip/Postal Code: 14209
Country	US
Phone	(716) 882-5476
Type	Business
Description	
Address	235 East Jericho Turnpike
City	Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country	US

Phone	(516) 746-2350		
Type	Business		
Description			
Address	141-07 20th Avenue, Suite 503		
City	Whitestone	State/Province/Territory:	NY Zip/Postal Code: 11357
Country	US		
Phone	(718) 445-5295		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	85 Allen Street, Suite 300		
City	Rochester	State/Province/Territory:	NY Zip/Postal Code: 14608
Country	US		
Phone	(585) 287-8833		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		
Phone	(617) 723-7100		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

Phone

(207) 582-2400

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	08/06/2016		
(Other)			

Type	Description	Start Date
Other	Senior Vice President	07/22/2019

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

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

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

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

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

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

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

--

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

**CERTIFICATION**

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

LiRo Engineers, Inc.

Name of submitting business

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

Michael Smith, PE

Senior Vice President

Title

03/16/2020 01:01:17 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: Peter J. Gerbasi, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

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

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

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	500 Washington Avenue
City	Portland State/Province/Territory: ME Zip/Postal Code: 04103
Country	US
Phone	(207) 582-2400

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

Type	Business
Description	
Address	101 Hudson Street, 21st Floor
City	Jersey City State/Province/Territory: NJ Zip/Postal Code: 07302
Country	US
Phone	(732) 409-6953

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



<b>Phone</b>	(718) 782-0267		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	100 Duffy Avenue, Suite 402		
<b>City</b>	Hicksville	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11801
<b>Country</b>	US		
<b>Phone</b>	(516) 595-2900		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	85 Allen Street, Suite 300		
<b>City</b>	Rochester	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 14608
<b>Country</b>	US		
<b>Phone</b>	(585) 287-8833		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	538 Spruce Street, Suite 506		
<b>City</b>	Scranton	<b>State/Province/Territory:</b>	PA Zip/Postal Code: 18503
<b>Country</b>	US		
<b>Phone</b>	(570) 963-7713		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	529 Main Street, Suite 3303		
<b>City</b>	Boston	<b>State/Province/Territory:</b>	MA Zip/Postal Code: 02129
<b>Country</b>	US		
<b>Phone</b>	(617) 723-7100		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	690 Delaware Avenue		
<b>City</b>	Buffalo	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 14209
<b>Country</b>	US		
<b>Phone</b>	(716) 882-5476		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	235 East Jericho Turnpike		
<b>City</b>	Mineola	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11501
<b>Country</b>	US		
<b>Phone</b>	(516) 746-2350		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	141-07 20th Avenue, Suite 503		
<b>City</b>	Whitestone	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11357
<b>Country</b>	US		
<b>Phone</b>	(718) 445-5295		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	1266 E. Main Street, Soundview Plaza, Suite 700R		
<b>City</b>	Stamford	<b>State/Province/Territory:</b>	CT Zip/Postal Code: 06902
<b>Country</b>	US		

Phone

(203) 992-4560

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	09/24/2007		
(Other)			

Type	Description	Start Date
Other	Senior Vice President	10/18/2016

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 at RLT Engineering, Geology and Land Surveying, PC

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

LiRo Engineers, Inc.

Name of submitting business

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

Peter J. Gerbasi, PE

Senior Vice President

Title

03/16/2020 12:58:33 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: Robert Kreuzer  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

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

Other present address(es): 3 Aerial Way  
City: State/Province/Territory: Zip/Postal Code:  
Country:  
Telephone:

List of other addresses and telephone numbers attached

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

Type	Business
Description	
Address	141-07 20th Avenue, Suite 503
City	Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country	US
Phone	(718) 445-5295

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

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

Phone	(516) 746-2350		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	85 Allen Street, Suite 300		
City	Rochester	State/Province/Territory:	NY Zip/Postal Code: 14608
Country	US		
Phone	(585) 287-8833		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description			
Address	1266 E. Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		
Phone	(617) 723-7100		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

Phone

(207) 582-2400

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

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

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

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 RLT Engineering, Geology and Land Surveying, PC

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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



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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

LiRo Engineers, Inc.

Name of submitting business

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

Robert Kreuzer

Senior Vice President

Title

03/16/2020 01:00:25 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 L. Trotta, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

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

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

List of other addresses and telephone numbers attached

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

Type	Business
Description	
Address	101 Hudson Street, 21st Floor
City	Jersey City State/Province/Territory: <u>NJ</u> Zip/Postal Code: <u>07302</u>
Country	US
Phone	(732) 409-6953

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

Type	Business
Description	
Address	500 Washington Avenue
City	Portland State/Province/Territory: <u>ME</u> Zip/Postal Code: <u>04103</u>
Country	US

<b>Phone</b>	(207) 582-2400		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	141-07 20th Avenue, Suite 503		
<b>City</b>	Whitestone	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11357
<b>Country</b>	US		
<b>Phone</b>	(718) 445-5295		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	529 Main Street, Suite 3303		
<b>City</b>	Boston	<b>State/Province/Territory:</b>	MA Zip/Postal Code: 02129
<b>Country</b>	US		
<b>Phone</b>	(617) 723-7100		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	100 Duffy Avenue, Suite 402		
<b>City</b>	Hicksville	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11801
<b>Country</b>	US		
<b>Phone</b>	(516) 595-2900		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	538 Spruce Street, Suite 506		
<b>City</b>	Scranton	<b>State/Province/Territory:</b>	PA Zip/Postal Code: 18503
<b>Country</b>	US		
<b>Phone</b>	(570) 963-7713		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	One State Street Plaza, 28th Floor		
<b>City</b>	New York	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 10004
<b>Country</b>	US		
<b>Phone</b>	(212) 563-0280		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	85 Allen Street, Suite 300		
<b>City</b>	Rochester	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 14608
<b>Country</b>	US		
<b>Phone</b>	(585) 287-8833		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	235 East Jericho Turnpike		
<b>City</b>	Mineola	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11501
<b>Country</b>	US		
<b>Phone</b>	(516) 746-2350		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	703 Lorimer Street		
<b>City</b>	Brooklyn	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11211
<b>Country</b>	US		

Phone

(718) 782-0267

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

President		Treasurer	
Chairman of Board	10/20/1997	Shareholder	10/20/1997
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

100% Sole Ownership

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

YES ☒ NO ☐ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Mr. Trotta is the principal owner of the following LiRo affiliated companies:

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

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

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

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

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

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

LiRo Constructors, Inc. - Common Ownership and Control

LiRo GIS, Inc. - Common Ownership and Control

RLT Engineering, Geology and Land surveying, P.C. - Common Ownership and Control

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

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

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

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

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

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

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

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

0 File(s) Uploaded:

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

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

See attached

1 File(s) Uploaded: Question 11.pdf

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



license held?

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

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

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

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

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

**CERTIFICATION**

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

LiRo Engineers, Inc.

Name of submitting business

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

Rocco L. Trotta, PE

Chairman of the Board

Title

03/16/2020 12:54:52 PM

Date

**Question 11**



COUNTY OF NASSAU

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

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

Address: 3 Aerial Way

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

Country: US

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

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

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

1 File(s) uploaded Question 4.pdf

*No principals have been attached to this form.*

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

If none, explain.

Rocco L. Trotta, PE, [REDACTED]

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

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

See attached.

1 File(s) uploaded Question 6.pdf

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

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

Luis M. Tormenta, PE

Dated: 03/16/2020 12:51:46 PM

Title: Chief Executive Officer/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, [REDACTED]

Luis M. Tormenta, PE, [REDACTED]

Lawrence Blond, PE, [REDACTED]

Michael Bailey, PE, 23 Cobblers [REDACTED]

Lawrence S. Roberts, [REDACTED]

Peter Gerbasi, PE, [REDACTED]

Robert Kreuzer, PE, [REDACTED]

Alfred C. Bereche, [REDACTED]

Michael Burton, PE, [REDACTED]

Robert Hutteman, PE, [REDACTED]

Joseph Grant, AIA, [REDACTED]

Michael Smith, PE, [REDACTED]

Joseph Massa, [REDACTED]

## Question 6

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

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

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

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

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

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

LiRo Constructors, Inc. – Common Ownership and Control

LiRo GIS, Inc. - Common Ownership and Control

Monitor Builders, Inc. – Common Ownership and Control

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

DAI, Inc. – Common Ownership and Control

DiGiorgio Associates, Inc. – Common Ownership and Control

James LaSala & Associates - Common Ownership and Control

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



CONTRACT FOR SERVICES  
Construction Management and Inspection Services for Austin Blvd Safety Improvements  
Project H61103 PIN 0760.82

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) LiRo Engineers, Inc. having its principal office at 3 Aerial Way, Syosset, NY 11791 (the "Firm" or "CM" or "CM Firm" or "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate twenty-four (24) months later (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for Extended Construction and/or Post Construction Phase Services until project close-out, by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. 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 specific work divisions and deliverables related to this project are described in and subject to the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Appendix "A". Services that were included in the firm's proposal shall be considered part of the Agreement and shall be provided, at the request of the Department.

3. Payment.

(a) Amount of Consideration The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as subject to and set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Appendix "B".

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a progress report, in a form satisfactory to the County, indicating the percentage and description of work completed, if applicable and other documentation satisfactory

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

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month. All claims must accompany a task progress report in County format.

(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 Contractor and any funding source including the County.

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

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

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

(a) **Copyrights.**

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

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

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

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

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

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

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

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

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

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

**7. Compliance with Law.**

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with 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.

(e) 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.

(f) 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.

(g) 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.

#### **8. Minimum Service Standards.**

Regardless of whether required by Law:

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

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

#### **9. Indemnification; Defense; Cooperation.**

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

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

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

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

#### **10. Insurance.**

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

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

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

#### **11. Assignment; Amendment; Waiver; Subcontracting.**

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

#### **12. Termination.**

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

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

(b) By the 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) Contractor 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 A122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

### **14. Limitations on Actions and Special Proceedings against the County.**

No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

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

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

**15. Work Performance Liability.**

The Firm is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Firm is using a Firm 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 convenience. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

**17. Notices.**

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

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

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

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

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

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



#### **19. Section and Other Headings.**

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

#### **20. Entire Agreement.**

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

#### **21. Administrative Service Charge.**

The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty-Three dollars and no cents (\$ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

#### **22. Joint Venture.**

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

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

#### **23. Executory Clause.**

Notwithstanding any other provision of this Agreement:

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

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

{Remainder of page intentionally lefty blank}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

**LiRo Engineers, Inc**

By: 

Name: MICHAEL ZAICE

Title: EXEC VICE PRES

Date: 11/30/2020

**ISSAU COUNTY**

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

Title: County Executive

☐ Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 30<sup>th</sup> day of January in the year 2020 before me personally came Michael Baitey to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Exec Vice President of Libo Engineers, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC

DENISE L. MUXO  
NOTARY PUBLIC, State of New York  
No. 01MU6051939  
Qualified in Suffolk County  
Commission Expires December 11, 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 the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County,

NOTARY PUBLIC

## Appendix "A"

### Scope of Services

H61103 CM P.L.N. 0760.82

#### Austin Blvd Safety Improvements

This agreement is for the Construction Management and Inspection Services for the Austin Blvd safety improvements project, which is to reconstruct the 1.4-mile stretch of Austin Boulevard to improve pedestrian and vehicle safety, drainage and increased storm resiliency in an effort to create a safer and more sustainable corridor. Roadway improvements include a southbound lane diet, reconfigured lane widths, raised and painted center medians, increased parking lane widths and new traffic signals with protected left turn phases at select intersections. Intelligent transportation systems including cameras, driver feedback signs for speed awareness and variable message signs will be installed along the corridor to facilitate daily traffic flow and emergency evacuations. Pedestrian improvements will include curb bulb outs, improved crosswalks and count down timers at all signalized intersections. Existing drainage problems will be eliminated in the Barnum Island area with the construction of a separate drainage outfall for Long Beach Road runoff. Additional drainage improvements will be incorporated into the reconfigured intersection at Austin Boulevard Vanderbilt Avenue /Broadway and other incidental work is to be expected as well in the Town of Hempstead. This project is subsidized with Federal Aid funds and therefore the appropriate NYSDOT inspection forms (MURK) and NYSDOT record keeping software (CEES, EBO) shall be utilized. All project documentation, policies and procedures shall follow the New York State Procedures for Locally Administered Federal Aid Projects Manual (PLAFAP).

The scope of services to be performed in the respective phases (which may overlap) is summarized below.

#### **1. Construction Phase Services**

- 1.1 Commencement and Duration – The Construction Phase will commence with the award of a construction contract for the project for which this agreement will be issued to provide CMI services. The Construction Phase will terminate upon final acceptance of the project in its entirety by the County. However, the contract will also require final inspection by NYSDOT Construction, as applicable for Federal Aid Projects. A punch list of items to be completed will be established, if necessary, and resolved. After punch list work is completed, the CM firm shall submit all necessary Close-out Documents to the County project manager as per Chapter 17 of the PLAFAP (LPM) manual to send to NYSDOT for its review and concurrence, as applicable for Federal Aid projects. Contract closeout is generally scheduled to be completed in 3 months following the completion of this project.
- 1.2 Pre & Post Construction Phase – The pre-construction phase shall include all the required documentation, insurance, safety and DBE/MBE/WBE/SDVOB utilization paperwork as well as the tracking, review and approval of proposed materials for the project. The contract award package must be submitted to NYSDOT Construction for its review and concurrence, as applicable for Federal Aid projects. The post construction phase shall include all supporting documentation and close out paperwork in accordance with Federal Aid policies and procedures. This includes Chapter 17 of the PLAFAP (LPM) manual for State Local Agreement Close Out, as applicable for Federal Aid projects.

- 1.3      General Construction Administration – The CM Firm shall provide administration of the Projects and shall administer all construction contracts on the County's behalf. The CM firm will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. The CM firm shall administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractor (CC), and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the users. The CM firm shall maintain competent full-time staff at the project site to administer the project, at all times work is being performed by CC. The CM firm shall furnish its staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, smart levels etc.
- 1.4      Site Conditions – As portions of the work become accessible, the CM firm shall promptly and diligently investigate existing conditions and report to the County Engineer/ Project Manager those conditions which differ substantially from the information contained in the Construction Documents. Special attention shall be paid to the Contractor's conformance with the various permits applicable to these projects. Collaboration by the CM firm with the County Engineer/ Project Manager will be required to ensure that all permit conditions are met and modifications to the Contract Documents are agreed upon, as needed.
- 1.5      Erosion and Sediment Control– The CM firm must make sure the contractor takes the responsibility for the temporary control of soil and water pollution that could potentially result from construction activities and shall be in accordance with Federal, State and Local regulations, as well as the Contract specifications and directions of the County representatives. At a minimum, the RE and Inspector shall hold a valid certification for NYSDEC 4-hour erosion & sediments control training. A diary shall be maintained indicating all necessary precautions have been taken to prevent contamination of waters and surrounding areas by slit, sediments, fuels, solvents, lubricants, epoxy coating, wet concrete, concrete leachate, washings from concrete equipment or any other pollutant associated with drilling and constructions procedures. (Specific reference is made to the New York State Department of Environmental Conservations' "Guidelines for Urban Erosion and Sediment Control", along with any subsequent updates.)
- 1.6      Quality Assurance – The CM 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 CC with respect to conformance to the Construction Documents. The CM firm shall provide and use necessary equipment for testing concrete (slump, air, etc.) and shall be responsible for acceptance of all materials in place. The CM firm shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing to be performed by Nassau County Laboratory and controlled inspection by county staff with the Work of the CC. The CM shall promptly notify the County Engineer/ Project Manager and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall implement correction/resolution. The CM shall track all defective and non-conforming Work through correction until final acceptance by the County.
- 1.6.1      Monitor Progress – The CM shall inspect and monitor the progress of the CC's work and prepare written daily reports including the RE's project diary and Inspector's daily reports (IDR) documenting the type and location of work performed, each contractor's labor and equipment, and all pertinent details relative to the progress of the Work. The CM shall 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. The CM firm shall pro-actively monitor the progress of the work, taking such steps (on behalf of the County) as are authorized under the CC contract, to ensure that the CC workforce is sufficient, and the Work is being diligently prosecuted in strict compliance with the contract documents.

1.6.2 Documentation – The CM firm 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.), approval of subcontractors and reports. Documents and records will be maintained for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, requests for information, supplementary bulletins, change orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well-organized and the information maintained current at all times. The CM shall receive the CC submittals such as shop drawings, product data, and samples; promptly review them for completeness and responsiveness; log and finally distribute them to the County Engineer/ Project Manager or review and approval; within 48 hours of receipt by CM of the CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the County Engineer/ Project Manager and shall update the submittal log accordingly. The CM shall collect and compile as-built drawings, maintenance manuals, spare parts and attic stock, if any provided by the CC.

1.6.3 CC Payment – The CM shall receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. The CM shall correlate CC 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. In addition, the CM shall track payments to the CC, document construction expenditures.

1.6.4 Meetings – The CM shall schedule and conduct regular weekly meetings with the CC, the Engineer, the County, and others, where necessary to plan and coordinate the work, discuss progress, and solve problems related to the Projects. The CM shall also attend weekly meetings with the County Engineer/ Project Manager as well as prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM firm at these meetings shall be at no additional cost to the County.

1.6.5 Reporting – The CM shall prepare bi-weekly written progress reports and digitally submit the same to the County, no later than one week from the due date. Such reports shall include the following information at a minimum:

- A. Executive Summary
- B. Progress Narrative – Supported by photographs and the project schedule updated to show progress
- C. Issues Report – Report on all critical and important issues, which require the attention of the County
- D. Change Orders – Log the status of change orders (e.g., potential,

- proposed, pending, processed)
- E. CC Payment Summary – Include a discussion of variances between amounts paid to date and the cash flow forecast
- F. Budget Report
- G. Log of Non-conforming or deficient work or delay
- H. Attachments – Attach photographs, logs, reports, etc, which are germane to the Issues Report.
- I. Critical issues pertinent to the project.
- J. Accident report, if any and measures taken to stop recurrence.

1.6.6 Safety – The CM shall require each contractor to submit its safety program and shall serve a central role in dissemination of safety-related information to the CC. The CM shall verify and approve means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the Work of the CC as necessary. The CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. CM's effort shall include the following:

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

1.6.7 Change Orders— The CM shall evaluate and prepare all Supplementary Bulletins prior to their issuance, prepare cost estimates, review CC proposals and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope of and reason for the changed work, including any special conditions or effects on the various permits. The CM shall 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 inform the County of such, and shall track all such changes separately on the County's behalf. The CM shall keep a log of all Requests for Information, Supplementary Bulletins, Proposals and Change Orders.

1.6.8 Change orders/ Order on Contract – The CM is responsible for preparing, reviewing and recommending for approval of all Change Orders/ Order on Contracts. If NYSDOT requires any changes that are required to be signed by a P.E., for submission to NYSDOT for their concurrence, the CM firm will be responsible for preparing and signing the documents to be submitted to NYSDOT. The cost for this will be considered to be included in the firm's fees.

1.6.9 Scheduling – The CM shall, with the cooperation of the CC, prepare the Construction Schedule, if so, directed by the Commissioner or his/her representative. The Schedule shall be prepared using the critical path method and Primavera P6 (or later version) software and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The CM shall evaluate the CC's request for extension of the Contract time and advise the County confidentially on the quantum and merits of such requests. If project requires the CC to submit schedule, the CM shall verify and accept baseline and monthly updates show progress. The CM shall compile 2 week look-ahead schedules from the Master Schedule and augment same with detail provided by the CC; review schedule updates as necessary to check changes and show the impact of changes to the critical path and completion milestones; confer with the CC and prepare recovery schedules, as needed; and the CM shall Prepare delay analysis and resolve dispute/delay claims.

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

1.6.11 Temporary Office – Engineers Field Office will be provided at the job site. However, the construction management firm shall provide a desk top computer for the use of Office Engineer in the field office. Fire-proof file cabinet storage and all other office furnishings will be provided by the General Construction Contractor for use in conjunction with this project.

1.6.12 CPM Schedule – Please refer to NYSDOT specification for CPM Schedule. All work shall be done accordingly.



## **2. Post-Construction Phase Services**

- 2.1 Contract Closeout – The CM shall conduct final inspections of the completed projects with the County and assist the Engineer, who will prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. If the projects are completed in sections, then multiple final inspections may be needed. The CM shall Compile project's records and documents collected during the construction phase and review the as built drawings provided by the contractors 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 Engineer for the preparation of record drawings. The firms selected to provide these services will each be awarded a two (2) year Agreement with the County, with a provision to extend this Agreement for Extended Construction and/or Post Construction Phase Services until project close-out of service.
- 2.2 Claims and Disputed Work – The CM shall promptly review CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. If the Work is disputed, the CM shall promptly refer the matter(s) under dispute to the County Engineer/ Project manager for interpretation, confer with the County Engineer/ Project Manager as required and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute, at the County's request, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the construction or post-construction phase, and with the County's concurrence, prepare written response to CC's claims, incorporating the County Engineer's/ Project Manager's determination, where applicable.
- 2.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM firm to perform any act or render any services other than those of a professional Construction Manager / Inspector, as defined herein. 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 Designer.
- 2.4 Preparation of Contract Closeout Documentation – The CM firm shall complete all contract closeout documentation in accordance with Federal Aid policies and procedures and the NYS PLAFAP (LPM) manual. Specifically, the Close Out documents should include Section 17.2.1, 'Sponsor's Submission to the Region. In addition, the CM firm shall ensure that all files and documentation are complete and in order so that the County can maintain proper records in storage, as applicable for Federal Aid projects.

## **3. Additional Services**

- 3.1 Extended Construction and/or Post Construction Phase Services – The CM firm shall provide hourly rates and multiplier for all staff assigned to the project. The hourly rates shall include all costs, including overhead and profit. These rates shall be the sole basis for additional compensation for extended construction and/or post construction phase staffing services, in accordance with Exhibit B, Part A.

3.2 Extra Services and Reimbursable Expenses as per the agreement and Exhibit B.

**4. Errors and Omissions**

4.1 Included: proposals shall include any service not indicated in this scope that the proposer deems necessary for the completion and administration of the work. Any service necessary for the completion of the work not related to those items covered under section 1, part 4.1 of this RFP shall be performed by the CM firm at no additional cost to the County.

## **Appendix "B"**

### **Payment Schedule**

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

#### **A. AMOUNT OF CONSIDERATION**

In consideration of all services, performed by the Firm (inclusive of sub-consultants, and all reimbursable expenses and additional/ extra services) under this Agreement, the County shall pay the Firm a total amount not to exceed two million one hundred forty-five thousand two hundred twenty nine dollars and eleven cents, (\$2,145,229.11) including allowance and 10% contingency. The Firm shall be compensated for such services by an amount equal to two and twentieth hundred (2.20) 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. (Maximum allowable Multiplier 2.2 for resident engineer, office engineer, inspectors for their services and for any extra services. For extra services, prior approval needed from Commissioner or his or her duly designated deputy).

The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee salary increases within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. All overtime requests must be submitted to the Department for approval in advance. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred.

Notwithstanding the foregoing, the maximum billable rate, excluding Additional/ Extra Services, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and fifty dollars (\$150.00).

#### **B. REIMBURSABLE EXPENSES**

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

- A. The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.
- B. Direct reimbursement of site investigation, sub-surface exploration, utility location and mark-out services, and any other engineering related expenses as required.

## **C    ADDITIONAL/ EXTRA SERVICES**

(1) Additional / Extra Services. At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Additional/Extra Services under the allowance. The Firm shall not perform, nor be compensated for, additional/ extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Firm agrees to perform any such additional/ extra Services in accordance with the terms and conditions contained in this Agreement. For any additional/ extra services to be paid based on actual salaries, the CM firm shall be compensated for such services by an amount equal to two and twenty hundredths (2.20) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The CM firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate of one hundred seventy-five dollars (\$175.00) exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate for all technical personnel and principals after application of the multiplier, shall not exceed one hundred seventy- five dollars (\$175.00) under allowances per hour.

As used herein, "Additional/Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

Additional/ Extra services may include, but not limited to the following:

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

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

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

## 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.

Contract Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Luis M. Tormenta, PE (Name)

3 Aerial Way, Syosset, NY 11791 (Address)

516-938-5476 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

---

---

---

---

---

---

---

---

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

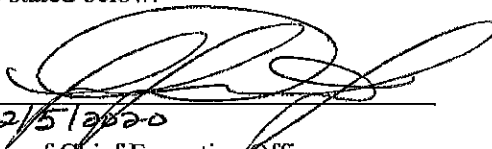
---

---

---

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

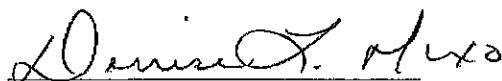
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

  
Dated 2/5/2020  
Signature of Chief Executive Officer

Luis M. Tormenta, PE  
Name of Chief Executive Officer

Sworn to before me this

5<sup>th</sup> day of February, 2020

  
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:** Saji Varughese, Construction Inspector II

**FROM:** Office of the Commissioner


**DATE:** November 15, 2017

**SUBJECT:** CSEA Sub-Contracting Approval  
**C17-114** – H61103 CM  
Construction Management and Inspection for Austin Boulevard Safety Improvements

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C17-114**.

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

If you have any questions, please speak with Jonathan Lesman.

  
Kenneth G. Arnold  
Assistant to Commissioner

KGA:las

c: Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Loretta Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II



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

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

**FROM:** Department of Public Works

**DATE:** November 3, 2017

**SUBJECT:** CSEA Notification of a Proposed DPW Contract Agreement  
 Proposed Contract Number: H61103CM Austin Boulevard Safety Improvements

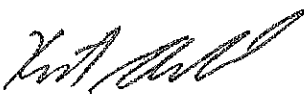
The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should be not be implied that the proposed DPW contract/agreement is for the work which as "historically and exclusively been performed by bargaining unit member".

1. DPW plans to recommend a contract/agreement for Construction Management and Inspection Service for DPW's Highway/Bridge Construction Group.
2. The work involves the following:

Provide one (1) resident engineer, one (1) office engineer and two (2) inspectors on an as-needed basis for construction management and inspection services for the Austin Boulevard safety improvement project. This CM team has to manage/inspect and coordinate with the Traffic Engineering Unit for all traffic signal equipment's installation and Water/Wastewater Engineering Unit for force main installation work at this work location. Since this is a Federally funded project, all the Construction Management staff are required to be well conversant with New York State Department of Transportation specifications, MURK, CEES and all other programs, as applicable. A concurrence by New York State Department of Transportation will also be necessary for the Construction Management staff. This project will be managed by the DPW's Construction Management Unit, Highway/Bridge Construction Group.

3. An estimate of the cost is: \$1,806,600.00
4. An estimate of the duration is: Twenty-four (24) Months.

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public works Attn: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

  
 Kenneth G. Arnold  
 Assistant to Commissioner

KGa:RM:WSN:jld

c: Christopher Fusco, Director, Office of Labor Relations  
 Ernst Bonaparte, Deputy, County Attorney  
 Rakhal Maitra, Deputy Commissioner of Public Works  
 William S. Nimmo, Deputy Commissioner of Public Works  
 Diane Pyne, Unit Head, Human Resources Unit  
 Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
 Loretta V. Dionisio, Hydrogeologist II  
 Jonathan Lesman, Management Analyst II  
 Saji Varughese, Construction Inspector II.



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

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

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

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

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


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

Michael Bailey, PE

01/30/2020

Name and Title of Authorized Representative

m/d/yy

  
Signature

01/30/2020

Date

The LiRo Group

Name of Organization

3 Aerial Way Syosset, NY 11791

Address of Organization

### 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2020

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

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

<b>PRODUCER</b> 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 Engineers, Inc. 3 Aerial Way Syosset NY 11791	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B: Crum &amp; Forster Indemnity Company</td><td>31348</td></tr><tr><td>INSURER C: Arch Specialty Insurance Company</td><td>21199</td></tr><tr><td>INSURER D: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER E: Berkley Assurance Company</td><td>39462</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Crum & Forster Indemnity Company	31348	INSURER C: Arch Specialty Insurance Company	21199	INSURER D: Evanston Insurance Company	35378	INSURER E: Berkley Assurance Company	39462	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Insurance Company	16535														
INSURER B: Crum & Forster Indemnity Company	31348														
INSURER C: Arch Specialty Insurance Company	21199														
INSURER D: Evanston Insurance Company	35378														
INSURER E: Berkley Assurance Company	39462														
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 558714689**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 5834596-07	11/1/2019	11/1/2020	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$6,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1337467086	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C D A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UXP103444400 MKLV1EUE100563 AEC 5835019-07	11/1/2019 11/1/2019 11/1/2019	11/1/2020 11/1/2020 11/1/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC 5834597-07	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E A	Pollution/Professional Liability Valuable Papers	Y Y	Y Y	PCAB60109081119 CPP 1074963-02	11/1/2019 11/1/2019	11/1/2020 11/1/2020	Occ./Agg. Limit: \$5,000,000 \$5,000,000

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

Re: Construction Management and Inspection Services for Austin Blvd Safety Improvement  
Nassau County is included as Additional Insured as respects Liability arising out of work performed by the Named Insured as required by written contract. 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

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

Nassau County 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

© 1988-2016 ACORD CORPORATION. All rights reserved.





**ZURICH**

## **Additional Insured – Automatic – Owners, Lessees Or Contractors**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO5834596-07	11/01/2019	11/01/2020	11/01/2019			

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

**Named Insured:** LIRO ENGINEERS, INC.

**Address (Including ZIP Code):**

3 AERIAL WAY

SYOSSET, NY 11791

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured 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 or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D. For the purposes of the coverage provided by this endorsement:**

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

**Primary and Noncontributory Insurance**

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; 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.

All other terms and conditions of this policy remain unchanged.

## 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 THAT IS INSURED UNDER THIS POLICY AND  
REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT  
OR AGREEMENT WITH A NAMED INSURED THAT IS EXECUTED PRIOR TO THE  
ACCIDENT OR 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.

# **M/WBE UTILIZATION PLAN**

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: LiRo Engineers, Inc. Federal Identification Number: 13-1974950  
 Address: 3 Aerial Way Solicitation Number: PW-H61103 CM  
 City, State, Zip Code: Syosset, NY 11791 Telephone Number: 516-938-5476  
 Region/Location of Work: CM and Inspection Services M/WBE Goals in the Contract: MBE 10% WBE 10%  
 Austin Blvd Safety Improvements

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.		2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract
A. CSM Engineering P.C. (M/W/DBE) 626 RXR Plaza, Uniondale, NY 11556 516-378-4887, cshah@csmengengineering.com		NYS ESD CERTIFIED <input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE	11-3489050	Inspection	\$ 429,045.82 Date - TBD
B.		NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).					
PREPARED and APPROVED BY: Michael Bailey, PE			FOR AGENCY USE ONLY		
NAME AND TITLE OF PREPARER (Print or Type): Michael Bailey, PE, Sr. Vice President			REVIEWED BY: DATE:		
Signature:  Authorized Signature			UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date:		
DATE: January 31, 2020			Contract No:		
TELEPHONE NO: 516-938-5476			Contract Award Date:		
EMAIL ADDRESS: bailey@m@liro.com			Estimated Date of Completion:		
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 16-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.			Amount Obligated Under the Contract:		
			NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO		
			Date:		
			NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO		
			Date:		