



Certified: --

**E-8-24**

FILED WITH THE NASSAU COUNTY CLERK OF THE LEGISLATURE DECEMBER 29TH, 2023 12:33 PM

**NIFS ID: CFPW23000047**

Capital: X

Contract ID #: CFPW23000047

NIFS Entry Date: 12/07/2023

**Department: Public Works**

Service: EMERGENCY - Correctional Center 832 Building Remedial Repairs B51037-02CM

Term: This Emergency Agreement shall commence on November 27th, 2023 and shall terminate on the date that a Certificate of Completion is issued to the Construction Contractor.

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

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

<b>Vendor/Municipality Info:</b>	
Name: <b>EnTech Engineering, PC</b>	ID#: <b>134138753</b>
Main Address: <b>17 State Street 36th Floor New York, NY 10004</b>	
Main Contact: <b>Soudabeh Bayat</b>	
Main Phone: <b>(646) 722-0000</b>	

<b>Department:</b>
Contact Name: <b>Joseph Amerigo</b>
Address: <b>NCDPW 1194 Prospect Avenue Westbury NY</b>
Phone: <b>(516) 571-6804</b>
Email: <b>ldionisio@nassaucountyny.gov, CPetrucci@nassaucountyny.gov, Ekobel@nassaucountyny.gov</b>

**Contract Summary**

**Purpose:** This is an EMERGENCY CONTRACT for repair of Correction Center 832 Building. In the interest of expediency this RFP was issued to a select group of seven (7) construction management firms that have been previously selected to provide "On Call" Construction Management Services to the Building Construction Group. Note that due to the Emergency it is likely that a Notice to Proceed will be issued to the selected firm( s) prior to legislative approval of the Contract for these services.

**Method of Procurement:** A formal Request for Proposals (RFP) process was conducted to procure the services.

**Procurement History:** A Request for Proposal was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RPF was e-mailed to seven qualified Vendors due to the Emergency. Proposals were received from five (5) firms on July 28, 2023. Following the review, the technical rank was

established and the cost proposals were opened. All of the proposals were eligible for review. The technical proposals were evaluated by professional staff within the Department: Douglas Tuman, Deputy Commissioner, Vincent Falkowski, Deputy Commissioner, Robert LaBaw, Chief Architect, Valiant Yeung, Architect III and Joseph Amerigo, Project Manager IV. As a result, the review committee recommends that ENTECH be retained to provide Construction Management services for the Nassau County Correctional Center 832 Building Remedial Repair Project.

**Description of General Provisions:** New agreement for construction management services. This Emergency Agreement shall commence on November 27th, 2023 and shall terminate on the date that a Certificate of Completion is issued to the Construction Contractor.

**Impact on Funding / Price Analysis:** A contract will be processed in the amount of one million nine hundred thirty six thousand dollars (\$1,936,000.00) adding a twenty (20%) percent contingency to the above referenced cost. Funding is available under Capital Project No. 51037.

**Change in Contract from Prior Procurement:** There is no prior procurement.

**Recommendation:** Approve as submitted

# Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00003	PWCAPCAP 00003 51037 000	01	\$1,936,000.00
Project Number		51037						
Project Detail		000						
							<b>TOTAL</b>	<b>\$1,936,000.00</b>

Additional Info	
Blanket Encumbrance	
Transaction	103
<b>Renewal</b>	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$1,936,000.00
Other	\$0.00
<b>Total</b>	<b>\$1,936,000.00</b>

# Routing Slip

Department			
NIFS Entry	Roseann D'Alleva	12/08/2023 09:57AM	Approved
NIFS Final Approval	Roseann D'Alleva	12/08/2023 09:57AM	Approved
Final Approval	Roseann D'Alleva	12/08/2023 09:57AM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	12/08/2023 10:12AM	Approved
Final Approval	Roseann D'Alleva	12/08/2023 10:12AM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	12/08/2023 10:21AM	Approved
Approval as to Form	Salvatore Spezio	12/11/2023 04:04PM	Approved
NIFS Approval	Mary Nori	12/14/2023 03:12PM	Approved
Final Approval	Mary Nori	12/14/2023 03:12PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	12/08/2023 11:00AM	Approved
NIFA Approval	Christopher Nolan	12/13/2023 12:19PM	Approved
Final Approval	Christopher Nolan	12/13/2023 12:19PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	12/15/2023 01:50PM	Approved
DCE Compliance Approval	Robert Cleary	12/27/2023 03:44PM	Approved
Vertical DCE Approval	Arthur Walsh	12/29/2023 09:43AM	Approved
Final Approval	Arthur Walsh	12/29/2023 09:43AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	12/29/2023 12:07PM	Approved

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

RULES RESOLUTION NO. – 2024

A RESOLUTION RATIFYING THE COUNTY EXECUTIVE’S EXECUTION OF A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND ENTECH ENGINEERING, P.C.

WHEREAS, the County has negotiated a personal services agreement with EnTech Engineering P.C., to provide engineering consulting services, a copy of which is on file with the Clerk of the Legislature;

WHEREAS, the Nassau County Executive executed said personal services agreement; now, therefore be it;

RESOLVED, that the Rules Committee of the Nassau County Legislature ratifies the County Executive’s execution of said agreement with EnTech Engineering P.C.

# CONTRACT FOR SERVICES

**Construction Management Services-  
Nassau County Correctional Center  
832 Building Remedial Repairs  
Agreement No. B51037-02CM**

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) ENTECH, a consulting engineering firm having its principal office at 17 State Street, 36<sup>th</sup> Floor, New York 10004 (the "Firm" or "Contractor").

WITNESSETH:

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

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

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

1. Term.

This term of this Agreement shall commence on the date on November 27, 2023 (the "Commencement date") and terminate on the date that a Certificate of Completion is issued to the Construction Contractor (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement one year delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2.. Services.

(a) The services to be provided by the Firm under this Agreement for the Nassau County Correctional Center- 832 Building Remedial Repairs, shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

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

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

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

(2) Testing Laboratory Services.

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

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

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

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

### 3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed One Million Nine Hundred Thirty-Six Thousand (\$1,936,000.00) dollars.

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

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

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

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

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

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

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

(a) Copyrights.

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

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

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

agrees to provide any further documentation necessary to accomplish this.

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

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

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

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

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

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

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or

contract and it is not in default as surety, Firm, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

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

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

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million

dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

12. Termination.

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

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

Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unless the application of this subsection will cause a provision required by Law to

be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

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

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

22. Joint Venture.

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

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

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

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

and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

{Remainder of page intentionally left blank}

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

FIRM

By: Susan Bayat  
Name: Susan Bayat, PE  
Title: President  
Date: 11/27/2023

NASSAU COUNTY

By: [Signature]  
Name: \_\_\_\_\_  
Title: County Executive  
Deputy County Executive  
Date: \_\_\_\_\_ **ARTHUR T. WALSH**  
**Chief Deputy County Executive**

PLEASE EXECUTE IN BLUE INK

12-29-23



## EXHIBIT "A"

### DETAILED SCOPE OF SERVICES

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

#### 1.0 Construction Phase Services

- 1.1.1 Commencement and Duration - The Construction Phase will commence with the issuance of a Notice to Proceed and will terminate upon final acceptance of the Project in its entirety by the County. The construction phase is scheduled for Twenty-Four (4) months. The CM should include One (1) month of pre-construction duties and Three (3) months of post-construction duties.
- 1.1.2 General Construction Administration – The CM shall provide administration of the Project and shall administer all construction contracts on the County’s behalf. The CM will be provided a copy of “the Procedure Manual for Project Management” prepared by the Nassau County Department of Public Works, as a guide to the County’s standard administrative procedures. Administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractor (CC), building end-users, and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the existing Facility occupants. Coordinate the installation of County-furnished material, equipment, and furniture with the work of the CC. The CM shall maintain competent full-time staff at the project site to administer the project at all times Work is being performed by CC. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, lap top computers, digital cameras, cellular telephones, etc. The CM recognizes that the construction will have to be closely monitored, and work (especially potentially disruptive work) will need to be scheduled accordingly.
- 1.1.3 Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, the Program Manager and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, the Program Manager, and the Design Engineer to devise appropriate modifications to the Contract Documents.
- 1.1.4 Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of applicable testing, controlled inspection, and the CM’s routine observation of the Work of the CC with respect to conformance to the Construction Documents. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall promptly notify the County, Design Engineer, and CC, as applicable, of defective,

deficient, and/or non-conforming Work, and shall make recommendations for correction and/or resolution. Track all defective and non-conforming Work through correction until final acceptance by the County. The CM shall provide all required testing equipment such as slump cone, air entrainment testing kit and thermometers as required for the Project.

- 1.1.5 Scheduling - The CC shall prepare the Master Construction Schedule (baseline) and monthly updates. This Schedule shall be prepared using the critical path method and Primavera P6 (or later version) software as approved and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The schedule shall be cost and resource loaded by the CC. The CM is responsible for monitoring the accuracy and completeness of the CPM Schedule, to review the Baseline and updates, provide analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule. The CM is responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time and advise the County confidentially on the quantum and merits of such requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review in a timely manner as per contract specifications. Upon acceptance of the baseline and subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC and shall discuss and agree upon recovery steps with the County.
- 1.1.6 Cash Flow Forecast - With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast. The baseline cash flow forecast, and all revisions shall also be forwarded to County.
- 1.1.7 BIM Related Services – The CM shall provide the necessary coordination between the Contractor and the County's BIM Services Provider from the start of the Project through completion.
- 1.1.8 Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the

Work, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforce is sufficient, and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.

- 1.1.9 Information Management System – The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained by the CM for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, requests for information, bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents, which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. At the minimum, the CM shall implement a web-based information management system for the exchange of submittals and provide and maintain access to all project participants. The CM shall receive the CC's submittals such as shop drawings, product data, and samples, promptly review them for completeness and responsiveness, log and finally distribute them to the Design Engineer, all distribution shall be electronic, for review and approval; within 48 hours of receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Design Engineer and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC and is responsible for documenting acceptability and the transfer of these items to Facilities, in both paper and electronic formats.
- 1.1.10 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. All payments shall be based on the cost loaded CPM schedule and CM shall be responsible for certifying such payments. The CM shall provide copies of their recommendations for payment to the County.
- 1.1.11 Meetings – Schedule and conduct regular weekly or bi-weekly job progress meetings with the CC, the Design Engineer, the County, the Program Manager and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend weekly meetings with

the County, and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

1.1.12 Reporting – The CM shall prepare written progress reports and upon acceptance by the County deliver five (5) copies of same to the County (or electronic). Such reports shall include the following information at a minimum:

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

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

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

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

1.1.16 Field Office – The CM shall provide, maintain, and subsequently remove its own temporary offices, during the construction phase. All CM's office equipment and supplies, including, but not limited to, telephones, computers (with software and high-speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained and subsequently removed by the CM, and the cost of same is included in the CM's Fee.

1.1.17 PLA & PLA Administration – The Project will be constructed under a Project Labor Agreement (PLA) utilizing a Single Prime Contractor for the execution of covered work with applicable exclusions. The Master PLA and the project specific amendment can be reviewed at NCDPW Headquarters by appointment. The CM shall be responsible for administering the PLA through a designated PLA Administrator. The PLA Administrator will be responsible for resolving labor disputes during construction if so required. The PLA Administrator will also be responsible for representing the County during any disputes arising out of Administering the PLA.

## **2.0 Post Construction Phase Services**

- 2.1.1 Contract Closeout - Conduct final inspections with Design Engineer, the Program Manager and the County, at the completion of each phase of the project, and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the CC and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Design Engineer for the preparation of record drawings. THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE EXTRA SERVICES SECTION OF THE AGREEMENT. Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.
- 2.1.2 CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer and the Program Manager for interpretation. Confer with the Design Engineer and the Program Manager and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.
- 2.1.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services,

recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Design Engineer.

## **EXHIBIT "B"**

### **PAYMENT SCHEDULE**

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

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

In consideration of all services, inclusive of Field Office and Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed **One Million Nine Hundred Thirty-Six Thousand Dollars (\$1,936,000.00) dollars**. The Firm shall be compensated for such services by an amount equal to Two point Five (2.50) 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. See attached staffing schedule, with titles, and maximum hourly rates and multipliers.

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

1. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records, acceptable to the County.
2. Other Reimbursable Expenses/Additional Work - the Firm shall be reimbursed for authorized reimbursable expenses or additional work. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement. Cost basis for such expenses can be lump sum and/or hourly wage rate times multiplier.

The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed Two Hundred and Twenty-five dollars (\$225.00)

## **Appendix “EE”**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor

and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general

circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary

for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

**APPENDIX "L"**

**Certificate of Compliance**

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

- 1. The chief executive officer of the Contractor is:

Susan Bayat (Name)

17 State Street, 36th Floor, New York, NY 10004 (Address)

646-722-0000 (Telephone Number)

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

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

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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 Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

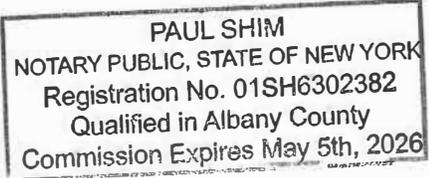
11/27/2023  
Dated

Susan Bayat  
Signature of Chief Executive Officer

Susan Bayat, PE, President  
Name of Chief Executive Officer

Sworn to before me this  
27<sup>th</sup> day of November, 2023.

Paul K. Shim  
Notary Public





Nassau County Interim Finance Authority

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

**1. Vendor: EnTech Engineering, PC**

**2. Amount requiring NIFA approval: \$1,936,000.00**

**Amount to be encumbered: \$1,936,000.00**

Slip Type: 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: to This Emergency Agreement shall commence on November 27th, 2023 and shall terminate on the date that a Certificate of Completion is issued to the Construction Contractor.**

Has work or services on this contract commenced? No

If yes, please explain:

**4. Funding Source:**

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

- Is the cash available for the full amount of the contract? No
- If not, will it require a future borrowing? Yes
- Has the County Legislature approved the borrowing? Yes
- Has NIFA approved the borrowing for this contract? No

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

This is an EMERGENCY CONTRACT for repair of Correction Center 832 Building. In the interest of expediency this RFP was issued to a select group of seven (7) construction management firms that have been previously selected to provide "On Call" Construction Management Services to the Building Construction Group. Note that due to the Emergency it is likely that a Notice to Proceed will be issued to the selected firm( s) prior to legislative approval of the Contract for these services.

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

- Nassau County Attorney as to form Yes
- Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
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**AUTHORIZATION**

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

CNOLAN

12/13/2023

**Authenticated User**

**Date**

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**COMPTROLLER'S OFFICE**

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

Regarding funding, please check the correct response:

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

**If this is a capital project:**

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

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

**Authenticated User**

**Date**

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**NIFA**

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

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

Elaine Phillips  
Comptroller



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

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

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

CONTRACTOR NAME: \_\_\_\_\_

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

FEDERAL TAX ID #: XXXXXXXXXX \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Roseann Dalleva*

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

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



COUNTY OF NASSAU

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?

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

Soudabeh Bayat, PE [CONTRACT@ENTECH.NYC]

Dated: 12/05/2023 04:02:27 pm

Vendor: EnTech Engineering, P.C.

Title: President

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

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

Business Address: 17 State Street, 36 Floor  
City: New York State/Province/Territory: NY Zip/Postal Code: 10004  
Country: US  
Telephone: 646-722-0000

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

List of other addresses and telephone numbers attached

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

President	<u>08/17/2000</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
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.

[REDACTED]

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.

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6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES  NO  If Yes, provide details.

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

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

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

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

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

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

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

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I,  , 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,  , 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.

EnTech Engineering, PC

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Name of submitting business

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

Soudabeh Bayat, PE SBAYAT@ENTECH.NYC

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President

---

Title

07/20/2023 03:19:46 pm

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Date

**State Of New Jersey**  
**New Jersey Office of the Attorney General**  
**Division of Consumer Affairs**



THIS IS TO CERTIFY THAT THE  
**Board of Prof. Engineers & Land Surveyors**

**HAS LICENSED**

**ENTECH ENGINEERING OF NEW JERSEY, PA**  
**SOUDABEH BAYAT**  
**190 Middlesex Essex Turnpike**  
**Suite 201**  
**Iselin NJ 08830**

**FOR PRACTICE IN NEW JERSEY AS A(N): Certificate of Authorization**

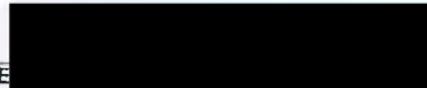


07/08/2022 TO 08/31/2024

VALID

*Soudabeh Bayat*

Signature of Licensee/Registrant/Certificate Holder



LICENSE

*[Signature]*  
ACTING DIRECTOR

**Business History Form**

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

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

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

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

Date: 10/19/2023

1) Proposer's Legal Name: EnTech Engineering, P.C.

2) Address of Place of Business: 17 State Street, 36th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10004

Country: US

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:  
 Own       Rent      \_\_\_\_\_

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 [X] If yes, please provide details:  
\_\_\_\_\_

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

YES  NO  If yes, please provide details:

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

YES  NO  If yes, please provide details:

EnTech Engineering of New Jersey, PA - a separate entity from EnTech Engineering, PC [REDACTED]  
[REDACTED]  
COWI/ENTECH JOINT VENTURE  
WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC

3 File(s) uploaded: COA - JV.pdf, COA - NJ exp 2024.pdf, [FILED] WBE-Construction Management Alliance, LLC - Certificate of Conversion [NY] GP to LLC(57342406.1).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.

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

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

17) Conflict of Interest:

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

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

No Conflict Exists

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

No Conflict Exists

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

No Conflict Exists

- 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.

In the event a conflict occurs with the Contract, EnTech will perform the following procedures:

- Notify the Client
- Promptly provide the Client with all relevant information relating to the conflict and comply with any reasonable requirements.
- Manage and remedy the conflict as required by the Client.

1 File(s) uploaded: Conflict of Interest statement and policy.docx

- 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 [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

08/17/2000

- 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.

First Name	Soudabeh				
Last Name	Bayat				
MI	_____	Suffix	_____		
Address	17 State Street 36th Floor				
City	New York	State/Province/ Territory	NY	Zip/Postal Code	10004
Country	US				
Position	President				

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

First Name	Soudabeh				
Last Name	Bayat				
MI	_____	Suffix	_____		
Address	17 State Street 36th Floor				
City	New York	State/Province/ Territory	NY	Zip/ Postal	10004

Country	US	Code	
Position	President		

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

[REDACTED]

vi) Annual revenue of firm;

[REDACTED]

vii) Summary of relevant accomplishments

EnTech Engineering, P.C. (EnTech) is a multi-disciplinary consulting firm with extensive experience in construction management and inspection, environmental consulting, civil design, traffic engineering, site safety services, and BIM consulting services. EnTech provides these services for government agencies and private clients on a variety projects related to building renovation and reconstruction, highway, road and street construction, bridge rehabilitation and replacement, and infrastructure and community improvement projects. EnTech employs highly skilled and dedicated personnel that allow us to provide a multitude of specialty engineering services for design, construction, rehabilitation, and remediation projects. EnTech provides cost-effective solutions and maintains an in-house staff that is always ready to respond to any planned or unexpected construction, environmental or health and safety matter that may arise. EnTech is a certified WBE and Local Law 1 firm.

1 File(s) uploaded: NYSESD WBE-Certificate-03-20 (2).pdf

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

1 File(s) uploaded: EnTech NYSED Licenses Combined r1.pdf

B. Indicate number of years in business.

23

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

[REDACTED]

1 File(s) uploaded: EnTech Capacity - Reliability.pdf

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 MTA Bridges & Tunnels

---

Contact Person	Patrick Keenan, PE		
Address	2 Broadway		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 304-5027		
Fax #			
E-Mail Address	pkeenan@mtabt.org		

---

Company	NYS Department of Transportation		
Contact Person	Giuseppe Pizzitola, PE		
Address	2904 Dewey Avenue		
City	Bronx	State/Province/Territory	NY
Country	US		
Telephone	(718) 239-6767		
Fax #			
E-Mail Address	giuseppe.pizzitola@dot.nyc.gov		

---

Company	Parsons		
Contact Person	Sudhir Sanghvi, PE		
Address	100 Broadway, Floor 18		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(917) 733-4618		
Fax #			
E-Mail Address	Sudhir.Sanghvi@parsons.com		

I, Soudabeh Bayat, 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, Soudabeh Bayat, 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: EnTech Engineering, P.C.

Electronically signed and certified at the date and time indicated by:  
Soudabeh Bayat, PE CONTRACT@ENTECH.NYC

President

Title

10/19/2023 09:13:08 am

Date

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

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

**COWI/ENTECH JOINT VENTURE  
88 PINE STREET  
4TH FLOOR  
NEW YORK, NY 10005-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 10/01/2022 TO 09/30/2025.



CERTIFICATE NUMBER  
[REDACTED]

  
BETTY ROSA  
COMMISSIONER OF EDUCATION

**State Of New Jersey**  
**New Jersey Office of the Attorney General**  
**Division of Consumer Affairs**



THIS IS TO CERTIFY THAT THE  
**Board of Prof. Engineers & Land Surveyors**

**HAS LICENSED**

**ENTECH ENGINEERING OF NEW JERSEY, PA**  
**SOUDABEH BAYAT**  
**190 Middlesex Essex Turnpike**  
**Suite 201**  
**Iselin NJ 08830**

**FOR PRACTICE IN NEW JERSEY AS A(N): Certificate of Authorization**



07/08/2022 TO 08/31/2024

VALID



LICENSE

*Soudabeh Bayat*

Signature of Licensee/Registrant/Certificate Holder

*K.P. [Signature]*  
ACTING DIRECTOR

STATE OF NEW YORK  
**DEPARTMENT OF STATE**

ONE COMMERCE PLAZA  
99 WASHINGTON AVENUE  
ALBANY, NY 12231-0001  
WWW.DOS.NY.GOV

KATHY HOCHUL  
GOVERNOR

ROBERT J. RODRIGUEZ  
SECRETARY OF STATE

Filer: SOUDABEH BAYAT  
WBE-CONSTRUCTION MANGEMENT ALLIANCE  
17 STATE ST 36TH FLOOR  
NEW YORK, NY, 10004, USA

Your document has been filed by the Department of State.

We have attached the official filing receipt and related document(s) for the following entity:

**DOS ID:** [REDACTED]  
**Entity Name:** WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC  
**Statement Due Date:** 07/31/2024

- 1 Retain this letter and attachment(s) for your records. The Department of State does not mail additional copies of the filing receipt or related attachment(s).
- 1 Limited Liability Companies are required to file a Biennial Statement with the Department of State. To receive an email notice when the Biennial Statement is due, provide an email address at the Department of State's Email Address Submission/Update Service. <https://filing.dos.ny.gov/eBiennialWeb/>

**Contact Information**

- 1 Department of State: Email the Division of Corporations at [corporations@dos.ny.gov](mailto:corporations@dos.ny.gov).
- 1 Department of Taxation and Finance: Visit <https://www.tax.ny.gov/help/contact> for self-help options and telephone numbers.



**NEW YORK STATE DEPARTMENT OF STATE**  
**DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE**  
**FILING RECEIPT**

**ENTITY NAME :** WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC  
**DOCUMENT TYPE :** CONVERSION – 1006(E)(B) EXISTING LLC  
**ENTITY TYPE :** DOMESTIC LIMITED LIABILITY COMPANY

**DOS ID :** [REDACTED]  
**FILE DATE :** 07/28/2022  
**FILE NUMBER :** [REDACTED]  
**TRANSACTION NUMBER :** [REDACTED]  
**EXISTENCE DATE :** 07/22/2022  
**DURATION/DISSOLUTION :** PERPETUAL  
**COUNTY :** NEW YORK



**SERVICE OF PROCESS ADDRESS :** SAMANTHA ADELSON  
C/O ENTECH, 17 STATE STREET, 36TH FL  
NEW YORK, NY, 10004, USA

**FILER :** SOUDABEH BAYAT  
WBE-CONSTRUCTION MANGEMENT ALLIANCE, 17 STATE ST  
36TH FLOOR  
NEW YORK, NY, 10004, USA

**SERVICE COMPANY :** CORPORATION SERVICE COMPANY  
**SERVICE COMPANY ACCOUNT :** 45  
**CUSTOMER REFERENCE :** [REDACTED]

*You may verfiy this document online at :* <http://ecorp.dos.ny.gov>

**AUTHENTICATION NUMBER :** [REDACTED]

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TOTAL FEES:	\$275.00	TOTAL PAYMENTS RECEIVED:	\$275.00
FILING FEE:	\$200.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$0.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$0.00	DRAWDOWN ACCOUNT:	\$275.00
EXPEDITED HANDLING:	\$75.00	REFUND DUE:	\$0.00

**STATE OF NEW YORK  
DEPARTMENT OF STATE**

I hereby certify that the annexed copy for WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC, File Number [REDACTED] has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on July 29, 2022.



*Brendan C. Hughes*

Brendan C. Hughes  
Executive Deputy Secretary of State



Division of Corporations,  
State Records and  
Uniform Commercial Code

New York State  
Department of State  
DIVISION OF CORPORATIONS,  
STATE RECORDS AND  
UNIFORM COMMERCIAL CODE  
One Commerce Plaza  
99 Washington Ave.  
Albany, NY 12231-0001  
www.dos.ny.gov

CERTIFICATE OF CONVERSION  
OF  
WBE Construction Management Alliance  
*(Insert Name of Partnership/Limited Partnership)*

TO

WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC  
*(Insert Name of Limited Liability Company)*

Under Section 1006(e)(B) of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC

SECOND: The date of filing of its articles of organization is: 07/22/2022

THIRD: The  partnership  limited partnership, in accordance with the provisions of the Limited Liability Company Law, duly converted to a limited liability company.

(Please note: The conversion of a limited partnership to a limited liability company does not become effective until a certificate of cancellation is filed for the limited partnership. See LLCL §1006(f)&(g) and PL §121-203.)

FOURTH: The name of the  partnership  limited partnership is:

WBE Construction Management Alliance

FIFTH: In the case of a limited partnership, the date its initial certificate of limited partnership was filed by the Department of State is:

X Soudabah Bayat  
*(Signature)*  
Soudabah Bayat  
*(Type or print name)*

Capacity of signer *(Check appropriate box):*

- Member
- Manager
- Authorized Person

CSC-45  
DRAWDOWN

CERTIFICATE OF CONVERSION  
OF

WBE Construction Management Alliance  
*(Insert Name of Partnership/Limited Partnership)*

TO

WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC  
*(Insert Name of Limited Liability Company)*

Under Section 1006(e)(B) of the Limited Liability Company Law

Filer's Name and Mailing Address:

Soudabeh Bayat

*Name:*

WBE-CONSTRUCTION MANAGEMENT ALLIANCE

*Company, if Applicable:*

17 State St 36th Floor

*Mailing Address:*

New York, NY 10004

*City, State and Zip Code:*

CUST REF# [REDACTED]

NOTES:

1. The name of the limited liability company and its date of filing its articles of organization provided on this certificate must exactly match the records of the Department of State. This information should be verified on the Department of State's website at [www.dos.ny.gov](http://www.dos.ny.gov).
2. If applicable, the name of the limited partnership and the date of filing its initial certificate of limited partnership should also be verified on the Department of State's website.
3. This form was prepared by the New York State Department of State for filing a certificate of conversion of a partnership or limited partnership into an existing limited liability company. You are not required to use this form. You may draft your own form or use forms available at legal supply stores.
4. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
5. The certificate must be submitted with a \$200 filing fee made payable to the Department of State.

*(For office use only)*

DOS-1364-f (Rev. 03/17)

RECEIVED  
2022 JUL 28 PM 12:05

Page 2 of 2

Filed with the NYS Department of State on 07/28/2022  
[REDACTED]

April 11, 2023

Please note the following statement as our response to Question 17B

**In the event a Conflict [ interchangeably known herein as Conflict of Interest] occurs under this Agreement or any Client Agreement to which EnTech is a Party, EnTech procedures are as follows:**

1. EnTech shall promptly notify the Client [ Nassau County] as it becomes aware of any Conflict of Interest [Conflict] or action that may be deemed a Conflict of Interest in accordance with the Client guidelines, Contract guidelines, or New York City Charter as applicable;
2. Upon receipt of notice or in accordance with the Client's guidance, EnTech shall promptly provide the Client with all relevant information relating to the Conflict;
3. EnTech shall manage and remedy the Conflict to mitigate the risk to the Client in accordance with the standards of the Client, NYC Charter, or Contract guidelines as applicable.

EnTech certifies that its Conflict-of-Interest Policy shall exist mutually inclusive of the Client's Conflict policy and adjust to meet the Client [ Nassau County] requirements. Should EnTech be required by the Client to remove an individual who presents a Conflict, it shall promptly take action and submit a suitable replacement to the County for its approval as it becomes aware.



# **NEW YORK STATE** **MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")** **CERTIFICATION**

Empire State Development's Division of Minority and Women's Business Development grants a

## **Women Business Enterprise (WBE)**

pursuant to New York State Executive Law, Article 15-A to:

## **EnTech Engineering, P.C.**

**Certification Awarded on:** February 28, 2020

**Expiration Date:** February 28, 2025

**File ID#:** 48655



**Division of Minority  
and Women's  
Business Development**

**A Division of Empire State Development**

State of New York  
Department of State } ss:

I hereby certify, that the Certificate of Incorporation of ENTECH ENGINEERING, P.C. was filed on 08/17/2000, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.



\*\*\*

*WITNESS my hand and the official seal  
of the Department of State at the City of  
Albany, this 06th day of July two  
thousand and twenty.*

*Brendan C Hughes*

*Brendan C Hughes  
Executive Deputy Secretary of State*

# NYSED PE License

New Certificate of Authority: Certification # [REDACTED]

**ENTECH ENGINEERING PC** X

**GENERAL INFO** ENFORCEMENT ACTIONS

**Address** 17 STATE STREET 36TH FLOOR NEW YORK NY 100040000

**Business Entity (1)** Professional Service Corporation

**PSC #** 041950

**Initial Filing Date** August 17, 2000

**Current Through** July 31, 2024

**Certificate of Authorization to provide Professional Engineering Services in New York State** YES CERT# [REDACTED] Expires on July 31, 2026

**Officers, Directors, Shareholders:**

License Number	Name
[REDACTED]	BAYAT SOUDABEH

 October 17, 2023 12:46 PM (ET)  
<https://www.op.nysed.gov/verification-search?pscNumber=041950&professionCode=016>

**BAYAT SOUDABEH** X

**LICENSEE INFO** ENFORCEMENT ACTIONS

**Address** STATEN ISLAND NY

**Profession** Professional Engineering (016)

**License Number** [REDACTED]

**Date of Licensure** February 18, 1992

**Status** Registered

**Registered through Date** February 29, 2024

**Additional Qualifications** • None

 October 17, 2023 01:48 PM (ET)  
<https://www.op.nysed.gov/verification-search?licenseNumber=068769&professionCode=016>



# NEW YORK STATE MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE") CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

## **Women Business Enterprise (WBE)**

pursuant to New York State Executive Law, Article 15-A to:

## **EnTech Engineering, P.C.**

**Certification Awarded on:** February 28, 2020

**Expiration Date:** February 28, 2025

**File ID#:** 48655



NEW YORK  
STATE OF  
OPPORTUNITY.

Division of Minority  
and Women's  
Business Development

A Division of Empire State Development

## EnTech Engineering, PC

EnTech Engineering, P.C. (EnTech) is a multi-disciplinary consulting firm with extensive experience in construction management and inspection, environmental consulting, civil design, traffic engineering, site safety services, and BIM consulting services. EnTech provides these services for government agencies and private clients on a variety of projects related to building renovation and reconstruction, highway, road and street construction, bridge rehabilitation and replacement, and infrastructure and community improvement projects. EnTech employs highly skilled and dedicated personnel that allow us to provide a multitude of specialty engineering services for design, construction, rehabilitation, and remediation projects. EnTech provides cost-effective solutions and maintains an in-house staff that is always ready to respond to any planned or unexpected construction, environmental or health and safety matter that may arise. **EnTech is a certified WBE and Local Law 1 firm.**

EnTech is committed to excellence in engineering and increased efficiency, while bringing technical expertise along with an entrepreneurial spirit to all of our projects. Proud of our role and participation in the engineering industry, we continue to provide client-focused services and work closely and attentively with private agencies, managers and business owners to fulfill their project goals and challenges.

### Staff Credentials

EnTech's personnel resources include dedicated specialists in several related disciplines. EnTech professionals are uniquely capable to serve as an extension of your team for every project that they are associated with. They understand the uniqueness and constraints of each project and the requirements of each client. Whether you need a reliable teammate on a major project or specialized services out-of-house, EnTech is able to provide and carry out all challenges toward successful completion of each and every project.

EnTech provides the following services:

- Construction Management and Inspection
- Environment Engineering and Consulting
- Civil Engineering and Design
- BIM/BrIM, Facility Management, and Laser Scanning
- Geotechnical Engineering and Instrumentation
- Traffic Engineering and Transportation Planning
- Community Outreach
- Civil Rights DMWBE/EEO Compliance

#### EnTech Mission:

- *Deliver the highest quality services while maintaining the project budget and schedule*
- *Provide a level of service that exceeds the clients' utmost expectations*
- *Offer practical solutions to minimize risks and liabilities*
- *Support that can be counted on to achieve project and business goals in this increasingly competitive marketplace.*

## ***Construction Management and Inspection***

EnTech has worked on high-profile and routine construction projects for bridges, highways, roads, infra structure, and buildings, and has always provided highly-qualified personnel with specialties matching the project requirements. Services include:

- Resident Engineering Inspection
- Construction Inspection and Office Engineering at all NICET levels
- Construction Inspection with experience in MPT, SSPC-NACE, Safety-OSHA
- Electrical and Mechanical Inspection
- Building Construction Inspection
- AutoCAD and As-Built Services
- Project Scheduling and Cost Estimation, Review, and Bid Documentation



## ***Civil Engineering & Design***

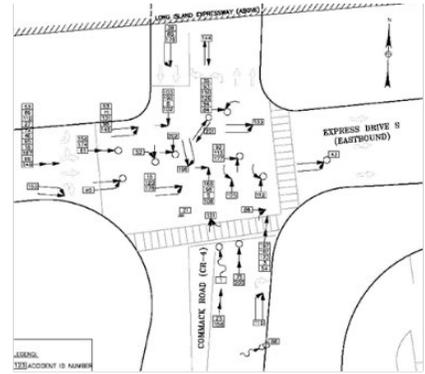
EnTech's design team spans multiple disciplines, including civil design, traffic, environmental, geotechnical, and constructability review and feasibility studies. Our experience also covers emergency construction work, resident engineering, construction inspection and construction support services for new construction and rehabilitation projects. Our proposed staff members on each project possess in-depth knowledge and understanding of the full range of technical issues related to each specific task. We are fully committed to meeting or exceeding the requirements of scope, schedule, and budget on all our projects. We provide consulting services for preliminary and final design of transportation facilities such as highways, bridges, streets, pedestrian accommodation and parking lots. Services include:

- Site assessment and evaluation of existing conditions
- Pavement evaluation and design
- Typical section design
- Development of construction staging for transportation projects
- Development of Work Zone Traffic Control (WZTC) plans
- Drainage design and stormwater management
- Utility relocation assessment and design
- Preparation of geotechnical reports
- Evaluation and design of traffic safety devices
- Evaluation and design of traffic control devices
- Construction cost estimating and specification preparation
- Bid analysis for transportation projects

## Traffic Engineering

Complementing EnTech's portfolio of Civil Design services is our Traffic Engineering group with experience in traffic database inventory, future traffic forecasts, traffic signal control, traffic impact study, parking study, construction traffic assessment, work zone traffic control, traffic simulations, and project documentation reports for site development and infrastructure improvements. Services include:

- Highway safety investigation studies
- Highway corridor planning studies
- Design Phases I-VI documents (DR, EA, EIS)
- Traffic impact studies (site plan approvals and expert testimony)
- Parking studies (on-street and off-street)
- Construction traffic assessment and mitigation
- Work Zone Traffic Control (WZTC) stipulations (by NYCDOT-OCMC)
- Maintenance and protection of traffic (MPT) contract plans
- Airline terminal landside developments
- Airport wayfinding sign design (terminal frontages)
- Conceptual access roadway improvements (signs, signals, markings)
- Traffic simulation models (Synchro, CORSIM, VISSIM, Aimsun)
- Project management/client satisfaction (dedicated service)
- Environmental assessment documents and permits
- Traffic Signal Design
- Traffic Data Collection (Supervision)



## Geotechnical Engineering

EnTech's team includes geotechnical engineers, soil and boring experts, professional engineers, and environmental scientists all with extensive project experience. With our experience, we are able to plan and scope drilling programs, execute subsurface investigation and testing, and interpret the data to provide useful design recommendations. Some of the services we provide include:

- Geotechnical and structural instrumentation and monitoring
- Sub-surface investigations Investigation and Analysis
- Exploration drilling management
- In Situ Testing & Laboratory Testing
- Tunneling, and underground construction consultation
- Groundwater control design
- Foundations, retaining structures, support of excavation, and underpinning design
- Ground improvement design
- Controlled inspection
- Forensic studies and expert testimony



## ***Building Information Modeling (BIM)***

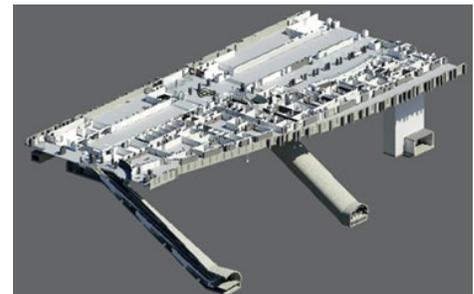
EnTech has strong capabilities in 3D laser scanning and BIM services. EnTech’s BIM Team is dedicated to providing high quality BIM services for infrastructure, industrial, and commercial building projects. The BIM Team has worked on major infrastructure projects with New York City Agencies such as MTA NYCT, MTA TBTA, NYCDDC, and NYCDEP. EnTech’s successful experience utilizing BIM and 3D laser scanning to incorporate accurately measured existing conditions into the proposed design has led to time and cost savings in projects involving complex existing structures.

EnTech offers a wide range of services, including:

- 3D Modeling
- Building Information Modeling (BIM)
- 4D and 5D Simulations
- 2D to 3D and BIM Conversion
- 3D Visualization and Photo Realistic Renderings
- Design Walkthroughs and Animation
- 3D Spatial Coordination
- Design Interdisciplinary Coordination and Clash Detection
- Shop Drawing Production for Various Trades
- Project Staffing and Training
- 3D Laser Scanning (LiDAR)
- As-built Condition Verification and Modeling
- Computerized Facility Management Solutions
- Construction Operations Analysis Simulations
- Bridge Information Modeling (BrIM)
- Computational Design
- Point Cloud Processing

Through BIM technology, EnTech has assisted its clients to achieve their goal toward higher quality and savings in time and fees, including:

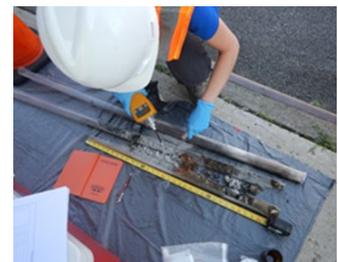
- *Minimizing change orders and project costs*
- *Uniform visualization for operational analyses*
- *Streamlining of project documentation and drawings*
- *Flexibility for design modifications and “what-if” scenarios*
- *Improved project construction scheduling and construction sequencing analyses*



## ***Environmental Services***

Originally founded as an environmental engineering firm, EnTech provides specialty environmental engineering/monitoring and safety related services for construction, rehabilitation and remediation projects. We provide cost effective solutions for design, construction and rehabilitation related environmental issues and maintain an in-house staff that is always ready to respond to any unexpected environmental, health and safety issues that arise. These services include:

- Environmental Monitoring and Sampling Plans
- CEQR/SEQR Environmental Assessment Support
- Soil and ground water contamination management
- Asbestos Bulk Sampling
- Lead Risk Assessments
- Air, Noise Monitoring; Lead & Asbestos Abatement Monitoring
- Phase I & II Site Assessments
- Soil Sampling and Subsurface Investigations
- HASP Review and Compliance Monitoring



## Specialty Services

---

### ***Site Safety***

An accident free work place is not a goal, it is an expectation. Everyone from top managers to employees performing the work believes that safety is important. However, they may not know the precise actions required to ensure safety at the job site. EnTech provides practical recommendations to meet OSHA requirements and to protect employees' and companies' well-being. Services include:

- OSHA compliance and training
- Site Safety Inspection
- Site Safety Plan
- Industrial Hygiene Consulting



### ***Construction Community Liaison (CCL)***

EnTech has provided award-winning community liaison services on projects throughout New York City. Effective CCL services are of paramount importance in dense, urban areas such as New York City, where construction can affect parties as diverse as local businesses, residents, public institutions, community leaders, elected officials, local private construction, and City Agency representatives. EnTech's community liaison services are in compliance with related agency requirements and include:

- Coordinating and maintaining communication throughout construction
- Minimizing the impact of construction activity on the local community
- Conducting field work related to public safety and awareness
- Preparing reports and presentations for local community boards and City Agencies
- Reporting concerns and complaints of the businesses and locals to project team

### ***Civil Rights Contract Compliance***

EnTech provides EEO and compliance services for construction contracts. EnTech's professional staff is experienced in program development at an organizational, administrative, and subconsultant level, to encompass Title VI, DBE, and EEO contractual requirements. EnTech is familiar with the procurement processes, contractual obligations, and the execution of federally and state-funded projects. As a WBE/DBE company, EnTech fully understands and appreciates the high importance of compliance with regards to participation percentages. EnTech is proud to be a provider of civil rights compliance services for several of the largest infrastructure improvements projects in the New York Metropolitan area. Services include but are not limited to:

- Federal Requirements 23 CFR 230, 41 CFR 60, CFR 26, FHWA 1273, Executive Order 11236
- EEO and DBE Good Faith Efforts
- Contract Workforce Summary
- Employment Utilization Reports
- DBE Utilization Plan and Payments
- Prevailing Wage Field Interviews
- Affirmative Action
- Commercially Useful Function (CUF)
- Compliance Review Audit
- FHWA 1391 EEO Report

# Construction Management for Building Lighting Upgrades and New Electrical Service for a Jail Complex, Nassau County, NY



Nassau County Department of Public Works

**Client**  
NCDPW

**Prime**  
LiRo

**Reference**  
Jerry Cioffi  
Resident Engineer  
516.398.9670

**Completion**  
01/2013 - 06/2013

**Construction Cost**  
\$3.5M

**Contract Value**  
\$30,000

The Nassau County Correction Center's \$3.5M upgrade of lighting and electrical systems involved upgrades to all five site buildings and installation of a 13.8-kV medium voltage switchgear for a direct connection to LIPA. Under the scope of services for this project, it was required to provide staffing for construction management services.

**EnTech** was tasked with inspecting the electrical contractor's work, ensuring that the switchgear was properly installed, insulated for the rated voltage, tested, and started up to provide full power for the facility. In conjunction with switchgear tasks, **EnTech's** engineers inspected the installation of high-efficiency lighting systems throughout the facilities of the jail, ensuring that the fixtures were restored, cleaned, upgraded, and tamper-proof.



## PW-B95102-01C – On-Call Agreement BIM & Associated Services, Nassau County, NY



Nassau County Department of Public Work

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**Client**  
NCDPW

**Prime**  
EnTech Engineering, P.C.

**Reference**  
Joseph Amerigo  
jamerigo@nassaucountyny.gov

**Completion**  
04/2015 – 2018

Nassau County Department of Public Works contracted EnTech to provide Building Information Modeling (BIM) services to create master BIMs, including architectural, structural, Mechanical, Electrical and Plumbing (MEP) and fire protection for new facilities as well as Laser Scanning (LiDAR) of existing conditions for existing facilities and infrastructures. The County would like to utilize these services in order to provide time saving and cost effective support for design development, management of construction, development of as-built drawings, information exchange and to facilitate maintenance. The firm must be equipped with adequate IT support to provide deliverables in a timely manner. The services included, but not be limited to, providing a BIM manager, BIM related services, scheduling and linking to BIM, BIM generated cost estimating/material take off, field data collection, clash detection/resolution, walk through animation, BIM-based pre and post-bid constructability review, show drawing verification, sequencing and staging plans, generate as-built plans of existing plans of existing facilities, Construction Operation Building Information Exchange (CoBie) and other BIM related engineering services as authorized by the department.

Assignments under this contract included:

- Creation of BIM and Laser Scanning Execution Guidelines – EnTech created three BIM Execution Plans, each specifically tailored for use on the county's design, construction management and construction contracts
- BIM Manager and IT Consulting Services – EnTech managed the upgrade of the NCDPW computer systems with the appropriate hardware and software to make them usable with BIM software packages
- BIM Services for PSC Phase III, Forensic Laboratory – EnTech used BIM to support the construction activities and to develop an as-built 3D model of the NCDPW Forensic Laboratory
- First Precinct – EnTech provided BIM services during construction for the NCDPW First Precinct in Baldwin. EnTech developed a 3D BIM as-built model from construction drawings, supplement bulletins and site visit
- Lidar Mobile Scanning for Wantagh Avenue – EnTech performed Lidar Mobile Scanning for approximately 2 miles from Southern State Parkway to Hempstead Turnpike

**Client**  
NCDPW

**Prime**  
EnTech Engineering, PC

**Reference**  
Joe Amerigo  
Civil Engineer II  
516-571-6804  
jamerigo@  
nassaucountyny.gov

**Completion**  
01/2016 - 08/2016

**Contract Value**  
\$87K

The objective of this task order was to perform Lidar Mobile Scanning for Wantagh Avenue for approximately 2 miles from Southern State Parkway to Hempstead Turnpike. The area subject to scanning includes the County's right of way (ROW) which is 50 ft. each way from the centerline, totaling 100 ft. wide, and included concrete road, asphalt shoulders, curbs and sidewalks. To the extent that technology limitations and physical conditions of the site allowed, the proposed scope of work was performed and the survey revealed condition of the existing road, major cracks and joints.

Work scope was broken down in to several items:

Item 1: Lidar Mobile Scanning and Data Acquisition

- The work included collecting scan data along Wantagh Avenue for topographic map preparation purpose

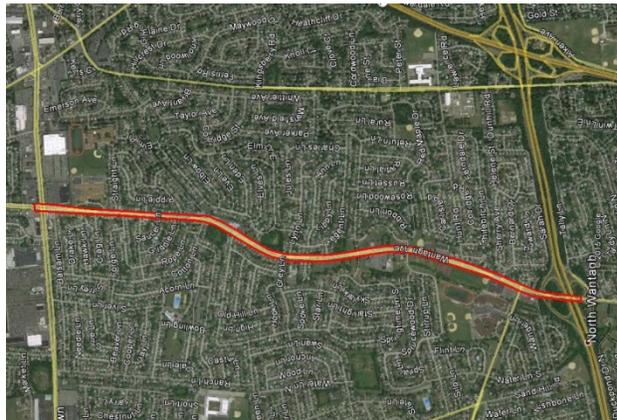
Item 2: Wantagh Avenue ROW

- The approximate location of the Wantagh Avenue ROW was developed graphically. This was not a legal determination of the horizontal location of the right of way lines

Item 3: Base Map Preparation

- The surveyed data was compiled into an appropriately scaled CAD format
- The locations included visible surface features such as buildings, curbs, driveways, islands, pedestrian ramps, parking aprons, fences, jersey barriers, walks, ramps striping, columns, walls, freestanding lighting, signage and visible street hardware
- Visible expansion joints in the pavement was shown
- Visible surface utilities such as utility mark outs, manholes, catch basins, valves, vaults, utility poles, pedestrian and traffic signals, overhead wires and free standing lighting were located
- The locations of trees was extracted within project limits and their trunk diameters were noted
- Elevations were extracted at approximate 50-ft. intervals, and abrupt grade changes, such as high points or low points, along the ROW, top/bottom of curb, centerline and opposite bottom of curb
- A 20 ft. topographic and location overlap provided past the approximate Wantagh Avenue ROW and intersecting side streets

**Maser Consulting, PC**, as a sub-consultant to **EnTech**, provided mobile LiDAR services.



**PW-B95102-01C – On-Call Agreement Task Order #6, BIM  
Services for Fourth Precinct Construction, Hewlett, NY**



*Nassau County Department of Public Works*

**Owner**  
NCDPW

**Client**  
EnTech Engineering, PC

**Reference**  
Joe Amerigo  
Civil Engineer II  
516-571-6804  
jamerigo@  
nassaucountyny.gov

**Completion**  
05/2017 - 11/2018

**Construction Cost**  
\$13M

**Contract Value**  
\$100K

The objective of this task order was to perform laser scanning and BIM services during the construction of the new \$13 million NCPD Fourth Precinct in Hewlett, NY in Nassau County. The new building was a replacement for the previous building which was severely dilapidated due to damage incurred during Superstorm Sandy. The new building is about twice the size of the previous facility, and was built adjacent to the old location.

The scope of work under Task Order #6 was to develop a 3D BIM as-built model from construction drawings, supplement bulletins, and site visits as required. The model includes architectural/structural/MEP, and MultiVista progress photos. The COBie spreadsheet was developed. This task was performed in the following items as described below.

**Item 1: Developing Architectural/Structural Master Model**

- Completed 100% Architectural/Structural model, including concrete foundations, Framings, walls, doors, windows, architectural finishes, etc., as per contract drawings, supplement bulletins and shop drawings
- Updated locations and elevations for multiple Architectural/Structural items as per point cloud
- Site/civil model, CAD format contract drawing, mill work, furniture items

**Item 2: Developing/Updating MEP Model, Coordination Drawings and Clash Detection**

- Models for all mechanical ducts, air terminals, mechanical and fire protection pipes, electrical equipment, major conduits, fire alarms, safety equipment

**Item 3: Incorporation of MultiVista progress photos into the model**

**Item 4: Update of the 3D model to as-built model**

- Coordinated with the GC to maintain updated 3D model during construction
- Received red-mark as-built drawings for all trades and performed site visits

**Item 5: Development of COBie spreadsheet**

- Prepared list of information needed
- Linked/imported this information into the as-built 3D model
- Extracted COBie spreadsheet from 3D BIM as-built model for facility management

**Item 6: 3D Laser Scanning**

- Completed on-site laser scanning for interior construction of building
- Completed registration and processing for laser scanning data
- Generated high quality 360-degree image production (Autodesk Recap file)
- Linked point cloud data into 3D as-built model



**PW-B95102-01C – On-Call Agreement Task Order #7, BIM  
Services for NCPD Eighth Precinct Construction, Bethpage, NY**

*Nassau County Department of Public Works*



**Client**  
NCDPW

**Prime**  
EnTech Engineering, PC

**Reference**  
Joe Amerigo  
Civil Engineer II  
516-571-6804  
jamerigo@  
nassaucountyny.gov

**Completion**  
05/2017 - 11/2018

**Construction Value**  
\$141K

The objective of this task order was to perform laser scanning and BIM services during the construction of the new \$20M NCPD Eighth Precinct in Bethpage, NY in Nassau County. The new 3-story station house was designed to withstand severe storm event conditions, including high winds and heavy snow loading. A new vehicular garage was also built on the site of the previous building, which is to be demolished.

The scope of work under Task Order #7 was to develop a 3D BIM as-built model from construction drawings, supplement bulletins, and site visits as required. The model includes architectural/structural, MEP and MultiVista progress photos. The COBie spreadsheet was also developed. This task was performed in the following items as described below.

**Item 1: Developing Architectural/Structural Master Model**

- Completed 100% Architectural/Structural model, including concrete foundations, framings, walls, doors, windows, architectural finishes, etc., as per contract drawings, supplement bulletins and shop drawings
- Updated locations and elevations for multiple Architectural and/or Structural items as per point cloud
- Perform modeling casework for all four floors of the new building
- Site/civil model, CAD format contract drawing

**Item 2: Developing/Updating MEP Model, Coordination Drawings and Clash Detection**

- Models for all mechanical ducts, air terminals, plumbing, mechanical and fire protection pipes, electrical equipment, major conduits, fire alarms, safety equipment
- Coordinated with GC to get latest shop drawings for updating model

**Item 3: Incorporation of MultiVista progress photos into the model**

**Item 4: Update of the 3D model to as-built model**

- Coordinated with the GC to maintain updated 3D model during construction
- Received red-mark as-built drawings for all trades and performed site visits

**Item 5: Development of COBie spreadsheet**

- Prepared list of information needed
- Linked/imported this information into the as-built 3D model
- Extracted COBie spreadsheet from 3D BIM as-built model for facility management

**Item 6: 3D Laser Scanning**

- Completed on-site laser scanning for interior construction of building
- Completed registration and processing for laser scanning data
- Generated high quality 360-degree image production (Autodesk Recap file)
- Linked point cloud data into 3D as-built model

# PW-B95102-01C – On-Call Agreement Task Order #8, LiDAR & BIM Services for Family & Matrimonial Court, Mineola, NY



Nassau County Department of Public Works

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**Client**  
NCDPW

**Prime**  
EnTech Engineering, P.C.

**Reference**  
Joseph Amerigo: Civil Engineer II  
516.571.6804  
jamerigo@nassaucountyny.gov

**Completion**  
12/2018 – 08/2019

**Construction Cost**  
\$99K

This NCDPW project requires 3D Laser Scanning(LiDAR), point cloud processing, and Building Information Modeling (BIM) services to be performed for the Family and Matrimonial Court located at 101 County Seat Drive. The scope of work shall include the geo-referencing of six survey control points and the scanning of the following locations:

- Entire exterior of the building
- Basement
- First Floor
- Second Floor
- Third Floor
- Roof Top
- Two Courtyards in the Building

**EnTech** provided professional BIM services for this project. EnTech's BIM team was responsible for performing LiDAR, scan registration, and point cloud processing for the exposed structural components of the Family and Matrimonial Court. All point cloud data was converted into Autodesk Recap formats, the tolerance of which was 1/8" in 10 meters. Using the data collected, EnTech's BIM team generated Level of Development 300 (LoD300) as-built models based on the scanned point cloud of the structural elements in the building.

# H61587-32CM – CM for Resurfacing Various Nassau County Roads, Phase 32, Long Island, NY

Nassau County Department of Public Works



**Client**  
NCDPW

**Prime**  
EnTech Engineering, PC

**Reference**  
Richard Iadevaio  
516.571.9600  
riadevaio@nasscountyny.gov

Bill Watson (OE)  
516.571.9459

**Completion**  
10/2016 - 07/2017

**Construction Cost**  
\$4M

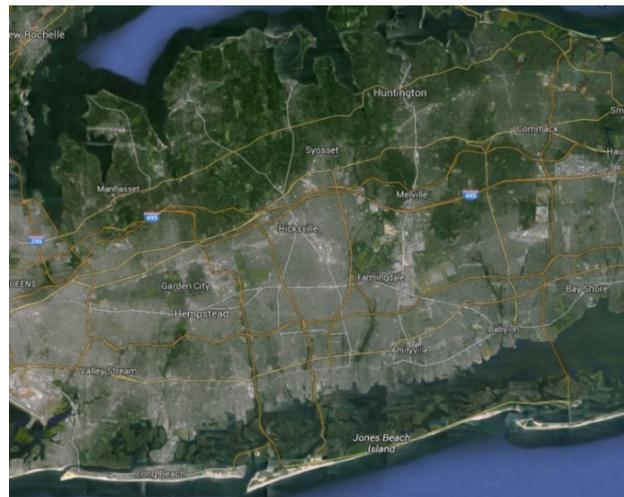
**Contract Value**  
\$308K

This contract was for asphalt paving, removal and replacement of deteriorated pavements and sidewalks and installation of ADA compliant pedestrian ramps, repair of deteriorated joints, replacement of traffic loops, replacement of pavement markings, and any other incidental works. This project is subsidized with Federal Aid money and therefore the appropriate NYSDOT inspection forms (MURK) and NYSDOT record keeping software shall be utilized. The County requires construction management and inspection services for the construction phase including both pre and post construction phases. The scope of services to be performed in the respective phases is summarized below.

Construction phase services included general construction administration, assessment of site conditions, performing of quality assurance, monitoring progress, developing and maintaining documentation, processing payments, coordinating meetings and reporting. Post-construction phase services included contract closeout, reviewing any claims and disputed work and preparation of contract closeout documentation. For the specific tasks **EnTech** was assigned to, the work involved the removal and milling two inches (2") of asphalt and pavement and replacing/overlaying with two inches (2") of asphalt, along with incidental work at the following locations:

- **New Hyde Park Road** - Union Turnpike to LIE South Service Road
- **Brush Hollow Road** - Prospect Avenue to Cantiague Rock Road /Jericho Turnpike
- **Searingtown Road** - Herricks Road to I U Willets Road
- **Wolver Hollow Road** - Piping Rock Road to Chicken Valley Road

**EnTech** provided construction inspectors as-needed at the request of the County. The inspectors provided assessment of site conditions, oversaw construction, performed concrete tests, prepared daily reports, monitored progress, ensured adherence to contract documents and specifications, developed and maintained documentation, processed payments and coordinated meetings.



# BIM Services for Bay Park Sewage Treatment Plant Raw Pumping System Improvements, Oceanside, NY



Nassau County Department of Public Works

**Client**  
NCDPW

**Prime**  
AECOM

**Reference**  
Carl M. Lagasca, PE  
212.984.7348  
Carl.lagasca@aecom.com

**Completion**  
5/2016 - 11/2016

**Construction Cost**  
\$18.6M

**Contract Value**  
\$57K

This project consisted of various improvements to the Bay Park Sewage Plant Pumping System which had been seriously damaged by Hurricane Sandy due to flooding of the raw sewage pumps. The project aimed to flood-proof the raw sewage pumping system, including pumps and necessary ancillary equipment so that the system could continue to operate during another flooding event.

**EnTech** provided Computer-Assisted Design (CAD) and Building Information Modeling (BIM) services. These services included converting the 30% AutoCAD DWG drawings into a 3D CAD Model and working with the AECOM Design Team to develop 60%, 90% and 100% Design Intent 3D Model. The 3D Design Intent Model featured clash detection, project quantity take-off, project cost estimate, project construction schedule, 4D simulation and construction sequencing analysis. **EnTech** also developed walkthrough animations and assisted AECOM in their workshop to present the model.



## Professional Construction Management Services for the NCPD 4<sup>th</sup> Precinct, Hewlett, NY

Nassau County Department of Public Works

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**Client**  
NCDPW

**Prime**  
Ensign Engineering

**Reference**  
Regina Gallaher Marengo, PE  
President  
718.863.5590  
rgm@ensignengineering.com

**Completion**  
04/2016 – 02/2018

**Construction Value**  
\$12-15M

The NCDPW constructed a new 3-story, precast concrete 4<sup>th</sup> Precinct Station Building in Hewlett, NY. The project included select and phased demolition of existing structures, site improvements and construction of architectural, structural, mechanical, electrical, plumbing, fire protection and security systems. The new building shall sit on a roughly 1.17-acre site, which included a 43-space parking lot, an existing vehicle garage, existing communications antenna, which were contiguous to the existing 4th Precinct Building (to remain and be occupied throughout construction – to be demolished after occupancy of the new Precinct Building), and required close coordination.

**EnTech** provided project scheduling services. Responsibilities included preparing the Master Construction Schedule (baseline) and monthly updates. Duties consisted of preparing the critical path method and Primavera P3 software and breaking down in sufficient detail to be used for monitoring progress, delay analysis and administering the provisions. EnTech monitored the accuracy and completeness of the CPM Schedule, reviewed the baseline and updates, providing analysis of delay, the preparation of reports as required by the County, the negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule, updating the Master Schedule monthly to show progress and compile 2-week look-ahead schedules from the Master Schedule and augment same. EnTech was responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM would follow up with the CC, who then prepared schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. EnTech provided reviews in a timely manner as per contract specifications. Upon acceptance of the baseline and subsequent to each monthly update, the CM prepared/distributed the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC and discussed and agreed upon recovery steps with the County.

**H63031 – CM/CI for Painting & Rehabilitation of Glen Curtiss Blvd. & Charles Lindbergh Blvd. Bridges Over Meadow Brook State Parkway, Nassau County, NY**



*Nassau County Department of Public Works*

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**Owner**  
NCDPW

**Client**  
Hardesty & Hanover

**Reference**  
Tom Ruckel  
Hardesty & Hanover  
631.293.2170  
truckel@  
hardesty-hanover.com

Saji Varghese  
CM Division  
svarghese@  
nassaucountyny.gov

**Completion**  
05/2018 - 11/2018

**Construction Cost**  
\$8M

**Contract Amount**  
\$172K

Services provided under this contract are for Professional Construction Management and Inspection services for Painting and Rehabilitation of Glen Curtis and Charles Lindbergh Boulevard bridges over Meadow Brook State Parkway. These services were provided in connection with the improvements include the removal of the paint system and graffiti, minor repairs to the steel superstructures and stone masonry and/or concrete structures and repairs of replacement of the pedestrian pathway and fencing and other incidental work.

**EnTech** performed detailed and continuous inspections during all phases of paint application or removal including but not limited to materials inspections, material sampling and analytical reviews, surface preparations, bolts and welds, personnel qualifications, ambient air conditions, surface salts and chlorides, air compressors and other equipment, coating mixing, application, curing, and all associated testing (paint chip, soil, caulk, etc.) and documentation. Inspectors participated in mock-ups utilized to establish the standards of surface preparation and other necessary standards. Inspectors ensured and documented that all work was conducted according to all applicable laws, codes, rules and regulations and the various standards specified.

**PW-H61587-67C – Study & Design Services –  
Resurfacing Phase 67 PIN 0761.16, Long Island, NY**

*Nassau County Department of Public Works*



**Client**  
NCDPW

**Prime**  
EnTech Engineering, PC

**Reference**  
Garry Desyr  
516-571-6817  
gdesyr@nassaucountyny.gov

**Completion**  
08/2019 - 10/2022

**Contract Amount**  
\$405,000

Services provided to the Nassau County Department of Public Works for this contract consisted of providing professional engineering services in connection with the Phase 67 highway repairs and improvements. Services included study, investigation/inspection, ADA compliance, drainage review, coordination with adjacent agencies and towns, utility locating, testing, and engineering design, accident analyses, traffic loops, AUTOCAD drafting, maintenance and protection of traffic plans, scheduling, design review and other design related tasks for Phase 67.

The scope of services involved the rehabilitation of existing roads to extend their service life and provided the appropriate pavement ride quality. Evaluation of the condition of all existing curbs, curb ramps and driveway aprons within the project limits, and within Nassau County's jurisdiction, and to propose repairs/replacements of deteriorated cross-section elements and addressed all necessary drainage issues within the project corridor. Pavement marking design, as mandated by the MUTCD and the NYS Supplement, were also required.

All work was completed per NYSDOT specifications and standards. EnTech provided a preliminary technical report (PTR), NYSDOT Draft Design Report (DDR) and ADA Report.



COUNTY OF NASSAU

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

1. Name of the Entity: EnTech Engineering, PC

Address: 17 State Street, 36th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10004

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):

First Name	<u>Soudabeh</u>			
Last Name	<u>Bayat</u>			
MI	_____	Suffix	_____	
Address	<u>17 State Street 36th Floor</u>			
City	<u>New York</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code: <u>10004</u>
Country	<u>US</u>			
Position	<u>President</u>			

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.

First Name	<u>Soudabeh</u>			
Last Name	<u>Bayat</u>			
MI	_____	Suffix	_____	
Address	<u>17 State Street 36th Floor</u>			
City	<u>New York</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code: <u>10004</u>
Country	<u>US</u>			

Position President

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.

All the entities below are a separate entity from EnTech Engineering , PC and will not take part in the performance of this contract.  
EnTech Engineering of New Jersey, PA  
EnTech & Liriano Engineers PLLC  
EnTech Mirabal Engineers PLLC  
RAD-ENTECH JV  
EnTech/Hardesty & Hanover JV  
WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC  
ENTECH ENGINEERING OF MARYLAND COMPANY

8 File(s) uploaded: 2017.04.18\_Continued Certificate of Approval.pdf, 2017.04.18\_Continued Certificate of Approval.pdf, Articles of Incorporation - Certified Copy.pdf, COA - NJ exp 2024.pdf, Certificate of Authority - 2019-2022.pdf, EnTech - Mirabal Certificate of Authority.pdf, Joint Venture Filing.pdf, [FILED] WBE-Construction Management Alliance, LLC - Certificate of Conversion [NY] GP to LLC(57342406.1).pdf

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

Are there lobbyists involved in this matter?

YES [ ] NO [X]

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:  
Soudabeh Bayat, PE [SBAYAT@ENTECH.NYC]

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Dated: 07/20/2023 03:20:45 pm

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Title: President

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**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.

***STATE OF MARYLAND***  
***Department of Assessments and Taxation***

I, Michael L. Higgs, Director of the State Department of Assessments and Taxation, hereby certify that the attached document, consisting of 1 pages, inscribed with the same Authentication Code, is a true copy of the public record of the

**Articles of Incorporation**  
for  
**ENTECH ENGINEERING OF MARYLAND COMPANY**

(Department ID: **D21698949** )

I further certify that this document is a true copy generated from the online service with the State Department of Assessments and Taxation.

In witness whereof, I have hereunto subscribed my signature and affixed the seal of the State Department of Assessments and Taxation of Maryland at Baltimore on this May 05, 2021.



Michael L. Higgs  
Director



*301 West Preston Street, Baltimore, Maryland 21201*  
*Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941*  
*MRS (Maryland Relay Service) (800) 735-2258 TT/Voice*

# ARTICLES OF INCORPORATION FOR A STOCK CORPORATION

FIRST: The undersigned:

Soudabeh Bayat

whose address(es) is/are:

25 Howard Ave , Staten Island, NY, 10301

being at least eighteen years of age, do(es) hereby form a corporation under the laws of the State of Maryland.

SECOND: The name of the corporation is:

EnTech Engineering Of Maryland Company (D21698949)

THIRD: The purpose(s) for which the corporation is formed is/are as follows:

The company is registering as a domestic entity in order to begin working as an engineering firm within the State of Maryland.

In order to operate in Maryland, will the registering entity require a business or industry license that is issued by the state or any other local agency? Uncertain

FOURTH: The street address of the principal office of the corporation in Maryland is:

7491, Westlake Terrace, Apt 1402, Bethesda, MD, 20817

FIFTH: The name(s) of the Resident Agent(s) of the corporation in Maryland is/are:

Farhad Niami

whose address(es) is/are:

7491, Westlake Terrace, Apt 1402, Bethesda, MD, 20817

SIXTH: The corporation has authority to issue 100 shares at \$ 0 par value per share.

SEVENTH: The number of directors of the corporation shall be 1 which number may be increased or decreased pursuant to the bylaws of the corporation. The name(s) of the director(s) who shall act until the first meeting or until their successors are duly chosen and qualified is/are:

Soudabeh Bayat

EIGHTH: IN WITNESS WHEREOF, I have signed these articles and acknowledge the same to be my act.

SIGNATURE(S) OF INCORPORATOR(S):

Soudabeh Bayat

NINTH: I hereby consent to my designation in this document as Resident Agent(s) for this corporation.

SIGNATURE OF RESIDENT AGENT(S) LISTED IN FIFTH:

Farhad Niami

Filing party's name and return address:

Ms . Soudabeh Bayat, 17 State Street, 36th Floor, New York, NY, 10004

**State Of New Jersey**  
**New Jersey Office of the Attorney General**  
**Division of Consumer Affairs**



THIS IS TO CERTIFY THAT THE  
**Board of Prof. Engineers & Land Surveyors**

**HAS LICENSED**

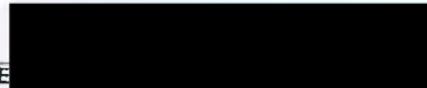
**ENTECH ENGINEERING OF NEW JERSEY, PA**  
**SOUDABEH BAYAT**  
**190 Middlesex Essex Turnpike**  
**Suite 201**  
**Iselin NJ 08830**

**FOR PRACTICE IN NEW JERSEY AS A(N): Certificate of Authorization**



07/08/2022 TO 08/31/2024

VALID



LICENSE

*Soudabeh Bayat*

Signature of Licensee/Registrant/Certificate Holder

*[Signature]*  
ACTING DIRECTOR

**Certification**

**STATE OF NEW YORK, COUNTY OF NEW YORK, SS:**

**I, Milton Adair Tingling, County Clerk and Clerk of Supreme Court New York County,**

**do hereby certify that on September 11, 2019 I have compared**

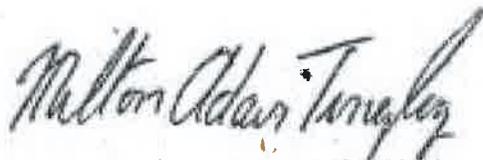
**the document attached hereto,**

**CERTIFICATE OF BUSINESS AS PARTNERS FOR: RAD-ENTECH JV page(s) 4**

**with the originals filed in my office and the same is a correct transcript**

**therefrom and of the whole of such original in witness**

**whereto I have affixed my signature and seal.**



**MILTON ADAIR TINGLING  
NEW YORK COUNTY CLERK**

# Business Certificate for Partners

The undersigned certify that they are conducting or transacting business as members of a partnership under the name or designation of RAD/EnTech JV

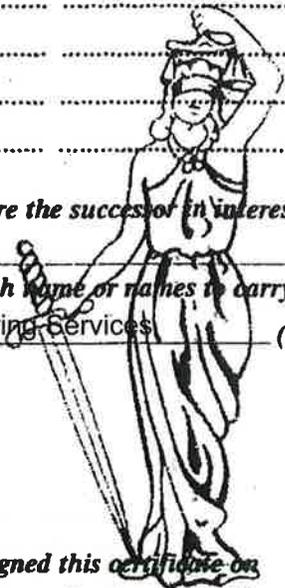
at 17 State Street 36th Floor, New York, NY 10004 County of NEW YORK State of New York

and do further certify that the full names of all the persons conducting or transacting such partnership including the full names of all the partners with the residence address of each such person, and the age of any who may be infants, are as follows:

NAME Specify which are infants and state ages.

RESIDENCE

EnTech Engineering, PC - Richmond County 17 State Street 36th Floor, New York, NY 10004  
RAD Engineers and Consultants, PC 137 Hillcrest Place, North Bergen, New Jersey 07047



WE FURTHER CERTIFY that we are the successor in interest to

the person or persons heretofore using such name or names to carry on or conduct or transact business.

Type of business Professional Engineering Services (see next page)

IN WITNESS WHEREOF, we have signed this certificate on September 3rd 2019

Susan Bayat, President on behalf of EnTech Engineering PC

*Susan Bayat*  
*Rafael DeSoto*

Rafael DeSoto, President on behalf of RAD Engineers and Consultants, PC

STATE OF NEW YORK, COUNTY OF NEW YORK

ss.:

On 3rd day of September, 2019 before me, the undersigned, personally appeared  
Susan Bayat, President of EnTech Engineering PC and Rafael DeSoto, President of RAD Engineers and Consultants, PC

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Paul Kwang Shim*  
(signature and office of person taking acknowledgment)

Notary Stamp

**PAUL KWANG SHIM**  
Notary Public - State of New York  
No. 01SH6302382  
Qualified in Albany County  
My Commission Expires May 5, 2022



X 74—Certificate of Conducting Business as Partners, Ind., Corp., 4-10

State of New York  
County of

} ss.: State of  
County of

} ss.:

On  
personally appeared

before me, the undersigned,

On  
personally appeared

before me, the undersigned,

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(signature and office of individual taking acknowledgment)

\_\_\_\_\_  
(signature and office of individual taking acknowledgment)

INDEX No.

960/2019B

# Certificate

of

CONDUCTING BUSINESS UNDER  
THE NAME OF

FILED  
000960 SEP 11 2019  
COUNTY CLERK N.Y. CO.  
RETURN FILE TO CLERK

**GBL §130.4. A certified copy of the original certificate, or if an amended certificate has been filed, then of the most recent amended certificate filed shall be conspicuously displayed on the premises at each place in which the business for which the same was filed is conducted.**

**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
LONG FORM STANDING WITH OFFICERS AND DIRECTORS**

**RAD ENGINEERS AND CONSULTANTS PC  
0400377857**

**SECRETARY**

**ROSARIO DE SOTO**

**137 HILLCREST PLACE**

**NORTH BERGEN, NJ 07047**



*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal at Trenton, this  
1st day of March, 2019*

A handwritten signature in black ink, appearing to read 'Elizabeth Maher Muoio'.

*Elizabeth Maher Muoio  
State Treasurer*

*Certificate Number : 6095424181*

*Verify this certificate online at*

*[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)*

**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
LONG FORM STANDING WITH OFFICERS AND DIRECTORS**

**RAD ENGINEERS AND CONSULTANTS PC  
0400377857**

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Professional Corporation was registered by this office on October 27, 2010.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

*I further certify that the registered agent and office are:*

*RAFAEL DE SOTO  
137 HILLCREST PLACE  
NORTH BERGEN, NJ 07047-6102*

*I further certify that as of the date of this certificate, the following were listed as officers/directors of this business on the last Annual Report filed in this office on September 18, 2018.*

*TREASURER*

*ROSARIO DE SOTO  
137 HILLCREST PLACE  
NORTH BERGEN, NJ 07047*

*PRESIDENT*

*RAFAEL A DE SOTO  
137 HILLCREST PLACE  
NORTH BERGEN, NJ 07047*

*SECRETARY*

*ROSARIO DE SOTO  
137 HILLCREST PLACE  
NORTH BERGEN, NJ 07047*

*TREASURER*

*ROSARIO DE SOTO  
137 HILLCREST PLACE  
NORTH BERGEN, NJ 07047*

*PRESIDENT*

*RAFAEL A DE SOTO  
137 HILLCREST PLACE  
NORTH BERGEN, NJ 07047*

STATE OF NEW YORK  
**DEPARTMENT OF STATE**

ONE COMMERCE PLAZA  
99 WASHINGTON AVENUE  
ALBANY, NY 12231-0001  
WWW.DOS.NY.GOV

KATHY HOCHUL  
GOVERNOR

ROBERT J. RODRIGUEZ  
SECRETARY OF STATE

Filer: SOUDABEH BAYAT  
WBE-CONSTRUCTION MANGEMENT ALLIANCE  
17 STATE ST 36TH FLOOR  
NEW YORK, NY, 10004, USA

Your document has been filed by the Department of State.

We have attached the official filing receipt and related document(s) for the following entity:

**DOS ID:** [REDACTED]  
**Entity Name:** WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC  
**Statement Due Date:** 07/31/2024

- 1 Retain this letter and attachment(s) for your records. The Department of State does not mail additional copies of the filing receipt or related attachment(s).
- 1 Limited Liability Companies are required to file a Biennial Statement with the Department of State. To receive an email notice when the Biennial Statement is due, provide an email address at the Department of State's Email Address Submission/Update Service. <https://filing.dos.ny.gov/eBiennialWeb/>

**Contact Information**

- 1 Department of State: Email the Division of Corporations at [corporations@dos.ny.gov](mailto:corporations@dos.ny.gov).
- 1 Department of Taxation and Finance: Visit <https://www.tax.ny.gov/help/contact> for self-help options and telephone numbers.



**NEW YORK STATE DEPARTMENT OF STATE**  
**DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE**  
**FILING RECEIPT**

**ENTITY NAME :** WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC  
**DOCUMENT TYPE :** CONVERSION – 1006(E)(B) EXISTING LLC  
**ENTITY TYPE :** DOMESTIC LIMITED LIABILITY COMPANY

**DOS ID :** [REDACTED]  
**FILE DATE :** 07/28/2022  
**FILE NUMBER :** [REDACTED]  
**TRANSACTION NUMBER :** [REDACTED]  
**EXISTENCE DATE :** 07/22/2022  
**DURATION/DISSOLUTION :** PERPETUAL  
**COUNTY :** NEW YORK



**SERVICE OF PROCESS ADDRESS :** SAMANTHA ADELSON  
C/O ENTECH, 17 STATE STREET, 36TH FL  
NEW YORK, NY, 10004, USA

**FILER :** SOUDABEH BAYAT  
WBE-CONSTRUCTION MANGEMENT ALLIANCE, 17 STATE ST  
36TH FLOOR  
NEW YORK, NY, 10004, USA

**SERVICE COMPANY :** CORPORATION SERVICE COMPANY  
**SERVICE COMPANY ACCOUNT :** 45  
**CUSTOMER REFERENCE :** 842325 KXX

*You may verfiy this document online at :* <http://ecorp.dos.ny.gov>

**AUTHENTICATION NUMBER :** [REDACTED]

---

<b>TOTAL FEES:</b>	<b>\$275.00</b>	<b>TOTAL PAYMENTS RECEIVED:</b>	<b>\$275.00</b>
<b>FILING FEE:</b>	<b>\$200.00</b>	<b>CASH:</b>	<b>\$0.00</b>
<b>CERTIFICATE OF STATUS:</b>	<b>\$0.00</b>	<b>CHECK/MONEY ORDER:</b>	<b>\$0.00</b>
<b>CERTIFIED COPY:</b>	<b>\$0.00</b>	<b>CREDIT CARD:</b>	<b>\$0.00</b>
<b>COPY REQUEST:</b>	<b>\$0.00</b>	<b>DRAWDOWN ACCOUNT:</b>	<b>\$275.00</b>
<b>EXPEDITED HANDLING:</b>	<b>\$75.00</b>	<b>REFUND DUE:</b>	<b>\$0.00</b>

**STATE OF NEW YORK  
DEPARTMENT OF STATE**

I hereby certify that the annexed copy for WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC, File Number [REDACTED] has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on July 29, 2022.



*Brendan C. Hughes*

Brendan C. Hughes  
Executive Deputy Secretary of State



Division of Corporations,  
State Records and  
Uniform Commercial Code

New York State  
Department of State  
DIVISION OF CORPORATIONS,  
STATE RECORDS AND  
UNIFORM COMMERCIAL CODE  
One Commerce Plaza  
99 Washington Ave.  
Albany, NY 12231-0001  
www.dos.ny.gov

CERTIFICATE OF CONVERSION  
OF  
WBE Construction Management Alliance  
*(Insert Name of Partnership/Limited Partnership)*

TO

WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC  
*(Insert Name of Limited Liability Company)*

Under Section 1006(e)(B) of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC

SECOND: The date of filing of its articles of organization is: 07/22/2022

THIRD: The  partnership  limited partnership, in accordance with the provisions of the Limited Liability Company Law, duly converted to a limited liability company.

(Please note: The conversion of a limited partnership to a limited liability company does not become effective until a certificate of cancellation is filed for the limited partnership. See LLCL §1006(f)&(g) and PL §121-203.)

FOURTH: The name of the  partnership  limited partnership is:

WBE Construction Management Alliance

FIFTH: In the case of a limited partnership, the date its initial certificate of limited partnership was filed by the Department of State is:

X Soudabeh Bayat  
*(Signature)*  
Soudabeh Bayat  
*(Type or print name)*

Capacity of signer *(Check appropriate box):*

- Member
- Manager
- Authorized Person

CSC-45  
DRAWDOWN

CERTIFICATE OF CONVERSION  
OF

WBE Construction Management Alliance  
*(Insert Name of Partnership/Limited Partnership)*

TO

WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC  
*(Insert Name of Limited Liability Company)*

Under Section 1006(e)(B) of the Limited Liability Company Law

Filer's Name and Mailing Address:

Soudabeh Bayat

*Name:*

WBE-CONSTRUCTION MANAGEMENT ALLIANCE

*Company, if Applicable:*

17 State St 36th Floor

*Mailing Address:*

New York, NY 10004

*City, State and Zip Code:*

CUST REF# [REDACTED]

NOTES:

1. The name of the limited liability company and its date of filing its articles of organization provided on this certificate must exactly match the records of the Department of State. This information should be verified on the Department of State's website at [www.dos.ny.gov](http://www.dos.ny.gov).
2. If applicable, the name of the limited partnership and the date of filing its initial certificate of limited partnership should also be verified on the Department of State's website.
3. This form was prepared by the New York State Department of State for filing a certificate of conversion of a partnership or limited partnership into an existing limited liability company. You are not required to use this form. You may draft your own form or use forms available at legal supply stores.
4. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
5. The certificate must be submitted with a \$200 filing fee made payable to the Department of State.

*(For office use only)*

DOS-1364-f (Rev. 03/17)

RECEIVED  
2022 JUL 28 PM 12:05

Page 2 of 2

Filed with the NYS Department of State on 07/28/2022  
[REDACTED]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2023

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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> Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	<b>CONTACT NAME:</b> Timothy P. Esler <b>PHONE (A/C No. Ext):</b> (201)262-1200 <b>E-MAIL ADDRESS:</b> certs@fenner-esler.com	<b>FAX (A/C No):</b> (201)262-7810
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Entech Engineering P.C. 17 State Street 36th Floor New York NY 10004	<b>INSURER A:</b> RLI Insurance Company <b>NAIC #</b> 13056	
	<b>INSURER B:</b> The Travelers Indemnity Company <b>25658</b>	
	<b>INSURER C:</b> HARTFORD FIRE INSURANCE CO. <b>19682</b>	
	<b>INSURER D:</b> Ohio Security Insurance Company <b>24082</b>	
	<b>INSURER E:</b> Ohio Casualty Insurance Company <b>24074</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** [REDACTED]**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Contractual & XCU coverage per policy GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			[REDACTED] terms & conditions  Includes coverage within 50' of RR	11/6/2023	11/6/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Valuable Papers/Per Occurrence \$ 1,000,000
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			[REDACTED]	11/6/2023	11/6/20234	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			[REDACTED]	11/6/2023	11/6/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Ea Occurrence/Aggregate \$ 10M/10M; 10M/10M
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			[REDACTED]	11/6/2023	11/6/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Professional/Pollution Liab.</b> Retro Date: Full Prior Acts			[REDACTED] Per Claim Deductible: \$75k	11/6/2023	11/6/2024	Per Claim Limit \$5,000,000 Aggregate Limit \$5,000,000

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

RE: Contract B51037-02CM Nassau County Correctional Facility - 832 Building Remedial Repairs; Additional Insured - Nassau County as respects general liability where required by written contract.\* Total Excess/Umbrella Limit : \$25,000,000 (Policies [REDACTED], [REDACTED], [REDACTED])

**CERTIFICATE HOLDER**

Nassau County  
 1550 Franklin Avenue  
 Mineola, NY 11501

**CANCELLATION**

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

Timothy Esler/JEAN

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# CERTIFICATE OF INSURANCE COVERAGE

## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

**PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier**

<p>1a. Legal Name &amp; Address of Insured (use street address only)  <b>ENTECH ENGINEERING P.C.</b>  <b>17 STATE STREET, 36TH FLOOR</b>  <b>NEW YORK, NY 10004</b></p> <p><small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small></p>	<p>1b. Business Telephone Number of Insured  <b>646-722-0000</b></p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number  <span style="background-color: black; color: black;">[REDACTED]</span></p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  <b>PAE • æ Å [ ~ } c Å</b>  <b>FÍ í € Å a \   a Å e ^ ^ Å</b>  <b>T a ^ [   a Å ^ , Å [   \ Å FÍ €</b></p>	<p>3a. Name of Insurance Carrier  <b>Standard Security Life Insurance Company of New York</b></p> <p>3b. Policy Number of Entity Listed in Box 1a  <span style="background-color: black; color: black;">[REDACTED]</span></p> <p>3c. Policy Effective Period  <u>1/1/2015</u> to <u>11/6/2024</u></p>

4. Policy provides the following benefits:

A. Both disability and Paid Family Leave benefits.  
 B. Disability benefits only.  
 C. Paid Family Leave benefits only.

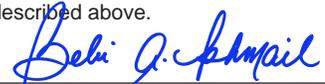
5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
 B. Only the following class or classes of employer's employees:

\_\_\_\_\_

\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 11/8/2023 By   
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)**

**State of New York**  
**Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

### NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

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

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

**FROM:** Department of Public Works

**DATE:** August 29, 2023

**SUBJECT:** Nassau County Correctional Facility- 832 Building Remedial Repairs  
Construction Management Services  
RFP No. PW-B51037-02-CM  
**Recommendation of Award**

The Department of Public Works intends to retain a Firm to provide Construction Management Services in connection with the Nassau County Correctional Center 832 Building Remedial Repairs project.

In the interest of expediency this RFP is being issued to a select group of seven (7) construction management firms that have been previously selected to provide "On Call" Construction Management Services to the Building Construction Group. Note that due to the Emergency it is likely that a Notice to Proceed will be issued to the selected firm(s) prior to legislative approval of the Contract for these services.

The County received five (5) responses to the Request for Proposals (RFP), all the proposals were eligible for review. The technical proposals were evaluated by professional staff within the Department: Douglas Tuman, Deputy Commissioner, Vincent Falkowski, Deputy Commissioner, Robert LaBaw, Chief Architect, Valiant Yeung, Architect III and Joseph Amerigo, Project Manager IV.

The results of the Technical Evaluation including Cost Proposals are indicated in the table below.

	Firms	Rating	Multiplier	Cost
1	Jacobs	90.8	2.10	\$2,293,360.00
2	ENTECH	89.8	2.50	\$1,614,000.00
3	AECOM	88.2	2.26	\$1,517,908.00
4	Elite/KSE	80	2.15	\$1,915,535.09
5	M & J Engineering	75.6	2.25	\$2,832,100.00

Following the initial rating of the firms, the Evaluators discussed the staffing of the top three firms in detail, we determined that AECOM had insufficient staffing for the complexity of the Project.

The NCDPW evaluators considered the cost proposals of the two remaining top-rated firms, Jacobs and ENTECH. The Jacobs Project Management Co. cost proposal is excessive, the review committee agreed that ENTECH, the number two rated firm provides the best value to Nassau County. The review committee recommends that ENTECH be retained to provide Construction Management services for the Nassau County Correctional Center 832 Building Remedial Repair Project.





REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

RFQ  RFP  RFBC  In-House or Requirements Work Order

Project Title: Nassau County Correctional Center 832 Building Remedial Repairs

Department: Public Works Project Manager: Joseph Amerigo Date: May 2, 2023

Service Requested: Construction Management

Justification: Provide Construction Management Services

Requested by: NCDPW Engineering Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$1,800,000.00  
Circle appropriate phase

Total Project Cost: \$18,000,000.00 Date Start Work: ASAP Duration: 2 years  
Includes, design, construction and CM Phase being requested Phase being requested

Capital Funding Approval: YES  NO  Roseann Dallaiva 05-1-23  
SIGNATURE DATE

Funding Allocation (Capital Project): 51037 000  
See Attached Sheet if multiyear

NIFS Entered: \_\_\_\_\_  
SIGNATURE DATE

AIM Entered: Deanna Junk 5/4/23  
SIGNATURE DATE

Funding Code: \_\_\_\_\_  
use this on all encumbrances

Timesheet Code: 23-0115  
use this on timesheets

State Environmental Quality Review Act (SEQRA):  
Type II Action  or Environmental Assessment Form Required   
Supplemental Environmental Documentation \_\_\_\_\_

Department Head Approval: YES  NO

[Signature]  
SIGNATURE

DCE/Ops Approval: YES  NO

[Signature]  
SIGNATURE

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

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval: YES NO Signature \_\_\_\_\_

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

**TO:** Joseph Amerigo, Project Manager IV

**FROM:** Office of the Commissioner

**DATE:** June 21, 2023

**SUBJECT:** CSEA Sub-Contracting Approval  
**C23-0115 – Proposed Contract Number: B51037-02-CM**  
*Nassau County Correctional Center*  
*832 Building Remedial Repairs Project*

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. The Department has determined that it will proceed with the above-referenced contract known as **C23-0115**.

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

*Roseann D'Alleva*

Roseann D'Alleva  
Deputy Commissioner

RD:jd

c: Kenneth G. Arnold, Commissioner  
Douglas Tuman, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner



COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

C23-0015

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

**FROM:** Department of Public Works

**DATE:** June 13, 2023

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Proposed Contract No: B51037-02-CM  
Nassau County Correctional Center  
832 Building Remedial Repairs project.

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

1. DPW plans to recommend a contract/agreement for the following services: Construction management services for the Nassau County Correctional Center 832 Building Remedial Repairs project. This project has received an **“Emergency Declaration”** from the County Executive.
2. The work involves the following:  
Providing a Resident Engineer, Inspectors, a Cost Estimator, and a CPM Scheduler.
3. An estimate of the cost is: \$1,800,000.00
4. An estimate of the duration is: Two (2) years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Roseann D’Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.

*Roseann D'Alleva*

Roseann D’Alleva  
Deputy Commissioner

RD:DT:pl

c: Jose Lopez, Director, Office of Labor Relations  
Seth Blau, Deputy Director, Office of Labor Relations  
Douglas Tuman, Deputy Commissioner  
William S. Nimmo, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Christopher Yansick, Unit Head, Financial Services Unit  
Tracy Ritchie, Unit Head, Human Resources Unit  
Joseph Amerigo, Project Manager IV  
Robert Labaw, Architect IV  
Elizabeth Cotton, Special Assistant, Office of Labor Relations



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

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

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

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

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

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

Soudabeh Bayat, President

04/11/2023

Name and Title of Authorized Representative

m/d/yy



04/11/2023

Signature

Date

EnTech Engineering

Name of Organization

17 State Street, 36thFloor New York, NY 10004

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.

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**

**CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN**

**Part 1- General Information:**

Consultant/Contractor Name:	EnTech Engineering PC
Address (street/city/state/zip code):	17 State Street, 36th Floor
Authorized Representative (name/title):	Reza Hedayati, Assistant Vice President
Authorized Signature:	
Contract Number:	B51037-02CM
Contract/Project Name:	Nassau County Correctional Facility- 832 Building Remedial Repairs
Contract/Project Description:	The referenced project includes roof replacement, extensive repairs and or replacement of roof top HVAC duct work and duct work insulation, repairs to ductwork penetration and collars through parapet and the roof structure, replacement of all roof top exhaust fans, replacement of roof top air conditioning units, replacement of interior air handling units, installation of new thermostats, controls and BMS system.

**Part 2- Projected MBE/WBE/SDVOB Contract Summary:**

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$1,614,000		100%
Total MBE Dollar Amount		MBE Contract Percentage	
Total WBE Dollar Amount	\$1,530,000	WBE Contract Percentage	94.8%
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount	\$1,530,000	Combined M/WBE/SDVOB Contract Percentage	94.8%

**Part 3- MBE Information (use additional blank sheets as necessary):**

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount (\$) and Award Date	MBE Contract Scheduled Start Date and Completion
Name:  Address:  City:  State/Zip Code:  Authorized Representative:  Telephone No.		Amount (\$): <hr/>  Award Date: <hr/>	Start Date: <hr/>  Completion Date: <hr/>
Name:  Address:  City:  State/Zip Code:  Authorized Representative:  Telephone No.		Amount (\$): <hr/>  Award Date: <hr/>	Start Date: <hr/>  Completion Date: <hr/>
Name:  Address:  City:  State/Zip Code:  Authorized Representative:  Telephone No.		Amount (\$): <hr/>  Award Date: <hr/>	Start Date: <hr/>  Completion Date: <hr/>

**Part 4- WBE Information (use additional blank sheets as necessary):**

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount (\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
<p>Name: EnTech Engineering PC</p> <p>Address: 17 State Street, 36th Floor</p> <p>City: New York</p> <p>State/Zip Code: New York, 10004</p> <p>Authorized Representative: Reza Hedayati</p> <p>Telephone No. 646.722.0000 x141</p>	<p>Construction Management</p>	<p>Amount (\$):</p> <p>\$1,195,200</p> <hr/> <p>Award Date:</p> <p>September 2023</p> <hr/>	<p>Start Date:</p> <p>October 2025</p> <hr/> <p>Completion Date:</p> <p>September 2025</p> <hr/>
<p>Name: Ensign Engineering PC</p> <p>Address: 1111 Calhoun Avenue</p> <p>City: Bronx</p> <p>State/Zip Code: New York, 10465</p> <p>Authorized Representative: Regina Marengo</p> <p>Telephone No. 718.863.5590</p>	<p>Construction Inspection and Engineering Support</p>	<p>Amount (\$):</p> <p>\$334,800</p> <hr/> <p>Award Date:</p> <p>September 2023</p> <hr/>	<p>Start Date:</p> <p>December 2023</p> <hr/> <p>Completion Date:</p> <p>July 2025</p> <hr/>
<p>Name:</p> <p>Address:</p> <p>City:</p> <p>State/Zip Code:</p> <p>Authorized Representative:</p> <p>Telephone No.</p>		<p>Amount (\$):</p> <hr/> <p>Award Date:</p> <hr/>	<p>Start Date:</p> <hr/> <p>Completion Date:</p> <hr/>

**Part 5- SDVOB Information (use additional blank sheets as necessary):**

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount (\$) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>