



Certified: --

E-43-23

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Legislature April 27, 2023 2:49PM

NIFS ID: CFPW23000002

Capital: X

Contract ID #: CFPW23000002

NIFS Entry Date: 03/02/2023

Department: Public Works

Service: On Call Construction Management Services-Buildings-
B90400-01CMG

Term: 3 years from NTP

Contract Delayed:

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

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

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

Department:
Contact Name: Joseph Amerigo
Address: NCDPW 1194 Prospect Ave Westbury, NY 11590
Phone: (516) 571-9804
Email: cpetrucci@nassaucountyny.gov, ldionisio@nassaucountyny.gov, lkobel@nassaucountyny.gov, szirilli@nassaucountyny.gov

Contract Summary

Purpose: The Department proposes to enter into a personal services agreement with the firm EnTech to provide On-Call Construction Management Services for the County's Building Construction Group. These services are needed in the construction management efforts required for the various building construction projects currently in construction or anticipated to commence in the near future.

Method of Procurement: A formal Request for Proposals (RFP) process was conducted to procure the services. This is a contract for Construction Management Services for the County's Building Construction Group. The services under this contract include, but are not limited to furnishing of engineers, Inspectors, Schedulers, Cost Estimators, field survey parties, evaluation of contractor claims, pre-bid constructability reviews, and construction related engineering 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 RFP was posted to the County's website and

advertised in Newsday and the NYS Contract Reporter from June 6, 2022 to July 1, 2022. Proposals were received from twenty (20) firms on July 1, 2022. Following the review, the technical rank was established and the cost proposals were opened. As a result of the scoring, the top 9 firms who represent the highest technical rating and having proposed competitive fees, presented the best value to the County, and therefore were selected.

Description of General Provisions: New agreement for construction management services. The term of the contract is 3 years from NTP.

Impact on Funding / Price Analysis: The maximum amount of this contract is \$1,000,000. Funding for these professional services will be available on a project specific capital improvement basis. There is no guarantee that all or any of this amount shall be subsequently authorized and services provided.

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 90400 000	01	\$0.01
Project Number		90400						
Project Detail		000						
TOTAL							\$0.01	

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction	103	County	\$0.00
		Federal	\$0.00
Renewal		State	\$0.00
% Increase		Capital	\$0.01
% Decrease		Other	\$0.00
		Total	\$0.01

Routing Slip

Department			
NIFS Entry	Loretta Dionisio	03/10/2023 11:32AM	Approved
NIFS Final Approval	Roseann D'Alleva	03/10/2023 01:14PM	Approved
Final Approval	Roseann D'Alleva	03/10/2023 01:14PM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	03/10/2023 01:14PM	Approved
Final Approval	Roseann D'Alleva	03/10/2023 01:14PM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	03/10/2023 01:48PM	Approved
Approval as to Form	Thomas Montefinise	03/13/2023 04:30PM	Approved
NIFS Approval	Mary Nori	03/27/2023 01:56PM	Approved
Final Approval	Mary Nori	03/27/2023 01:56PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	03/13/2023 09:22AM	Approved
NIFA Approval	Christopher Nolan	03/24/2023 05:23PM	Approved
Final Approval	Christopher Nolan	03/24/2023 05:23PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	03/30/2023 10:50AM	Approved
DCE Compliance Approval	Robert Cleary	04/14/2023 12:20PM	Approved
Vertical DCE Approval	Arthur Walsh	04/27/2023 01:38PM	Approved
Final Approval	Arthur Walsh	04/27/2023 01:38PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/27/2023 02:05PM	Approved

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

RULES RESOLUTION NO. – 2023

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND ENTECH ENGINEERING, PC.

WHEREAS, the County has negotiated a personal services agreement with EnTech Engineering, PC for services in connection with On-Call Construction Management Services, a copy of which is on file with the Clerk of the Legislature; and, now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with EnTech Engineering, PC.

CONTRACT FOR SERVICES

"ON-CALL" CONSTRUCTION MANAGEMENT SERVICES :

BUILDING CONSTRUCTION GROUP

AGREEMENT NO. B90400-01CMG

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 Engineering, PC having its principal office at 17 State Street, 36th Floor, New York, NY, 10004 (the "Firm" or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term.

The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the three (3) year anniversary of the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, **prior to the expiration of date of the Agreement**, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services: Building Construction Group. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Contractor 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.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed One Million (\$1,000,000) dollars.

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

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

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

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

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

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

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

6. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices "EE" and "U" 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) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the

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

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

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

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

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

(e) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent

that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

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

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

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

7. Minimum Service Standards.

Regardless of whether required by Law:

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

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

8. Indemnification; Defense; Cooperation.

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

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

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

(d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

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

9. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor'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 Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

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

10. 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.

11. Termination.

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

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

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

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the 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.

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

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

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

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

15. 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.

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

17. 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.

18. 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.

19. 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.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

21. Joint Venture.

(a) If the Contractor 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 Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor 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 Contractor 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.

22. 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 Contractor and the County have executed this Agreement as of the date first above written.

EnTech Engineering, PC

By: Susan Bayat
Name: Susan Bayat
Title: President
Date: 09-28-2022

NASSAU COUNTY


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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 28th day of September in the year 2022 before me personally came Susan Bayat to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the President of EnTech Engineering, PC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC


ROSA MELENDEZ
Notary Public - State of New York
No. 01ME4700516
Qualified in Kings County
My Commission Expires August 31, 2025

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

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

NOTARY PUBLIC

APPENDIX "A"

DETAILED SCOPE OF SERVICES

On-Call Building Construction Management Services

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform on-call construction management and related engineering services, for various durations, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services for the County's Building Construction Group including, but not limited to, the furnishing of office engineers, resident engineers, construction inspectors, CPM schedulers, cost estimators, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, and construction related engineering services.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site-specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the 'Mission') that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

APPENDIX "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:

Compensation for services provided under the terms of this Agreement will be (i) on the basis of a lump sum or (ii) the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of The method of determining compensation shall be established by the County for each project and set forth in the County's written request for a proposal and cost estimate.

Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.

The Firm shall be reimbursed for the actual cost of "out-of-Pocket" expenses that have been approved in writing by the Commissioner of Public Works.

The Firm shall prepare and attach to this Agreement (as Appendix C - Wage Rate Schedule) a Maximum Hourly Wage Rate Schedule listing the job classifications, the maximum hourly wage rate for each classification and the Multiplier. 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).

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, upgrading's, 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, upgrading, 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 plans 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 arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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, blueprints 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 Proposer/Bidder hereby certifies the following:

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

Susan Bayat (Name)

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

646-722-0000 (Telephone Number)

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

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

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

09/28/2022
Dated _____



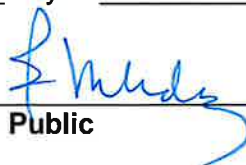
Signature of Chief Executive Officer

Susan Bayat

Name of Chief Executive Officer

Sworn to before me this

28th day of September, 2022



Notary Public

ROSA MELENDEZ
Notary Public - State of New York
No. 01ME4700516
Qualified in Kings County
My Commission Expires August 31, 2025

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, 36th Floor 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 Interim Finance Authority

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

1. Vendor: EnTech Engineering, PC

2. Amount requiring NIFA approval: \$1,000,000.00

Amount to be encumbered: \$0.01

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 3 years from NTP

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? No

Has NIFA approved the borrowing for this contract? No

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

The Department proposes to enter into a personal services agreement with the firm EnTech to provide On-Call Construction Management Services for the County's Building Construction Group. These services are needed to supplement the County current staff of engineers and construction inspectors in the construction management efforts required for the various building construction projects currently in construction or anticipated to commence in the near future.

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
-------------	--------------	---------------------------------

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

03/24/2023

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

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: ENTECH ENGINEERING, PC

CONTRACTOR ADDRESS: 17 STATE ST, 36TH FL, NY NY 10004

FEDERAL TAX ID #: [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on June 6, 2022 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday & NYSCR [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on July 1, 2022 [date]. Twenty (20) [state #] proposals were received and evaluated. The evaluation committee consisted of: Four (4) Douglas Tuman, Deputy Commissioner, Robert LaBaw, Architect IV, Valient Yeung, Architect III and Joseph Amerigo, Project Manager IV.

_____ (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 Dalletta

Department Head Signature

11-3-22

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 [SBAYAT@ENTECH.NYC]

Dated: 11/23/2022 08:36:31 am

Vendor: EnTech Engineering, PC

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

EnTech doesn't do lobbying so there is no name or address to give.

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

There is no one at EnTech registered as a lobbyist.

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

There is no name or address to give because we have no lobbyists.

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

There was no lobbying activity because we don't do lobbying.

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

We don't have any names to give because we won't be lobbying.

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

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

YES [] NO [X] If yes, to what campaign committee? If none, you must so state:

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

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

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

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

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

Dated: 11/23/2022 08:39:52 am

Vendor: EnTech Engineering, PC

Title: President

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Soudabeh Bayat
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]
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.
Soudabeh Bayat is 100% owner of EnTech Engineering, PC

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.

Principal for EnTech Engineering of New Jersey, PA

1 File(s) uploaded: COA - NJ exp 2024.pdf

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

YES ☐ NO ☒ If Yes, provide details.

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, 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.

EnTech Engineering, PC

Name of submitting business

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

Soudabeh Bayat, PE SBAYAT@ENTECH.NYC

President

Title

12/02/2022 10:38:26 am

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

[REDACTED]
LICENSE/REGISTRATION/CERTIFICATION #

[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: 04/11/2023

1) Proposer's Legal Name: EnTech Engineering, PC

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

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

Country: US

Address: 11 Broadway, Floor 21

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

Country: US

Start Date: 12/19/2006 End Date: 07/31/2017

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 064220721

5) Federal I.D. Number: 13-4138753

- 6) The proposer is a: Corporation (Describe) _____
- 7) Does this business share office space, staff, or equipment expenses with any other business?
YES ☐ NO ☒ If yes, please provide details:

- 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
- 1 File(s) uploaded: COA - NJ exp 2024.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 ☒

Is the proposer an individual?

YES ☐ NO ☒ 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 Code	10004
Country	US				
Position	President				

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

220

vi) Annual revenue of firm;

35616869

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.pdf

B. Indicate number of years in business.

22

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

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, PC

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

President

Title

04/11/2023

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

24GA28331100

LICENSE/REGISTRATION/CERTIFICATION #

[Signature]
ACTING DIRECTOR

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.

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

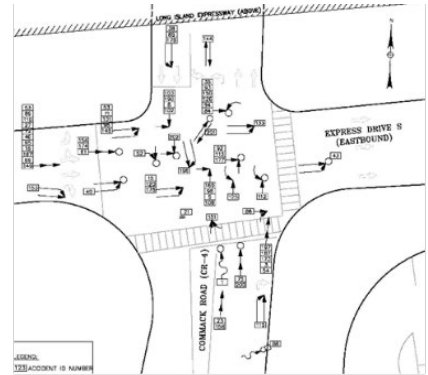
EnTech's design team spans multiple disciplines, including civil design, traffic, environmental, geotechnical, and constructability review and feasibility studies. Our experience also covers emergency construction work, resident engineering, construction inspection and construction support services for 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)

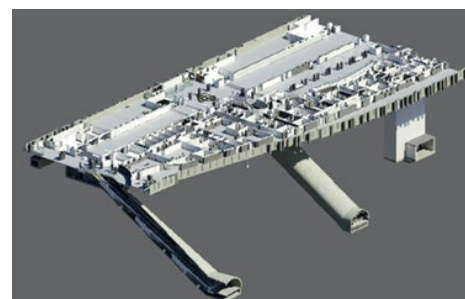
EnTech has strong capabilities in 3D laser scanning and BIM services. EnTech's BIM Team is dedicated to providing high quality BIM services for infrastructure, industrial, and commercial building projects. The BIM Team has worked on major infrastructure projects with New York City Agencies such as MTA 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:

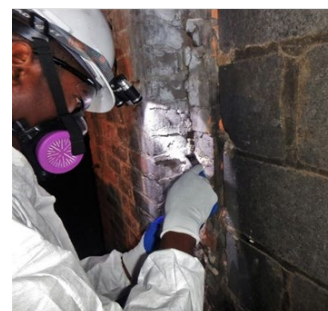
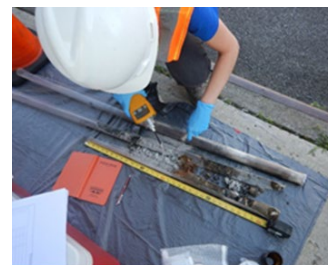
- *Minimizing change orders and project costs*
- *Uniform visualization for operational analyses*
- *Streamlining of project documentation and drawings*
- *Flexibility for design modifications and "what-if" scenarios*
- *Improved project construction scheduling and construction sequencing analyses*



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



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

**PW-B95102-01C – On-Call Agreement Task Order #5, Lidar
Mobile Scanning for Wantagh Avenue, Nassau County, 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
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

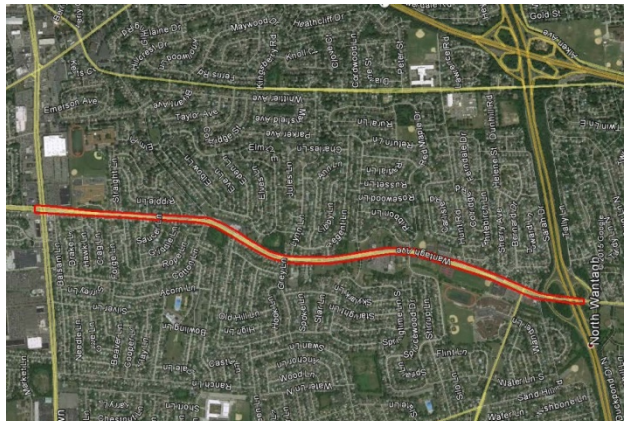
Item 2: Wantagh Avenue ROW

- 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



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

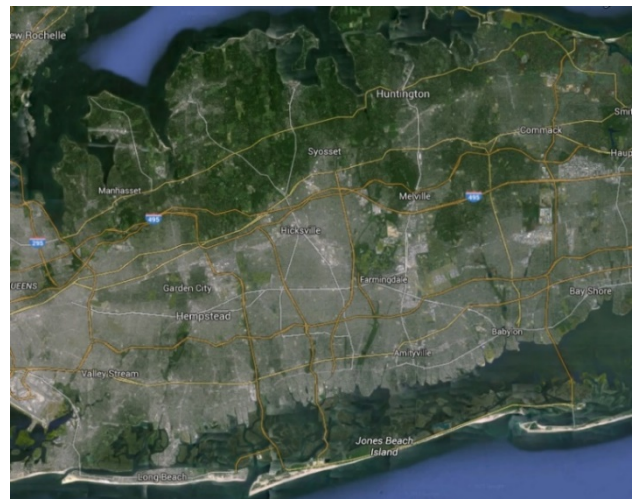
Contract Value
\$308K

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 4th Precinct, Hewlett, NY

Nassau County Department of Public Works



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 4th 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

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.



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*

**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

**ENTECH ENGINEERING PC
17 STATE STREET
36TH FLOOR
NEW YORK, NY 10004-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 08/01/2020 TO 07/31/2023.



**CERTIFICATE NUMBER
0017275**

Shannon L. Tahoe
SHANNON L. TAHOE
INTERIM COMMISSIONER OF EDUCATION

Laura Curran
County Executive

County of Nassau
Office of Minority Affairs

Hereby Grants Certification to:
EnTech Engineering, PC

This Certificate acknowledges that this company has met the criteria as established by the Minority/Women-Owned Business Enterprise Program at the County of Nassau Office of Minority Affairs, pursuant to Local Law No. 14, Title 53, dated October 2, 2002 and therefore, is certified as a Minority/Women-Owned Business Enterprise (MWBE).

This Certification will remain in effect until its expiration date provided there are no changes in ownership, control, and/or operations of the firm or eligibility requirements. The Nassau County Office of Minority Affairs must be notified within thirty days of any material changes in the business, which affects ownership and control.

Certification Number:

OMA-20-154

Expiration Date:

12/01/2023

12/01/2020

Date

Lionel J. Chitty

Lionel J. Chitty, Executive Director



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 **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

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.

EnTech Engineering of New Jersey, PA - a separate entity from EnTech Engineering, PC (both owned 100% by Susan Bayat, PE) will not take part in the performance of this contract.

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(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]

Dated: 11/23/2022 09:52:08 am

Title: President

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2022

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

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

PRODUCER	CONTACT NAME: Timothy P. Esler
Fenner & Esler Agency, Inc	PHONE (A/C, No, Ext): (201)262-1200
467 Kinderkamack Road	FAX (A/C, No): (201)262-7810
P. O. Box 60	E-MAIL ADDRESS: certs@fenner-esler.com
Oradell NJ 07649-0060	INSURER(S) AFFORDING COVERAGE
	INSURER A: RLI Insurance Company
	INSURER B: The Travelers Indemnity Company
	INSURER C: Berkshire Hathaway Specialty Insurance
	INSURER D: Hamilton Select Insurance Company
	INSURER E: Ohio Security Insurance Company
	INSURER F: Ohio Casualty Insurance Company

COVERAGES

CERTIFICATE NUMBER: Master 22-23

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 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:	X	Y	PSB0002575 terms & conditions Includes coverage within 50' of RR	11/6/2022	11/6/2023	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 \$ 500,000
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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	X	Y	BAS64499310	11/6/2022	11/6/2023	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PSE0001819 (A)	11/6/2022	11/6/2023	EACH OCCURRENCE \$ 5,000,000
B	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			EX-6S311260-22-NF (B)	11/6/2022	11/6/2023	AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	Y	ECO(23)64137089 (F)	8/26/2022	11/6/2023	Ea Occurrence/Aggregate \$ 10M/10M; 10M/10M
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A Y	PSW0003007	11/6/2022	11/6/2023	<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	Prof. & Pollution Liability			47-EPP-304448-06	11/6/2022	11/6/2023	Per Claim/Aggregate Limit \$3M/\$3M
D	Excess Professional Liability			EOXSHS286815	11/6/2022	11/6/2023	Per Claim/Aggregate Limit \$2M/\$2M

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

RFP No. PW-B90400-01CMG On-Call Construction Management Services for the Buildings Construction Group. Additional Insured - Nassau County and County Department of Public Works, as respects general, auto and excess liability where required by written contract.* Total Excess/Umbrella Limit : \$25,000,000 (Policies PSE0001819, EX-6S311260-21-NF, and ECO(23)64137089) General, auto and excess Liability Additional Insured is primary and non-contributory where required by written contract. Waiver of Subrogation applies as respects general, auto and excess liability and workers compensation where required by written contract. Should any of the above described policies be cancelled before the expiration date

CERTIFICATE HOLDER

CANCELLATION

Nassau County 1550 Franklin Avenue, Mineola, New York 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Timothy Esler/JEAN

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COMMENTS/REMARKS

thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) ENTECH ENGINEERING P.C. 17 STATE STREET, 36TH FLOOR NEW YORK, NY 10004</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 646-722-0000</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number <div style="background-color: black; width: 100px; height: 1.2em; margin-top: 5px;"></div></p>
<p>2. Name and Address of Entity Requesting Proof of Coverage <small>(Entity Being Listed as the Certificate Holder)</small> County of Nassau 1550 Franklin Avenue Mineola, NY 11501</p>	<p>3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York</p> <p>3b. Policy Number of Entity Listed in Box "1a" R11464-000</p> <p>3c. Policy effective period <div style="display: flex; justify-content: space-between; align-items: center;"> <u>1/1/2015</u> to <u>11/20/2023</u> </div> </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 11/21/2022 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 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 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 with respect to all of his/her 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 New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance 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 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 NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

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: Edward W. Powers, Deputy County Executive

FROM: Department of Public Works

DATE: August 16, 2022

SUBJECT: “On-Call” Construction Management Services: Building Construction Group
RFP No. PW-90400-01CM
Recommendation of Award

The Nassau County Department of Public Works (NCDPW) intends to procure “On-Call” CM Services for our Building Construction Group. The services typically provided under an “On-Call” CM Services Agreement include furnishing Resident Engineers, Inspectors, Schedulers, Cost Estimators, field survey parties, evaluation of contractor claims, pre-bid constructability reviews, and construction related engineering services. These services will be needed to supplement our current staff of engineers and construction inspectors in the construction management efforts required for the various building construction projects currently in construction or anticipated to commence in 2022 through 2025.

The County received twenty (20) responses to the Request for Proposals (RFP), all of the proposals were eligible for review. The technical proposals were evaluated by professional staff within the Department: Douglas Tuman, Deputy Commissioner, Robert LaBaw, Architect IV, Valient Yeung, Architect III and Joseph Amerigo, Project Manager IV.

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

	Firm		Rating		Multiplier	
1	Liro		96.5		2.2	
2	Jacobs		95.5		2.1	
3	Aecom		94.5		2.25	
4	Cashin		93		2.3	
5	D&B		92.75		2.3	
6	Gannet		91		2.3	
7	Elite		90.75		varies	
8	MJ		90		varies	
9	Entech		89.5		2.3	
10	Hirani		87		2.3	
11	A-1		86		varies	
12	Techno		85.75		varies	
13	Tristate		85.75		2.3	
14	TDX		85		2.22	
15	Savin		83.5		2.3	
16	Tectonic		80		2.15	
17	Skanska		79.75		2.3	
18	Greenway		79.25		2.1	
19	Infotran		77		2.2	
20	Dan CM		70		varies	



Office of the County Executive

Att: Edward W. Powers, Deputy County Executive

August 16, 2022

Page 2.

SUBJECT: "On-Call" Construction Management Services: Building Construction Group
RFP No. PW-90400-01CM

Recommendation of Award

In our professional judgment, the top nine (9) firms, who represent the top bracket of technical ratings and having proposed competitive fees, present the best value to the County. Furthermore, it is the Department's recommendation that each of the top nine (9) firms be retained to provide On-Call Building Design Services.

It should be noted that no specific scope of services was requested with this RFP since the services are of an "on-call" nature. A cost proposal was submitted separately in a sealed envelope as requested in the RFP. The firms selected to provide these CM services will be compensated on either a lump sum basis or the actual salaries paid to the technical personnel engaged in performing the services times a multiplier. Funding for these professional services will be available on a project specific capital improvement basis.

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



Kenneth G. Arnold
Commissioner

KGA:DT:jd

c: Douglas Tuman Deputy Commissioner
Robert LaBaw, Architect IV
Joseph Amerigo, Project Manager IV
Valient Yeung, Architect III

APPROVED:



Edward W. Powers Date 08/16/2022
Deputy County Executive

DISAPPROVED:

Edward W. Powers Date
Deputy County Executive

REQUEST TO INITIATE

RTI Number 22-0004

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: On Call - Buildings - Construction Management

Department: Public Works Project Manager: Joseph Amerigo Date: January 5, 2022

Service Requested: On Call Construction Management Services for Various Projects

Justification: Support the in house staff as required.

Requested: Nassau County Department of Public Works- Engineering

Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$5,000,000.00
Circle appropriate phase XXXXXXXXXX .01Total Project Cost: ~~XXXXXX~~ 5,000,000Date Start Work: ASAP
Phase being requestedDuration: 3 years
Phase being requested

Includes, design, construction and CM

over 4-5 contracts selected

Capital Funding Approval: YES ☐ NO ☐

Rossann Dalleria

1/20/22 1/20/22
DATE

SIGNATURE

Funding Allocation (Capital Project):

See Attached Sheet if multiyear ☐

NIFS Entered:

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code: 68302-000 90400-000

use this on all encumbrances

Timesheet Code:

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

DCE/Ops Approval: YES ☐ NO ☐

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: March 3, 2022

SUBJECT: CSEA Sub-Contracting Approval
C22-0004 – Proposed Contract Number: B90400-01CM
On Call Construction Management Services

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 **C22-0004**.

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

C22-0004

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

FROM: Department of Public Works

DATE: January 28, 2022

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract No: B90400-01CM

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: On call construction management services.
2. The work involves the following:
Providing Resident Engineers, Inspectors, Cost Estimators, CPM Schedulers, and construction related services.
3. An estimate of the cost is: \$5,000,000.00
4. An estimate of the duration is: Three (3) 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:jd

c: Jose Lopez, Director, Office of Labor Relations
Seth Blau, Deputy Director, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Diane Pyne, Unit Head, Human Resources Unit
Loretta Dionisio, Assistant to Deputy Commissioner
Joseph Amerigo, Project Manager IV





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

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

EnTech Engineering, P.C.
17 State Street, 36th Floor
New York, NY 10004

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

"ON-CALL" CONSTRUCTION MANAGEMENT SERVICES :
BUILDING CONSTRUCTION GROUP
AGREEMENT NO. B90400-01CMG

4. Typed Name and Title of Authorized Representative

Susan Bayat, President

11/01/2022

5. Signature

6. Date



DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> A a. bid/offer/application b. initial award c. post-award		3. Report Type: <input type="checkbox"/> A a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: EnTech Engineering P.C. 17 State Street, 36th floor New York, NY 10004 Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency: Nassau County			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ 1,000,000		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Susan Bayat</u> Print Name: <u>Susan Bayat</u> Title: <u>President</u> Telephone No.: <u>646-722-0000</u> Date: <u>11/01/2022</u>		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.


(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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, New York, NY 10004
Authorized Representative (name/title):	Soudabeh Bayat, PE
Authorized Signature:	
Contract Number:	B90400-01CMG
Contract/Project Name:	ON-CALL" CONSTRUCTION MANAGEMENT SERVICES : BUILDING CONSTRUCTION GROUP
Contract/Project Description:	Furnishing of office engineers, resident engineers, construction inspectors, CPM schedulers, cost estimators, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, and construction related engineering services.

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

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$1,000,000		
Total MBE Dollar Amount	\$150,000	MBE Contract Percentage	15%
Total WBE Dollar Amount	\$850,000	WBE Contract Percentage	85%
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount		Combined M/WBE/SDVOB Contract Percentage	

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: Elite Construction of NY Address: 300 Garden City Plaza, suite 148 City: Garden City State/Zip Code: New York, 11530 Authorized Representative: Mr. Eze O. Small, President Telephone No. 516-512-8983	CM Services	Amount (\$): \$150,000 <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
Name: EnTech Engineering, PC Address: 17 State Street, 36 Floor City: New York State/Zip Code: New York / 10004 Authorized Representative: Soudabeh Bayat Telephone No. 646-722-0000	On-Call Building Construction Management Services	Amount (\$): \$700,000 <hr/> Award Date: 09/27/2022 <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Ensign Engineering, PC Address: 1111 Calhoun Avenue City: Bronx State/Zip Code: NY/ 10465 Authorized Representative: Regina Gallagher Marengo, PE, President Telephone No. 718-863-5590	CM Services	Amount (\$): \$150,000 <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 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:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			