



Certified: --

E-71-23

FILED WITH THE NASSAU COUNTY
CLERK OF THE LEGISLATURE
JUNE 1, 2023 4:36PM

NIFS ID: CFPW23000017

Capital: X

Contract ID #: CFPW23000017

NIFS Entry Date: 05/30/2023

Department: Public Works

Service: NCPD Center-Training & Intelligence-Training
Village-CM Svces-B50699-03CM

Term: 30 months 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: ENSIGN ENGINEERING, P.C.	ID#: 133750269
Main Address: 1111 CALHOUN AVENUE Bronx, NY 10465	
Main Contact: Regina Marengo	
Main Phone: (347) 495-3862	

Department:
Contact Name: Robert LaBaw
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone: (516) 571-6812
Email: rlabaw@nassaucountyny.gov, ldionisio@nassaucountyny.gov, ekobel@nassaucountyny.gov, cpetrucci@nassaucountyny.gov

Contract Summary

Purpose: The Department proposes to enter into a personal services agreement with the firm Ensign Engineering, P.C. to provide Construction Management (CM) services for the Center for Training and Intelligence Phase 2 - Training Village project. The CM services will include pre-construction phase, construction phase and post-construction phase services, in associate with the erection of Phase II of the Center for Training and Intelligence (CTI), a new state of the art, outdoor training complex built to mimic typical Long Island community.

Method of Procurement: A formal Request for Proposals (RFP) process was conducted to procure the services. This a contract for Construction Management Services for the Center for Training and Intelligence Phase 2 - Training Village project.

Procurement History: The RFP 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 Reported on December 16, 2022. Proposals were received from ten (10) firms on January 20, 2023. The

proposals were evaluated by professionals from within the Department of Public Works: Douglas Tuman, Deputy Commissioner, Joseph Amerigo, Project Manager IV, Valiant Yeung, Architect III and Robert LaBaw, Architect IV. The proposal submitted by Ensign Engineering, P.C. received high technical ranking with a fee representing the best value to the County.

Description of General Provisions: New agreement for construction management services. The term of the contract is 30 months from NTP.

Impact on Funding / Price Analysis: The maximum amount of this contract is \$1,362,960.00. Funding is available under Capital Project 50699 Police Academy.

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	PCWCAPCAP	00003	PCWCAPCAP 00003 50699 003	01	\$1,362,960.00
Project Number		50699						
Project Detail		003						
TOTAL							\$1,362,960.00	

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$1,362,960.00
Other	\$0.00
Total	\$1,362,960.00

Routing Slip

Department			
NIFS Entry	Chris Yansick	05/30/2023 12:07PM	Approved
NIFS Final Approval	Ken Arnold	05/30/2023 12:15PM	Approved
Final Approval	Ken Arnold	05/30/2023 12:15PM	Approved
DPW			
Capital Fund Approval	Ken Arnold	05/30/2023 12:16PM	Approved
Final Approval	Ken Arnold	05/30/2023 12:16PM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	05/30/2023 01:19PM	Approved
Approval as to Form	Richard Soleymanzadeh	05/31/2023 08:39AM	Approved
NIFS Approval	Mary Nori	06/01/2023 11:23AM	Approved
Final Approval	Mary Nori	06/01/2023 11:23AM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	05/30/2023 12:40PM	Approved
NIFA Approval	Christopher Nolan	05/30/2023 12:46PM	Approved
Final Approval	Christopher Nolan	05/30/2023 12:46PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	06/01/2023 01:04PM	Approved
DCE Compliance Approval	Robert Cleary	06/01/2023 01:04PM	Approved
Vertical DCE Approval	Arthur Walsh	06/01/2023 04:16PM	Approved
Final Approval	Arthur Walsh	06/01/2023 04:16PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	06/01/2023 04:22PM	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 NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND ENSIGN ENGINEERING, P.C.

WHEREAS, the County has negotiated a personal services agreement with Ensign Engineering, P.C., to provide services for the Nassau County Police Department Center for Training and Intelligence Phase 2 - Training Village project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Ensign Engineering, P.C.

CONTRACT FOR SERVICES

**Construction Management Services
NCPD Center for Training and Intelligence Phase 2
Training Village
Agreement No. B50699-03CM**

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) Ensign Engineering, P.C., a consulting engineering firm having its principal office at 111 Calhoun Avenue, Bronx, NY 10465 (the "Firm" or "Contractor").

WITNESSETH:

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

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

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

1. Term.

This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the Thirty (30) month 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 one year delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2.. Services.

(a) The services to be provided by the Firm under this Agreement for the NCPD Center for Training and Intelligence Phase 2 - Training Village, shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

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

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

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

(2) Testing Laboratory Services.

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

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

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

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed One Million One Hundred Thirty-Five Thousand Eight Hundred Dollars (\$1,135,800.00) dollars. A 20% contingency in the amount of Two Hundred Twenty-Seven Thousand One Hundred Sixty Dollars (\$227,160.00) be included for a total fee of **One Million Three Hundred Sixty-Two Thousand Nine Hundred Sixty Dollars (\$1,362,960.00).**

(b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the

services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

County.

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

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

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

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

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

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

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the

word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

7. Compliance with Law.

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

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

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

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County

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

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

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

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

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

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

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

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

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

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

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

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

(a) Every provision required by Law to be inserted into or referenced by this

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

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

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

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

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

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

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

22. Joint Venture.

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

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

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


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

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

{Remainder of page intentionally left blank}

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

FIRM

By: 
Name: Regina Gallagher Marengo
Title: President
Date: 01 May 2023

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

Bronx)ss.:
COUNTY OF ~~NASSAU~~)

On the 01 day of May in the year 2023 before me personally came Regina Gallagher Marengo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of the Bronx; that he or she is the President of ENSIGN ENGINEERING, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Blanca E. Garcia
05/01/23
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

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

NOTARY PUBLIC

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

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

1.0 Construction Phase Services

- 1.1.1 Commencement and Duration - The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the Project in its entirety by the County. The construction phase is scheduled for Twenty-Four (24) months. The CM should include Three (3) months of pre-construction duties and Three (3) months of post-construction duties.
- 1.1.2 General Construction Administration – The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractor (CC), building end-users, and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the existing Academy occupants. Coordinate the installation of County-furnished material, equipment, and furniture with the work of the CC. The CM shall maintain competent full-time staff at the project site to administer the project at all times Work is being performed by CC. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, lap top computers, digital cameras, cellular telephones, etc. The CM recognizes that the construction will have to be closely monitored, and work (especially potentially disruptive work) will need to be scheduled accordingly.
- 1.1.3 Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, the Program Manager and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, the Program Manager and the Design Engineer to devise appropriate modifications to the Contract Documents.
- 1.1.4 Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of applicable testing, controlled inspection, and the CM's routine observation of the Work of the CC with respect to conformance to the Construction Documents. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall

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

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

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

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

- 1.1.11 Meetings – Schedule and conduct regular weekly or bi-weekly job progress meetings with the CC, the Design Engineer, the County, the Program Manager and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend weekly meetings with the County, and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.
- 1.1.12 Reporting – The CM shall prepare written progress reports and upon acceptance by the County deliver five (5) copies of same to the County (or electronic). Such reports shall include the following information at a minimum:
- A. Work activities performed during the reporting period and those activities scheduled to be performed in the next 2 weeks.
 - B. Identification and status of all critical and important issues, which require the attention of the County.
 - C. Brief construction progress update describing actual progress versus plan, supported by earned value data.
 - D. Summary of schedule gains and delays and actions taken to mitigate delays.
 - E. Photographs and other documentation which is germane to the report.
 - F. On every other bi-weekly report (i.e., every 4 weeks) provide updated Submittal, RFI and Change Order logs as attachments.
- 1.1.13 Safety – The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC, and the designated Nassau County Project Manager. The CM shall not have control over, or charge of the Work, and the CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. The CM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. CM's effort shall include the following:
- A. The CM will review the CC Health and Safety program and inform the Departments Project Manager of its adequacy.
 - B. CM's Safety Officer shall visit the site once per week, review the working conditions with the CC's designated site safety representative and provide a written report to NCDPW (copying the contractor and other project

participants) within 24 hours of the field visit. The report shall identify any and all short comings and will follow up on any reported incidents.

- C. CM shall prominently post signage requiring that all visitors must check in with the Construction Manager before entering the site. CM shall maintain a log of all visitors and shall ensure that visitors wear the proper PPE during any such visit.
- D. CM shall attend CC's toolbox mtgs. to verify that these are being held and ensure that the CC adequately documents attendance. A copy of the toolbox meeting agenda and sign in will be kept for the Project record.
- E. In the event of an accident the CM shall submit to the Department within 24 hours a preliminary report and a final report within two weeks. The final report will include additional safety measures to help prevent reoccurrence.
- F. CM's weekly safety reports shall be reviewed and discussed at all jobsite progress meetings. Discussion shall focus on correction of any deficiencies as well as safety during upcoming work on the look-ahead schedule.
- G. Administer CC's compliance with 10-hour OSHA training requirements and ensure site safety orientation is provided for all construction workers employed on the project.

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

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

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

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

2.0 Post Construction Phase Services

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

2.1.2 CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer and the Program Manager for interpretation. Confer with the Design Engineer and the Program Manager and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each

claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

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

EXHIBIT "B"

PAYMENT SCHEDULE

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

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

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed **One Million One Hundred Thirty-Five Thousand Eight Hundred Dollars (\$1,135,800.00) dollars**. A 20% contingency in the amount of Two Hundred Twenty-Seven Thousand One Hundred Sixty Dollars (\$227,160.00) be included for a total fee of **One Million Three Hundred Sixty-Two Thousand Nine Hundred Sixty Dollars (\$1,362,960.00)**.

The Firm shall be compensated for such services by an amount equal to Two Point Five (2.5) times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits. See attached staffing schedule, with titles, and maximum hourly rates and multipliers.

B. REIMBURSABLE EXPENSES

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

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

Nassau County Department of Public Works
Professional Construction Management Services
NCPD Center For Training and Intelligence Phase 2 - Training Village
RFP# PW - B50699-03CM

STAFFING SCHEDULE AND MAXIMUM HOURL RATES		
NAME / FIRM	Employee Title Classification	2023 Maximum Hourly Rate
Regina Gallagher Marengo P.E. - EEP	Project Executive / Construction Manager	\$ 175.00
Kevin Breen - EEP	Construction Manager	\$ 175.00
Shreya Bhuwania - EnTech	Office Engineer	\$ 110.00
Patrick Smith - EEP	Construction Manager / Site Safety Inspector	\$ 140.00
Franco Marciano - EEP	Project Manager	\$ 138.00
John Cannizzaro - EEP	Project Manager	\$ 128.00
Maulesh Pathak P.E. - EEP	Construction Inspector- Mech, PL + FP	\$ 148.00
Jose Ventura - EEP	Construction Inspector- Mech, PL + FP	\$ 140.00
Paul Saavedra	Construction Inspector- Electrical & FA	\$ 138.00
Eva Shqepa	Construction Inspector- Electrical & FA	\$ 115.00
Signature <u>Regina Gallagher Marengo</u>		
Printed Name : Regina Gallagher Marengo, P.E. Title: President		

Nassau County Department of Public Works
Professional Construction Management Services
NCPD Center For Training and Intelligence Phase 2 - Training Village
RFP# PW - B50699-03CM

STAFFING SCHEDULE AND MAXIMUM HOURL RATES		
NAME / FIRM	Employee Title Classification	2024 Maximum Hourly Rate
Regina Gallagher Marengo P.E. - EEPC	Project Executive / Construction Manager	\$ 175.00
Kevin Breen - EEPC	Construction Manager	\$ 175.00
Shreya Bhuwania - EnTech	Office Engineer	\$ 113.30
Patrick Smith - EEPC	Construction Manager / Site Safety Inspector	\$ 144.20
Franco Marciano - EEPC	Project Manager	\$ 142.14
John Cannizzaro - EEPC	Project Manager	\$ 131.84
Maulesh Pathak P.E. - EEPC	Construction Inspector- Mech, PL + FP	\$ 152.44
Jose Ventura - EEPC	Construction Inspector- Mech, PL + FP	\$ 144.20
Paul Saavedra	Construction Inspector- Electrical & FA	\$ 142.14
Eva Shqepa	Construction Inspector- Electrical & FA	\$ 118.45
Signature <u>Regina Gallagher Marengo</u>		
Printed Name : Regina Gallagher Marengo, P.E. Title: President		

Nassau County Department of Public Works
Professional Construction Management Services
NCPD Center For Training and Intelligence Phase 2 - Training Village
RFP# PW - B50699-03CM

STAFFING SCHEDULE AND MAXIMUM HOURL RATES		
NAME / FIRM	Employee Title Classification	2024 Maximum Hourly Rate
Regina Gallagher Marengo P.E. - EEP	Project Executive / Construction Manager	\$ 175.00
Kevin Breen - EEP	Construction Manager	\$ 175.00
Shreya Bhuwania - EnTech	Office Engineer	\$ 116.70
Patrick Smith - EEP	Construction Manager / Site Safety Inspector	\$ 148.40
Franco Marciano - EEP	Project Manager	\$ 146.40
John Cannizzaro - EEP	Project Manager	\$ 135.80
Maulesh Pathak P.E. - EEP	Construction Inspector- Mech, PL + FP	\$ 157.00
Jose Ventura - EEP	Construction Inspector- Mech, PL + FP	\$ 148.50
Paul Saavedra	Construction Inspector- Electrical & FA	\$ 146.40
Eva Shqepa	Construction Inspector- Electrical & FA	\$ 122.00
Signature <u>Regina Gallagher Marengo</u>		
Printed Name : Regina Gallagher Marengo, P.E.		Title: President

APPENDIX C

COUNTY OF NASSAU

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

1. Name of the Entity: ENSIGN ENGINEERING, P.C.
Address: 1111 Calhoun Avenue
City, State and Zip Code: Bronx, New York 10465
2. Entity's Vendor Identification Number: 13-3750269
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Professional Corporation Other (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):
Regina Gallagher Marengo, P.E. ; 3272 Tierney Place; Bronx, NY 10465
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.
s/a

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.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

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

None

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

Page 3 of 4

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

None

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.

Dated: 01 May 2023

Signed: 

Print Name: Regina Gallagher Marengo

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.

Appendix “EE”

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Regina Gallagher Marengo (Name)

3272 Tierney Place; Bronx, New York 10465 (Address)

347-495-3862 (Telephone Number)

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

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

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

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

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


01 May 2023
Dated


Signature of Chief Executive Officer

Regina Gallagher Marengo
Name of Chief Executive Officer

Sworn to before me this

01 day of May, 2023


Notary Public 05/01/23



7. Compliance with Law.

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

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

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

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

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



Signature

Regina Gallagher Marengo, President
Printed Name and Title

01 May 2023

Date



Nassau County Interim Finance Authority

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

1. Vendor: ENSIGN ENGINEERING, P.C.

2. Amount requiring NIFA approval: \$1,362,960.00

Amount to be encumbered: \$1,362,960.00

Slip Type: New

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

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

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

3. Contract Term: to 30 months 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? Yes

Has NIFA approved the borrowing for this contract? No

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

The Department proposes to enter into a personal services agreement with the firm Ensign Engineering, P.C. to provide Construction Management (CM) services for the Center for Training and Intelligence Phase 2 - Training Village project. The CM services will include pre-construction phase, construction phase and post-construction phase services, in associate with the erection of Phase II of the Center for Training and Intelligence (CTI), a new state of the art, outdoor training complex built to mimic typical Long Island community.

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

05/30/2023

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: _____

CONTRACTOR ADDRESS: _____

FEDERAL TAX ID #: [REDACTED] _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Roseann Dalleva

Department Head Signature

Date

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

Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

Vendor Disclosures

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

Name of Submitting Entity: ENSIGN ENGINEERING, P.C.

Vendor's Address: 1111 Calhoun Avenue Bronx NY US 10465

Vendor's EIN or TIN: [REDACTED]

Forms Submitted: _____

Political Campaign Contribution Disclosure Form: 03/29/2023 02:41:55 pm

Lobbyist Registration and Disclosure Form: 03/29/2023 02:49:04 pm

Business History Form certified: 04/19/2023 08:01:11 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 04/19/2023 08:07:44 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Regina Gallagher Marengo [RGM@ENSIGNENGINEERING.COM]
Date Certified	04/20/2023 05:10:21 pm

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

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

CERTIFICATION

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

Regina Gallagher Marengo	RGM@ENSIGNENGINEERING.COM
Name	

President
Title

ENSIGN ENGINEERING, P.C.
Name of Submitting Entity

04/21/2023 10:59:29 am
Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

Electronically signed and certified at the date and time indicated by:
Regina Gallagher Marengo [RGM@ENSIGNENGINEERING.COM]

Dated: 03/29/2023 02:41:55 pm

Vendor: ENSIGN ENGINEERING, P.C.

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.

NONE

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

NONE

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

NONE

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

NONE

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

NONE

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

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

YES [] NO [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:
Regina Gallagher Marengo [RGM@ENSIGNENGINEERING.COM]

Dated: 03/29/2023 02:49:04 pm

Vendor: ENSIGN ENGINEERING, P.C.

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: Regina Gallagher Marengo
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
Business Address: 1111 Calhoun Avenue
City: Bronx State/Province/Territory: NY Zip/Postal Code: 10465
Country: US
Telephone: 7188635590
Other present address(es): None
City: Bronx, NY State/Province/Territory: NY Zip/Postal Code: 10465
Country: US
Telephone: 13474953862

List of other addresses and telephone numbers attached

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

President	<u>10/20/1993</u>	Treasurer	<u>06/13/2017</u>
Chairman of Board		Shareholder	
Chief Exec. Officer	<u>10/20/1993</u>	Secretary	<u>06/13/2017</u>
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.
100% of shares

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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, Regina Gallagher Marengo , 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, Regina Gallagher Marengo , 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.

ENSIGN ENGINEERING, P.C.

Name of submitting business

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

Regina Gallagher Marengo RGM@ENSIGNENGINEERING.COM

President

Title

04/20/2023 05:10:21 pm

Date

Business History Form

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

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

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

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

Date: 03/29/2023

1) Proposer's Legal Name: ENSIGN ENGINEERING, P.C.

2) Address of Place of Business: 1111 Calhoun Avenue

City: Bronx State/Province/
Territory: NY Zip/Postal
Code: 10465

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

--

4) Dun and Bradstreet number:

5) Federal I.D. Number:

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

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

--

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

YES ☐ NO ☒ If yes, please provide details:

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

- 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.

We would notify the County and abide by their guidelines.

- 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;

10/20/1993

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.

Regina Gallagher Marengo
3272 Tierney Place
Bronx, NY 10465
President

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

Regina Gallagher Marengo
3272 Tierney Place
Bronx, NY 10465
President

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

18

vi) Annual revenue of firm;

2100000

vii) Summary of relevant accomplishments

This is our 30 year of business and we have had the good fortune to work with NYS, NYS, Nassau County, PANYNJ and a myriad of other private and public entities with great success over the years.

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

1 File(s) uploaded: EEPC NYSED Certificate of Authorization.pdf

B. Indicate number of years in business.

30

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

30 years of business, with repeat clients.

- 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	VAUGHN COLLEGE OF AERONAUTICS		
Contact Person	Sharon Devivo		
Address	86-01 23rd Avenue		
City	Queens	State/Province/Territory	NY
Country	US		
Telephone	(718) 429-6600		
Fax #			
E-Mail Address	sharon.devivo@vaughn.edu		

Company	NYC Health & Mental Hygiene		
Contact Person	Patric Regan		
Address	455 First Avenue		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(917) 848-4110		
Fax #			
E-Mail Address	pregan@health.nyc.gov		

Company	City of Glen Cove		
Contact Person	Louis Saulino		
Address	9 Glen Street		
City	Glen Cove	State/Province/Territory	NY
Country	US		
Telephone	(631) 880-1430		
Fax #			
E-Mail Address	lousaulino@yahoo.com		

I, Regina Gallagher Marengo , 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, Regina Gallagher Marengo , 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

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Name of submitting business: ENSIGN ENGINEERING, P.C.

Electronically signed and certified at the date and time indicated by:
Regina Gallagher Marengo RGM@ENSIGNENGINEERING.COM

President

Title

04/20/2023 02:32:44 pm

Date

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

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

**ENSIGN ENGINEERING PC
1111 CALHOUN AVENUE
BRONX, NY 10465-1800**

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



**CERTIFICATE NUMBER
0017912**


**BETTY ROSA
INTERIM COMMISSIONER OF EDUCATION**



PROFESSIONAL ENGINEERING
&
COMSTRUCTION MANAGEMENT & INSPECTION

2022

COMPANY PROFILE

ENSIGN ENGINEERING, P.C., is multidiscipline engineering firm, whose principals and associates provide consulting and design expertise in engineering and construction management. We are “hands-on” engineers, with the principals intimately involved in each phase of a project from initial planning to final commissioning.

ENSIGN ENGINEERING, P.C. established in 1993, is certified with the Federal Government as a Veteran Owned Small Business (VOSB) as well as a WBE/DBE by most New York State and City agencies including, New York City DDC, NYS DOT, NYC School Construction Authority and the Port Authority of New York & New Jersey.

ENSIGN ENGINEERING, P.C.'s mission is to provide first-rate civil, mechanical, electrical, plumbing and fire protection design and construction engineering services on municipal, private, institutional, industrial and commercial projects. Ensign Engineering, P.C. has in-house architectural services typically for ancillary work required by interior space re-use or interior fit-outs. The company's principal officer is:

Regina Gallagher Marengo, P.E., President

Depending upon the scope of a project, ENSIGN ENGINEERING, P.C. in addition to its core group of 26 engineers and designers, is readily able to team with and retain and manage a team of professional sub-consultants. Our location in the New York metropolitan area gives us ready access to an extensive pool of experienced professionals.

The goal of ENSIGN ENGINEERING, P.C. is to deliver projects on time, within budget, expertly designed, and in complete compliance with the Client's scope of project. Areas of engineering expertise include the following:

- Existing MEP Condition Surveys and Analysis
- Civil Engineering
- Energy Audits
- MEP Design and Construction Management
- HVAC Upgrades and reconstruction
- Boiler upgrades and reconstruction
- Electric service, distribution, power and lighting
- Fire suppression, sprinkler and standpipe
- Fire detection and Fire Alarm
- Commissioning



Engineering Experience

ENSIGN ENGINEERING, P.C. provides Civil, Mechanical, Electrical and Plumbing/Fire Detection and Fire Suppression Engineering Services for a variety of clients. We have worked as Prime Consultant (on engineering driven projects) and equally well as a Sub-Consultant on architecturally driven projects. We have a staff of highly experienced designers, engineers, construction inspectors and commissioning engineers that are dedicated and devoted to the quality of our designs incorporating the latest technology.

The overall goal of **ENSIGN ENGINEERING, P.C.** is to deliver projects on time, within budget, properly designed, and in complete compliance with the owner's requirements. Our staff has become expert in designing to the latest proven technologies, and includes PEs, EITs and designers who have years of experience. Our goal of meeting or improving design schedules and budgets has been attained on all of our projects.

Our experience in providing Civil and MEP designs to both public and private sector clients has been extremely positive. On all of our projects we have had excellent performance reviews and maintained successful relationships

Our approach to projects and procedures follows a method tested, proven and fine-tuned since our inception. The engineering strength of **ENSIGN ENGINEERING, P.C.**, is really our people. We have developed a highly capable staff that is willing to work hard, eager to learn more and always striving to improve performance. Our clear and underlying vision is mission, and the execution of that mission.

Our professional and technical staff consists of accredited professionals with experience in sustainable Energy Star design. With our licensed professional engineers, and quite literally centuries of experience we are confident that we can address client needs expertly and promptly.

For most assignments, we have Thomas Gucciardo, P.E. as our Executive in Charge of **ENSIGN ENGINEERING, P.C.** The team that Mr. Gucciardo assembles for each project consists of a highly experienced and motivated staff of engineers and technicians – all experienced in design and construction.

Overseeing all **EEPC** projects and responsible for quality control, peer reviews and quality assurance is Regina Gallagher Marengo, P.E., President of **ENSIGN ENGINEERING, P.C.**

As you will see from our experience and qualifications, **EEPC** has developed significant expertise in institutional, commercial and infrastructure upgrades, modernizations and alterations.





NYC SCHOOL CONSTRUCTION AUTHORITY

Over the past decade, Ensign Engineering P.C. has been providing Engineering and Architectural Services for the NYCSCA. Our work has spanned the five boroughs in New York City and has touched over one hundred schools. The projects have been diverse in scope, and have included but not limited to:

Park West High School

EEPC was assigned to provide services to provide school wide ventilation and HVAC upgrade for this 6 story, 400,000 square foot school. The HVAC design system included 2- 700 ton chillers and cooling tower.

Location: Manhattan, New York
Services: MEP design & CP Services
Project Value: \$26 Million
Design: 2015/2017



Brooklyn Technical HS

EEPC was commissioned to design the alteration of three existing classrooms into a state of the art teaching learning center. Alteration of the classrooms included electric service, lighting, learning stations and HVAC.

Location: Brooklyn NY, New York
Services: MEP Design & CP Services
Project Value: \$1.6 Million
Design: 2013/2015



Eastern District HS

Scope of the project included a new emergency generator room for the relocated ATS from the electric service room to the new emergency room. The Emergency Generator set was a gas fired W.A. Kraft model number 17060, 3-phase, brushless synchronous generator with capacity of 175KW.

Location: Brooklyn NY, New York
Services: MEP Design & CP Services
Project Value: \$900,000
Design: 2009/2010



NYC SCHOOL CONSTRUCTION AUTHORITY

IS 61R

I.S.61R is a 3-story building with a concourse and a sub concourse, constructed in 1970, the building is approximately 172,000 square feet. There are three places of assembly in the school; Gym, Cafeteria and Auditorium, each having distinctive Fire Alarm and PA requirements. Additionally the school has four holding area rooms for Fire Department access to students during a fire.

Location: Staten Island, New York
Services: Fire Alarm
Project Value: \$1.4 Million
Design: 2014



PS 67K

P.S.67K is a 5-story building dating from 1922. An addition was built in 1940. The building is approximately 115,000 square feet. There are four places of assembly in the school: the auditorium, cafeteria and playroom on the 1st floor and a gym on the 4th. The new Fire Alarm and Communication

Location: Brooklyn, New York
Services: Fire Alarm
Project Value: \$1.2 Million
Design: 2014

Park West High School

Ensign Engineering PC as Prime and under contract to the NYC School Construction Authority prepared contract documents for upgrade of the electric service. A new 2000Amp, 208 V service switch was added to the existing service. The additional service switch was required to provide power to the chiller mechanical room where new chilled water supply and return pumps were to be installed. Load letters were submitted to Con Edison for the additional electrical loads.

Location: Manhattan, New York
Services: Electrical Upgrade
Project Value: \$525,000
Design: 2014/2016





New York City Department of Education

Junior high School 180Q is located in close proximity to JFK Airport and is being soundproofed under the Port Authority of NY & NJ's Aircraft Noise Abatement Program.

Sound proofing will be accomplished by the introduction of air-conditioning to classroom & other qualified spaces and the replacement of the curtain wall with a new one having better acoustic performance. These efforts will require other incidental architectural and structural work. Increased electric service will be needed to power the new mechanical equipment. Asbestos has been identified in several of the building's materials and will require abatement.



Several mechanical options to provide air conditioning were considered for HVAC with the final design based upon roof mounted central HVAC plant including energy efficient gas fired absorption chillers providing dual temperature water to individual fan coil units in each of the rooms to be air-conditioned. Ventilation (outside air) is ducted to the individual fan coil units for cooling or heating and then distributed within the room.

Electric power requirements for central plant required a new 3000 A. 208V service to be located in a new Electric Service Room. The new distribution system will include new Power & Lighting panels throughout the school. Existing hung ceilings in classrooms and offices will be replaced with new ceilings. New parabolic 2'x 4' recessed lighting fixtures are provided assuring a low brightness, 50 foot candle lighting level throughout. A complete replacement of the existing Fire Alarm System with new state of the art addressable fire alarm system is provided.

ENSIGN ENGINEERING, PC is the MEP Sub-Consultant on this school modernization which includes complete MEP design including electric service reinforcement, sprinkler system alteration and new energy efficient HVAC using the latest technology in gas absorption chillers, start up and commissioning. (Architect: Amman & Whitney)

Location:	Queens, New York
Services:	MEP Design and CP Services
Project Value:	\$6.8 Million
Design:	2013



American Airlines, LaGuardia Airport



Ensign Engineering PC as sub-consultant on the Corgan Architects/J. Loring Associates team provided Plumbing and Fire Protection design and construction inspection services for the multi-faceted alteration of the American Airlines Terminal at LaGuardia Airport.

Location: Queens, New York
Services: Plumbing FP
Project Value: \$6.8 Million
Design: 2013

Western Management Corporation

Ensign Engineering PC has worked with the Western Management Corp quite literally from our inception. Our long running relationship with this stateside division of the MacTaggart Group has always been a challenging and enlightening endeavor. Although much of our efforts have been in the 17 story home office building on 5th Avenue, we have often and worked on their other buildings throughout the City.



Building engineer at this 17-story building. Services included pre-purchase and inspection services for owner, MEP design of tenant suites ranging from 1000SF. units, to full floor office suites. Designed and supervised the construction upgrading the 700 ton central steam absorption chiller and supply air distribution system. ENSIGN ENGINEERING provides open services on a continuing basis at this building.

Location: 589 5th Avenue, NYC
Services: MEP Engineering Services
Project Value: Engineering Fees 50K-300K
Design: 2009

Alteration of 16 story multi-use building into jewelry center office, manufacturing and exchange center. Building electric service was reinforced, from 1200 amps to 6000 amps. Exchange air conditioning was increased from 30 tons existing to almost 100 tons. Offices were designed with new HVAC and electric service.

Location: 55 West 47th Street, NYC
Services: MEP Engineering Services
Project Value: Engineering Fees 50K-3000K
Design: 2009





MEP ENGINEERING PORTFOLIO

New York Power Authority- NYPA



Starting in April, 2004, Ensign Engineering P.C. began a multi-year “On Call-Task” agreement with the New York Power Authority to provide MEP consulting and design engineering at NYPA’s White Plains Headquarters.

Included in our scope of services are MEP tenant fit-outs and base building alterations including HVAC, Plumbing, Sprinkler System, Electric Power and Lighting and Fire Alarm System.

Projects Included:

4th Floor Tenant Fit-Out (27,000 SF)
6th Office and Trading Room (27,000 SF)
9th Floor Tenant Fit-Out (10,000 SF)

Location:

Services:

Project Value:

Design:

55 West 47th Street, NYC
MEP Engineering Services
Engineering Fees 15k – 85k
2004- Current

Battery Park City Authority- BPCA

Ensign Engineering P.C. provided “On Call” engineering design and construction phase services on 23 project Tasks over a four year period. Engineering services included:

For the South Neighborhood Street Light Upgrade project we prepared bid plans and specifications to upgrade feeder cables to approximately 140 street light poles.



For the South Cove Marina- Blue Light Upgrade Task, EEPC prepared bid plans and specifications to upgrade conduit, feeder cables, electric switches, junction boxes and pole lamps to achieve the architects light effect.

Location:

Services:

Project Value:

Design:

Battery Park City, NYC
MEP Engineering Services
600k – 1.2M
2015

Aramark – Various Schools and Churches

Ensign Engineering P.C. was tasked by ARAMARK to undertake a full review of the existing conditions of many of the Archdiocese of New York's Schools and Churches. Much of their existing infrastructure has been around for over a half a century (or much more) and the needs and the requirements have to be established to quantify what can be done fiscally.

Working closely with the ARAMARK staff, prioritization of the work requirements is a key factor in the evaluation process – and life safety issues always take priority.

Ensign Engineering, PC oversees and provides Preliminary Planning, Design, Bid and Construction Phase services.



Tasked by ARAMARK to survey the existing boiler room and boiler and prepare a findings and recommendation report. The entire site facility includes the church proper, a five story school and residence, and stand-alone gym/auditorium building. Facility heating was provided by No 2 oil fired Cast Iron boiler rated about 60 HP. Boiler was beyond useful life and replaced with two boilers each rated 47 HP. Design incorporated Energy Conservation Measures including high efficiency dual fuel boilers and boiler lead/lag controls. Ensign Engineering, PC provided Preliminary Planning, Design, Bid and Construction Phase services.

Location: Holy Rosary, Bronx NY
Services: MEP Engineering Services
Project Value: \$400K
Design: 2014



Church Boiler was oil fired steam boiler with single pipe heating. Boiler was beyond its useful life and was replaced in kind with dual fuel boiler rated at 790 MBH.

EEPC services included existing conditions survey, design plans and specifications and construction phase services.

Location: Immaculate Conception, Bronx NY
Services: MEP Engineering Services
Project Value: \$440K
Design: 2015



Port Authority of New York/New Jersey (PANYNJ)

Under a grant from USODT/FAA and administered by the PANYNJ, Ensign provided services on behalf of the owner associated with the building improvements. Our assistance included support during the design, bidding, construction, and commissioning / close out phases of the projects, which ran in parallel at the two schools.

The improvements sound abatement, electric and gas service upgrades and a new central, energy efficient HVAC plant for these two schools in the Bronx.

St. Anslem School- located in the Bronx, on a three acre campus is comprised of a four (4) story Building A (1908) and a three story extension Bldg. B (1956). Floor area is approximately 50,000 sf. There are approximately 24 classrooms and multi-purpose spaces and other related instructional and educational spaces in this building (gymnasium, auditorium, etc.). The school student population is currently 600 students. Construction was limited to summer recess periods when full school access was possible.



St. Athanasius School is located in the Bronx on a two acre campus. Built in 1965 with four (4) floors including the basement level. The total floor area is 48,000 sf with approximately 16 classrooms and several multi-purpose spaces which include a gymnasium, cafeteria/assembly and chapel. The student population is currently 362 students, however this number is expected to increase to 400+ due to the positive demographics of the neighborhood. To accommodate this increase, the fourth floor which is currently leased, will be converted into classrooms.

Location:	Bronx, NY
Services:	MEP Engineering Services
Project Value:	10.2 M Combined
Design:	2013

The Shubert Organization

EEPC was one of several MEP Design Engineers for the Shubert Organization. Projects have ranged from design of ADA compliant toilets in seventeen theatres, to HVAC and electrical upgrades at several theatres.



Winter Garden Theatre-

EEPC designed the HVAC upgrade and electric service reinforcement on this 12M renovation.

Promenade Theatre-

Ensign provided MEP services to upgrade the malfunctioning HVAC system following production company complaints.



Shubert Theatre-

The Shubert Theatre is just one of the theaters' that EEPC provided MEP services to make waiting rooms and toilets ADA compliant.

Location:	New York City, NY
Services:	MEP Engineering Services
Project Value:	Engineering Fees 50K- 100K
Design:	2010



MEP ENGINEERING PORTFOLIO

Grandland China Expo Center

Ensign Engineering PC as MEP sub-consultant to owner prepared contract documents for this 400,000 square foot warehouse that was converted to an exposition center.

The preliminary planning was to obtain NYSERDA financing for an energy efficient chiller plant based upon gas absorption technology. Cooling load analysis and Expo operations resulted in selection of four two effect direct gas fired absorbers.



The HVAC system was, designed, bid, constructed, commissioned and is now in operation. Ensign Engineering, PC provided Design and Construction Phase services. The owner was the General contractor. Bid documents were issued December, 2009 and HVAC commissioning was completed in 2010.

Location: Queens, NY
Services: MEP Engineering Services
Project Value: \$6.5M
Design: 2009



Norton Asset Management

Ensign Engineering P.C. was tasked to evaluate the operational performance and condition of three roof top units serving the buildings upper three floors with heating and air conditioning. Each floor is divided into zones conditioned by VAV boxes s. Each VAV box has its own thermostat to control space temperatures.

Location: Brooklyn, NY
Services: HVAC Consultant
Project Value: N/A
Design: 2012



MEP ENGINEERING PORTFOLIO

New York City Police Department



Ensign Engineering P.C. was selected as the MEP member of the team renovating the NYPD's Property Clerk building in the South Brooklyn Landmark District. NYPD was in the process of moving all their printing operations to this location and had purchased sophisticated printing and binding equipment with particular electrical requirements. Our experienced Electrical Engineers analyzed the immediate and anticipated future load requirements in order to replace the electrical service which had been damaged by Superstorm Sandy.

Location: South Brooklyn, NY
Services: Electrical Engineering Services
Project Value: \$900K
Design: 2017

Saint Anselm School

Ensign engineering P.C. as MEP Design Engineer, surveyed the existing electric service which consisted of one set of four conductors at 500 kV supply at a total of 400 amps, 3-phase, 120/208-volt service.

Following the submittal of electric load letter to Con-Edison the latter agreed to disconnect existing service to provide new service of three #500 kV conductors 1200AMP Service.

Location: Bronx, NY
Services: Electrical Engineering Services
Project Value: \$418K
Design: 2016





MEP ENGINEERING PORTFOLIO

VSP- Marchon Eyewear, INC.

Ensign Engineering P.C. teamed with Kostow Greenwood Architects on a gut alteration of 9th and 10 floors, each of 5000 sf.

Ensign Engineering, PC scope of services is complete MEP base building alterations including: Initial site surveys

- New York State and City Energy Conservation Code Compliance
- HVAC ducting mains, branches, VAV distribution and controls connected to Owner provided AC units.
- Ninth floor exposed ducting design for VSP
- Tenth floor concealed ducting for VSP and sub-tenant.
- Plumbing both floors including ADA compliant toilets, pantries.
- Sprinkler piping and distribution for new architectural layout
- Electric Power and Lighting
- Fire Alarm System coverage connected to base building FAS



Location: Manhattan, NY
Services: MEP Design & CP Services
Project Value: Engineering Fee \$50K
Design: 2015



New York Psychiatric Institute

Ensign Engineering PC as Sub Consultant to FPM Group, provided full MEP services for the conversion of the existing library on the 6th floor to new office space. The Mechanical work included new HVAC equipment and ductwork, complete alteration of the Fire Sprinkler system and Plumbing work to suite the tenant's requirements. The Electrical work included new sub panels, lighting, power and low voltage systems to meet the tenant's requirements. The Fire Alarm system was also modified in accordance with the new floor plan.

Location: Manhattan, NY
Services: MEP Design & CP Services
Project Value: \$750K
Design: 2018

McNally Restaurants

Ensign Engineering P.C. teamed with Richard Lewis Architects to provide MEP design service for multiple Keith McNally restaurants.



BALTHAZAR RESTAURANT @ 80 SPRING STREET, NYC

Alteration of 5000 square foot factory floor and basement into 140 seat upscale restaurant. Basement housed new prep kitchen, bread and pastry bakeries, lounge and administrative offices. EEPC provided design and construction phase services for main and prep kitchens, HVAC system, plumbing, and fire protection.

Pulino's @ 282 Bowery, NYC

Alteration of two adjoining street level retail spaces on Manhattan's hot lower east side into a modern pizza restaurant with outdoor café. EEPC provided design and construction phase services for main and prep kitchens, HVAC system, plumbing, and fire protection. Basement housed new prep kitchen, butcher shop, toilets, staff locker rooms, administrative offices, and mechanical spaces.



Cherchi Midi, Manhattan

Ensign Engineering PC as MEP Design Engineer surveyed the existing electric service and distribution in this mixed use four story residential building. The existing service consisted of one set of four #3 conductors (200AMP residential and 400AMP first floor retail space).

Location:	Manhattan, NY
Services:	MEP Design & CP
Project Value:	Total Fee: \$200K
Design:	2013-2015

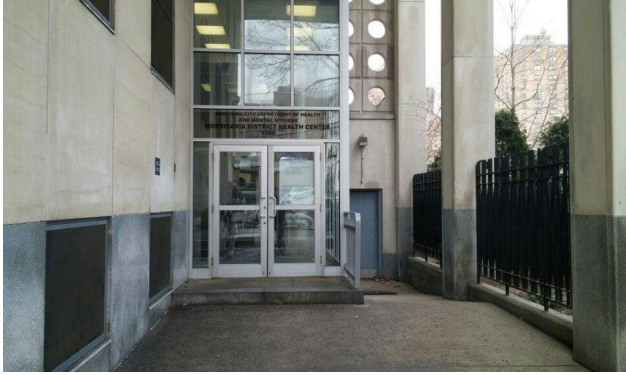




MEP ENGINEERING PORTFOLIO

NYC Department of Health and Mental Hygiene

Starting 2019, Ensign Engineering P.C. began a One Year 'On Call' agreement with the NYC DOHMH to provide Professional Engineering consulting and engineering services at various DOHMH facilities throughout NYC.



Morrisania HC, Bronx NY

EEPC provided interior and exterior building, windows and roofs inspections to determine extent of damage due to water infiltration. EEPC produced official Building Assessment and Report of findings.

Chelsea HC, Manhattan NY

EEPC provided provide inspection and report to assess the conditions of the ceiling construction in general throughout the building to determine if the installation was according to plan and determine the collapse to a portion of the ceiling. EEPC was on site the same day that the collapse was reported.



Williamsburg HC, Brooklyn NY

EEPC provided interior and exterior building, windows and roofs inspections to determine extent of damage due to water infiltration. EEPC produced official Building Assessment and Report of findings.

Location:	Manhattan, NY
Services:	MEP Design & CP
Project Value:	Engineering Fees- 9k to 12K



CONSTRUCTION MANAGEMENT CONSTRUCTION INSPECTION PORTFOLIO

Vaughn College of Aeronautics & Technology

Ensign Engineering PC as Owner's Representative during construction phase from Nov. 2011 to completion. Responsible for assuring owner of construction compliance in accordance with the Contract documents. Construction, observations and inspections included structural, roofing, exterior modifications, MEP, asbestos abatement and compliance with project acoustic goals. Work was financed under grant from USDOT/FAA and administered by the PANYNJ. Working with the Owner, the EEPC principal on the project – Regina Gallagher Marengo – solidified a change in program use to create a new library space from the previous admin are. Working the space change into the ongoing construction was a total windfall for the College and spurred another space change as well. This outside of the box thinking made a tremendous difference in the College operation and transformed an old institution into a state of the art facility.



Location: Queens, NY
Services: Owners ReP/Con Insp
Project Value: \$32M
Design:

Location: Hewlett, NY
Services: Construction Manger
Project Value: \$15M
Design:

Nassau County 4th Pct.

Ensign Engineering PC was Construction Manager during construction phase from February 2016 to completion. EEPC was Responsible for assuring owner of construction compliance in accordance with the contract documents. Construction management, observations and inspections included structural, roofing, exterior modifications, MEP, asbestos abatement and compliance with project security requirements. Problem solving on the project was crucial to stay on schedule, and we pushed alternate designs to reduce construction costs and improve the overall project. Work was financed under grant from Governor's Office of Storm Recovery so another layer of administration was added to the overall project. Many stakeholders had interest during the construction cycle and EEPC was instrumental in keeping the unified goal in sight. The needs of the end-users had to be dove-tailed with the ultimate budget constraints. The end product was considered a success by all the team players the turn-over for the Police Department from their old Precinct to the new Precinct had to be worked down to the tiniest of details, but on the day of transfer, the process worked perfectly.





CONSTRUCTION MANAGEMENT & CONSTRUCTION INSPECTION

Jacobi Medical Center, Bronx, New York

ENSIGN ENGINEERING provided construction management and inspection for all underground utilities including a new 12-inch water main, new 36-inch RCP combined sewer and new 30-inch ductile iron private sewer. A new 8-story hospital was located on a 60-acre site and required an on site detention system for site drainage and building storm water.



World Trade Center- Redevelopment

EEPC as sub consultant to PB-URS, provided CM and Construction Inspection services for various projects for the PANYNJ World Trade Center Reconstruction.

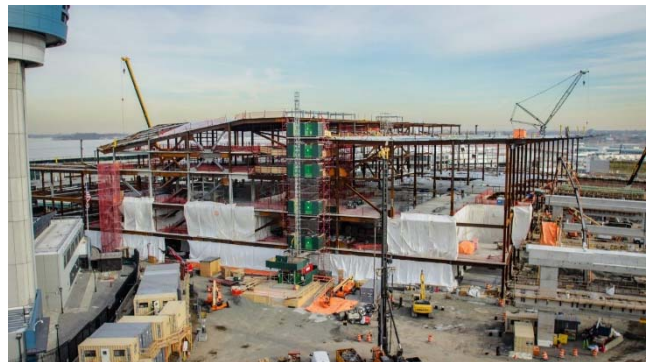




CONSTRUCTION MANAGEMENT & CONSTRUCTION INSPECTION

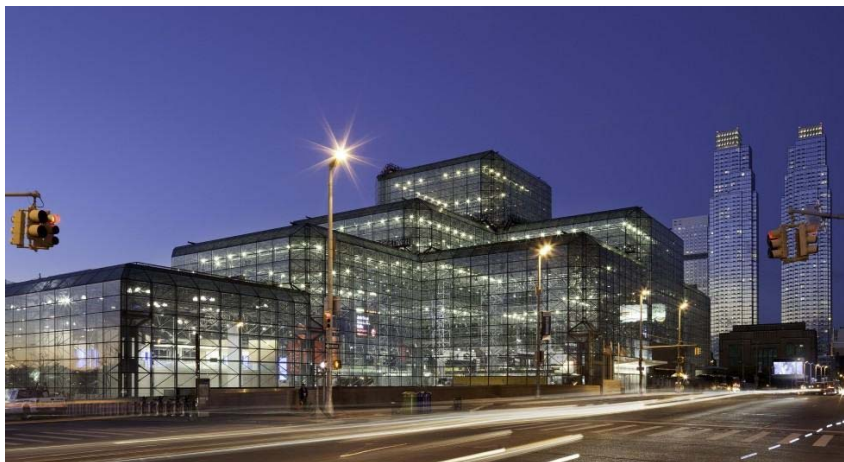
Laguardia Airport

EEPC as sub consultant to STV-Tishman, is providing CM and Construction Inspection services for various projects for the LaGuardia Airport rebuild.



Jacob Javits Center

EEPC as sub consultant to Tectonic, is providing Construction Inspection services for various projects at The Jacob K. Javits Convention Center





CONSTRUCTION MANAGEMENT & CONSTRUCTION INSPECTION

City of Glen Cove, Nassau County
EEPC as Prime Construction Managers holds an open service contract with the City of Glen Cove DPW, to provide as needed CM services for various city projects



Battery Park City Authority On-Call Service Contract

Ensign Engineering P.C. provided "On Call" construction management and inspection services on 23 project tasks over a four year period.





*CONSTRUCTION MANAGEMENT
& CONSTRUCTION INSPECTION*

**NYC Department of Design and Construction
Colden Street Area Reconstruction**

Ensign Engineering as prime consultant provided the services of Community Liaison, Office Engineer, and Inspectors.



Queens Midtown Tunnel- Plaza Lighting Upgrade

EEPC as sub-consultant to The Liro Group, provided CM and inspection services for the upgrade of the plaza lighting at the Manhattan entrance to the Queens Midtown Tunnel





MTA – TRIBOROUGH BRIDGES & TUNNEL AUTHORITY

ON-CALL CONSTRUCTION INSPECTION SERVICES

Three Year Open service agreement to provide construction inspection services on an as needed basis for the various TBTA facilities in the New York City area. Most recent assignment was to provide the chief inspector to oversee the installation of the Variable Message Signs on the



Throgs Neck Bridge. This contract is the second Open Service agreement with the TBTA



COUNTY OF NASSAU

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

1. Name of the Entity: ENSIGN ENGINEERING, P.C.

Address: 1111 Calhoun Avenue

City: Bronx State/Province/Territory: NY Zip/Postal Code: 10465

Country: US

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

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

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

1 File(s) uploaded: EEPC BD OF DIRECTORS LIST.pdf

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

If none, explain.

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.

None

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

Are there lobbyists involved in this matter?

YES [] NO [X]

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

None

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

None

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

None

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:

Regina Gallagher Marengo [RGM@ENSIGNENGINEERING.COM]

Dated: 04/19/2023 08:07:44 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.

Ensign Engineering, P.C.

CONSULTANT ENGINEERS

VETERAN OWNED (VOSB)
WOMAN OWNED (WBE)

1111 CALHOUN AVENUE
BRONX, NEW YORK 10465
(718) 863-5590 FAX (718) 863-6178
www.ensignengineering.com

April 18, 2023

ENSIGN ENGINEERING , P.C. BOARD OF DIRECTORS LIST

Regina Gallagher Marengo

Sarah Gallagher

Janet Gaines

John Cannizzaro

Franco Marciano





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2023

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

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

PRODUCER Risk Strategies Company 750 Third Avenue 15th Floor New York, NY 10017	CONTACT NAME: Certificate Department PHONE (A/C, No. Ext): (212) 867-3550 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Ensign Engineering, P.C. 1111 Calhoun Avenue Bronx NY 10461	INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company INSURER B: Valley Forge Insurance Company INSURER C: Hartford Fire Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 13056 20508 19682

COVERAGES**CERTIFICATE NUMBER:** 73976054**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0001891	12/19/2022	12/19/2023	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 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001373	12/19/2022	12/19/2023	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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0001178	12/19/2022	12/19/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	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 type="checkbox"/>	N/A	4024320646	11/13/2022	11/13/2023	<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	Professional Liability			10 OH 0407419-22	10/11/2022	10/11/2023	\$3,000,000 Each Claim \$3,000,000 Annual Aggregate

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

Reference: B506699-03CM - NCPD Training Village

CERTIFICATE HOLDERCounty of Nassau
1994 Prospect Avenue
Westbury NY 11590**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: March 21, 2023

SUBJECT: Center for Training and Intelligence Phase 2 – Training Village
1 Law Enforcement Way / Garden City, NY
Recommendation of Firm for Construction Management Services

The Nassau County Department of Public Works (NCDPW) desires to procure professional Construction Management (CM) services including pre-construction phase, construction phase and post-construction phase services, in association with the erection of Phase II of the Center for Training and Intelligence (CTI), the creation of a new, state of the art, outdoor training complex built to mimic any typical Long Island community. This outdoor training complex will consist of ten (10) individual structures (3 dwelling types, a house of worship, school, train station, gas station, precinct house, bank, restaurant) and associated site improvements including paving, grading, drainage, lighting, and landscaping at the existing CTI Facility, 1 Law Enforcement Way, Garden City, NY.

The County received ten (10) responses to the "Request For Proposals" (RFP).

The technical proposals were evaluated by professional staff within the Department by, Douglas Tuman, Deputy Commissioner, Joseph Amerigo, Project Manager IV, Valiant Yeung, Architect III and Robert LaBaw, Architect IV. The results of the Technical Evaluation including Cost Proposals are compiled on the attached "Technical Rating Summary" and "Memo to File".

DPW recommends that the Ensign Engineering, P.C. (Ensign) proposal, a high rated firm with a fee representing the best value to the County of One Million One Hundred Thirty-Five Thousand Eight Hundred Dollars (\$1,135,800.00), be retained to provide professional construction management services associated with the NCPD Center for Training and Intelligence Phase 2 project. DPW recommends a 20% contingency in the amount of Two Hundred Twenty-Seven Thousand One Hundred Sixty Dollars (\$227,160.00) be included for a total fee of One Million Three Hundred Sixty-Two Thousand Nine Hundred Sixty Dollars (\$1,362,960.00). Any funds remaining at the conclusion of the project shall be disencumbered.

We are requesting authorization to use Department Agreement Number B50699-03CM with Ensign to provide professional construction management services for the work associated with the construction of the NCPD Center for Training and Intelligence Phase 2 – Training Village, 1 Law Enforcement Way, Garden City, NY.

Funding for these professional services is available under capital project 50699 Police Academy.



Office of the County Executive

Att: Arthur T. Walsh, Chief Deputy County Executive

Page 2

March 21, 2023

Subject: Center for Training and Intelligence Phase 2 – Training Village
1 Law Enforcement Way/Garden City, NY
Recommendation of Firm for Construction Management Services

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



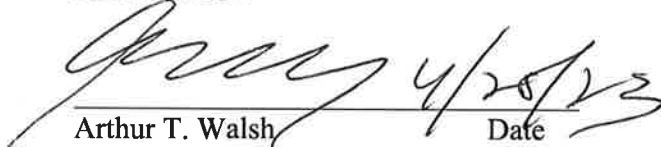
Kenneth G. Arnold
Commissioner

KGA:DT:pl

Attachment

c: Douglas Tuman, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner
Jane Houdek, Public Works Attorney
Joseph Amerigo, Project Manager IV
Robert LaBaw, Architect IV

APPROVED:



Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

ARTHUR T. WALSH
Chief Deputy County Executive

REQUEST TO INITIATE

RTI Number 22-0002

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 OrderProject Title: Construction Management Services – NCPD Training VillageDepartment: Public Works Project Manager: Robert LaBawDate: December 31, 2021Service Requested: Construction Management Services

Justification: Providing Construction Management services in connection with the erection of a series of buildings and roadways to mimic a typical Long Island community - all used to instruct Police Recruits in realistic settings. This project may be administered through a PLA. Project requirements exceed current staffing abilities and expertise.

Requested by: DPW / Buildings

Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction CM/Equipment) \$1,080,000.00
Circle appropriate phaseTotal Project Cost: \$11,000,000.00Date Start Work: 9/2022Duration: 30 Months

Includes, design, construction and CM

Phase being requested

Phase being requested

Capital Funding Approval: YES ☐ NO ☐Rossann DALLEVA01-5-22

SIGNATURE

DATE

Funding Allocation (Capital Project):

See Attached Sheet if multi ☐ year

NIFS Entered :

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code: 50699-003

Timesheet Code:

22-0002

use this on all encumbrances

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 ☐

DCE/Ops Approval:

YES ☐ NO ☐

SIGNATURE

SIGNATURE

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

	Vendor	Quote	Comment Sheet	See Attached
1.				
2.				
3.				
4.				

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Robert Labaw, Architect IV, Project Manager

FROM: Office of the Commissioner

DATE: March 24, 2022

SUBJECT: CSEA Sub-Contracting Approval
C22-0002 – Proposed Contract Number: B50699-03CM
Construction Management Services
NCPD Center for Training and Intelligence Phase 2 – Training Village
1 Law Enforcement Way/Garden City

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 **C22-0002**.

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

C22-0002

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

FROM: Department of Public Works

DATE: March 16, 2022

SUBJECT: CSEA Notification of a Proposed DPW Contract
Construction Management Services
NCPD Center for Training and Intelligence Phase 2 - Training Village
1 Law Enforcement Way / Garden City, New York
Contract No: **B50699-03CM**

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 authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
Construction Management Services
2. The work involves the following:
Providing Construction Management services in connection with the erection of a new, series of buildings and roadways will mimic a typical Long Island community with various types of dwellings, a house of worship, train station, gas station, convenience store, and school building, all used to instruct Police Recruits in realistic settings. This project may be administered through a PLA. Project requirements exceeds current staffing abilities and expertise.
3. An estimate of the cost is: \$1,080,000.00
4. An estimate of the duration is: Thirty (30) months

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

Roseann D'Alleva

Roseann D'Alleva
Deputy Commissioner

RD:DT:jd

c: Jose Lopez, Director, Office of Labor Relations
Seth Blau, Deputy Director, Office of Labor Relations
Douglas Tuman, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Management Unit
Diane Pyne, Unit Head, Human Resources Unit
Robert LaBaw, Architect IV, Project Manager
Elizabeth Cotton, Office of Labor Relations



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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Regina Gallagher Marengo, President

April 17, 2023

Name and Title of Authorized Representative

m/d/yy



Signature

4.17.23

Date

ENSIGN ENGINEERING, P.C.

Name of Organization

1111 Calhoun Avenue; Bronx, New York 10465

Address of Organization

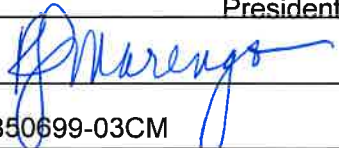
Instructions for Certification

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

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	ENSIGN ENGINEERING, P.C.
Address (street/city/state/zip code):	1111 Calhoun Avenue; Bronx, New York 10465
Authorized Representative (name/title):	Regina Gallagher Marengo, P.E. President
Authorized Signature:	
Contract Number:	PW-850699-03CM
Contract/Project Name:	CM for NCPD Center for Training & Intelligence - Phase 2 - Training Village
Contract/Project Description:	Construction Management for the Phase 2 Construction of a Training Village for the NCPD for Training and Intelligence

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

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	1,135,800		
Total MBE Dollar Amount	194,000	MBE Contract Percentage	20%
Total WBE Dollar Amount	776,000	WBE Contract Percentage	80%
Total SDVOB Dollar Amount	0	SDVOB Contract Percentage	0% *****
Total Combined M/WBE/SDVOB Dollar Amount	970,000	Combined M/WBE/SDVOB Contract Percentage	100%

**** EEPC currently under SDVOD review

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: EnTech Engineering, P.C. Address: 17 State Street; 36th Floor City: New York State/Zip Code: NY 10004 Authorized Representative: Reza Hedayati Telephone No. 646-722-00000	Construction Mgmt	Amount (\$): 194,000 <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: ENSIGN ENGINEERING, P.C. Address: 1111 Calhoun Avenue City: Bronx State/Zip Code: NY 10465 Authorized Representative: RG Marengo Telephone No. 718-863-5590; 718-863-6178; rgm@ensignengineering.com	CM	Amount (\$): 582,000 Award Date:	Start Date: Completion Date:
Name: EnTech Engineering, P.C. Address: 17 State Street; 36th Floor City: New York State/Zip Code: NY 10004 Authorized Representative: Reza Hedayati Telephone No. 646-722-0000	CM Scheduling	Amount (\$): 194,000 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:

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.			