

# Dedicated Sub Teaming Agreement vFINAL

Final Audit Report

2025-02-03

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By:	Quin Breland (quin.breland@vortexcompanies.com)
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## "Dedicated Sub Teaming Agreement vFINAL" History

-  Document created by Quin Breland (quin.breland@vortexcompanies.com)  
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-  Document e-signed by Michael Vellano (mikev@vortexcompanies.com)  
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Adobe Acrobat Sign

## TEAMING AGREEMENT

THIS TEAMING AGREEMENT (this "Agreement") is made and entered into as of March 27<sup>th</sup>, 2025 by and between C.A.C. Industries, Inc. ("Prime Contractor"), with an office at 54-08 Vernon Boulevard Long Island City, NY 11101 and AVILA Consultants, Inc. ("Subcontractor"), with an office at 116 Fairfield Rd Ste 2, Fairfield, New Jersey, 07004.

### RECITALS:

WHEREAS, the New York City Department of Design and (the "Owner") has released a request for qualifications for Contract No. SEKDSMH23 - Design Build for Replacement & Rehabilitation of Deep Sewer Manholes for the design, construction, replacement and rehabilitation of existing deep sewer manholes at risk of failure ("Project").

WHEREAS, Prime Contractor intends to submit a prequalification package followed by a proposal (the "Proposal") in response to the Owner's solicitation for bids for the Project (the "Solicitation"), and, in the event Prime Contractor is the successful bidder, negotiate a contract with the Owner (the "Prime Contract"); and

WHEREAS, Prime Contractor possesses expertise and experience in providing design-build services and heavy civil construction.

WHEREAS, Subcontractor possesses expertise and experience in scheduling services.

WHEREAS, should Prime Contractor be notified that Prime Contractor is the preferred contractor by the Owner, Prime Contractor desires to enter into a subcontract with Subcontractor for scheduling services (the "Services") and any Prime Contract obtained as a result of the submission of the Proposal as stated above, and Subcontractor desires to participate in such capacity in connection with the performance of work.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound, the parties hereby agree as follows:

1. Exclusive Collaboration. Prime Contractor and Subcontractor agree to form a team for the purpose of, among other things, submitting the Proposal in response to the Solicitation. Subcontractor agrees to team exclusively with Prime Contractor for the performance of the Services. Prime Contractor and Subcontractor agree to use their best efforts to obtain an award under the Solicitation. Subcontractor agrees that it shall not provide bids, be part of any other qualification or proposals, or respond to the Solicitation with any other entity other than with Prime Contractor.
2. Proposal. The parties agree to work in good faith with one another in an attempt to prepare a mutually acceptable proposal for Prime Contractor to submit to the Owner in response to the Solicitation. Subcontractor shall be responsible, at its sole cost and expense, for preparing their qualifications as required under the request for qualifications or proposal.
3. Independence of the Parties. Each party to this Agreement is an independent contractor. If the purpose of this Agreement is realized, Prime Contractor will enter into the Prime Contract with the Owner, and Subcontractor and Prime Contractor will enter into a subcontract with mutually agreed upon terms and conditions. These contractual relationships will not make either party the agent of the other party. No party shall have the authority to bind any other to any contractual or other undertaking by virtue of this Agreement, except as expressly stated herein. This Agreement does not create, expressly or by implication, a partnership or joint venture or other legal entity of any sort. Prime Contractor and Subcontractor retain the right to conduct their own independent business activities and to compete with each other for any

work or business opportunity other than that offered by the Solicitation, even if that other work or business opportunity is similar to the opportunity offered by the Solicitation.

4. Protection of Confidential/Proprietary Information. Unless otherwise agreed, the parties shall maintain information acquired from the other or prepared under this Agreement in confidence; provided however, that said obligation of confidentiality shall not apply to information which is: (1) in or becomes, through no fault of a party, part of the public domain; (2) received by a party from a third party without obligations of confidentiality; (3) in a party's possession prior to receiving it from the other; or (4) required to be disclosed by law. Other than a limited right of use consistent with the intent and purposes of this Agreement, no right or license to the other party under any trademark, trade secret, patent, or copyright is either granted or implied by the transmittal of any proprietary matter to that party.

This Agreement shall not preclude either party from making disclosures of proprietary matters to the Owner as part of the Proposal; provided, however, that any such matters disclosed or delivered to Owner shall be appropriately marked with restrictive materials in accordance with applicable Owner's requirements. To effectuate this requirement, any information deemed proprietary or confidential by a party shall be so identified prior to transmission to or sharing with the other. It is further understood that either party, upon notifying the other, may disclose to any of its subsidiaries, in connection with the effort contemplated by this Agreement, any matter made available by the disclosing party under this Agreement, provided that each subsidiary, prior to such disclosure shall have to agree to be bound by the provisions of this Article.

The rights and obligations set forth in this paragraph shall survive termination of this Agreement and completion of any Prime Contract.

5. Duration. This Agreement shall have been entered into effect when the parties have signed it. It shall remain in effect until the first to occur of the following events:

- 5.1 Failure to Pre-Qualify. This agreement shall terminate should the Prime Contractor fail to pre-qualify to submit the Proposal.
- 5.2 No Prime Contract Award by Award Deadline. Either party may terminate this Agreement without liability to the other if the Prime Contract is awarded to someone other than Prime Contractor or if the Solicitation is canceled.
- 5.3 Disapproval of Subcontract. Prime Contractor shall have the right to terminate this Agreement without liability if (1) the Owner awards Prime Contractor the Prime Contract but declines to approve the Subcontract or the Subcontractor, or (2) Subcontractor refuses to execute Prime Contractor's subcontract.
- 5.4 Bankruptcy. If a petition for bankruptcy or reorganization or protection against creditors is filed by Prime Contractor or Subcontractor, or if such a petition is filed by creditors of either of these parties and is not dismissed within 30 days, then the other of these parties may terminate this Agreement without liability to the financially embarrassed party, by written notice effective upon dispatch.
- 5.5 Uncured Material Breach. If either party commits a material breach or default in the performance of its obligations under this Agreement, then the other party may send a notice specifying the default or breach and requiring that it be cured within a specified, reasonable period of time. If the default or breach is not cured within the specified time period (which shall be no less than seven days or as otherwise agreed in writing), then the party giving the cure notice may terminate this Agreement for default. The defaulting party shall be liable to the terminating party for all actual, and not

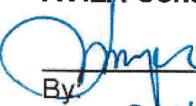
consequential damages caused by the breach that are recoverable under governing law. Should this agreement be terminated pursuant to section 6.5, the breaching party shall remain subject to the exclusivity language set forth in Article 1.

5.6 Agreement of Prime Contractor and Subcontractor. This Agreement may be terminated at any time by the mutual written agreement of Prime Contractor and Subcontractor. Any Party who prior to submission of the Proposal indicates that it no longer wishes to be involved in this Agreement shall not be entitled to tender, whether on its own or in collaboration with other parties, a proposal in response to the Solicitation, except if the remaining Party has given its prior written approval to such Party doing so. In such circumstances, the remaining Party shall be entitled to continue to work (either with or without any third party, whether in relation to the Services or otherwise) to pursue the award of the Prime Contract or any other role in relation to the Project.

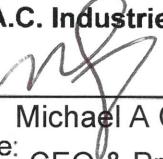
6 Governing Law; Disputes. This agreement shall be interpreted under the laws of the State of New York without regard to choice of law principles.

7. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement supersedes any prior or collateral understandings or agreements among the parties, written or oral. Any amendments, modifications or other changes

AVILA Consultants, Inc.

  
By: Michael A Capasso  
Title: President

C.A.C. Industries, Inc.

  
By: Michael A Capasso  
Title: CEO & President

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### RECITALS:

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WHEREAS, Prime Contractor possesses expertise and experience in providing design-build services and heavy civil construction.

WHEREAS, Subcontractor possesses expertise and experience in quality management services.

WHEREAS, should Prime Contractor be notified that Prime Contractor is the preferred contractor by the Owner, Prime Contractor desires to enter into a subcontract with Subcontractor for scheduling services (the "Services") and any Prime Contract obtained as a result of the submission of the Proposal as stated above, and Subcontractor desires to participate in such capacity in connection with the performance of work.

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party the agent of the other party. No party shall have the authority to bind any other to any contractual or other undertaking by virtue of this Agreement, except as expressly stated herein. This Agreement does not create, expressly or by implication, a partnership or joint venture or other legal entity of any sort. Prime Contractor and Subcontractor retain the right to conduct their own independent business activities and to compete with each other for any work or business opportunity other than that offered by the Solicitation, even if that other work or business opportunity is similar to the opportunity offered by the Solicitation.

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This Agreement shall not preclude either party from making disclosures of proprietary matters to the Owner as part of the Proposal; provided, however, that any such matters disclosed or delivered to Owner shall be appropriately marked with restrictive materials in accordance with applicable Owner's requirements. To effectuate this requirement, any information deemed proprietary or confidential by a party shall be so identified prior to transmission to or sharing with the other. It is further understood that either party, upon notifying the other, may disclose to any of its subsidiaries, in connection with the effort contemplated by this Agreement, any matter made available by the disclosing party under this Agreement, provided that each subsidiary, prior to such disclosure shall have to agree to be bound by the provisions of this Article.

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- 6 Governing Law; Disputes.** This agreement shall be interpreted under the laws of the State of New York without regard to choice of law principles.
- 7 Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement supersedes any prior or collateral understandings or agreements among the parties, written or oral. Any amendments, modifications or other changes

Ivy Engineering Group PLLC

By: Samira Ayati, PE  
Title: CEO and President

C.A.C. Industries, Inc.

By: Michael A Capasso  
Title: President

# DB TEAM QUALIFICATIONS FORM

## DB Team Qualifications Form

### Major Participants

Major Participants must be Licensed and/or Certified in accordance with RFQ Sections 4.4 and 7.4. On the form below, provide license/certification numbers, and affix behind this form copies of such licenses and/or certifications.

Firm	Type of Services	COA #	DOB License #
C.A.C. Industries, Inc.	Construction	N/A	603161
AECOM USA, Inc.	Design Engineering	0021205	N/A

### Personnel

List all Key Personnel and Other Personnel indicated in RFQ Exhibit B.

Name	Title	Years of Relevant Experience*	Education (List Degree Earned)	NYS License #	Certifications and/or Required Experience**
Oswald Calderon	Design-Build Project Executive	28	<ul style="list-style-type: none"> <li>MBA, Business Administration</li> <li>M.E., Environmental Engineering</li> <li>B.S., Civil Engineering</li> </ul>	078745	<ul style="list-style-type: none"> <li>28 years of construction projects, including design-build delivery method</li> <li>DBIA Certification</li> </ul>
Ertugrul Dogan	Design-Build Project Manager	29	<ul style="list-style-type: none"> <li>B.S., Civil Engineering</li> </ul>	N/A	<ul style="list-style-type: none"> <li>B.S. degree in Civil Engineering</li> <li>29 years of construction management projects with similar scope of services, including deep sewer manholes</li> <li>DBIA Certification</li> </ul>
Sunil Rajani	Design Project Manager	38	<ul style="list-style-type: none"> <li>M.S., Civil Engineering</li> </ul>	074944	<ul style="list-style-type: none"> <li>M.S. degree</li> <li>NYS PE</li> </ul>
Chanel Lubin	Design Project Manager Civil	25	<ul style="list-style-type: none"> <li>B.S.E., Civil Engineering</li> </ul>	103935	<ul style="list-style-type: none"> <li>NYS PE</li> <li>Qualified for ASCE Grade, V.</li> <li>DBIA Certification</li> </ul>
Lucyna Pelc-Maj	Design-Build Project Scheduler	25	<ul style="list-style-type: none"> <li>M.S., Civil Engineering</li> </ul>	N/A	<ul style="list-style-type: none"> <li>Design-Build scheduling experience</li> <li>25 years in P6 Platform</li> </ul>
Anthony Monaco	Construction Project Manager	27	<ul style="list-style-type: none"> <li>B.S., Civil Engineering</li> </ul>	N/A	<ul style="list-style-type: none"> <li>22 years managing civil infrastructure projects</li> <li>NYC experience with MPT</li> <li>Assoc. DBIA Certification</li> </ul>
Mateusz Perzan	Superintendent	14	<ul style="list-style-type: none"> <li>B.S., Civil Engineering</li> </ul>	N/A	<ul style="list-style-type: none"> <li>13 years managing civil infrastructure projects</li> <li>Assoc. DBIA Certification</li> </ul>
Paul Aviza	Design Senior Civil Engineer	48	<ul style="list-style-type: none"> <li>B.S., Civil Engineering</li> </ul>	063106	<ul style="list-style-type: none"> <li>NYS PE</li> <li>Qualified for ASCE Grade, V.</li> <li>DBIA Certification</li> <li>B.S. degree</li> </ul>
Samira Ayati	Quality Manager	14	<ul style="list-style-type: none"> <li>M.S., Civil Engineering</li> <li>B.S., Civil Engineering</li> </ul>	099509	<ul style="list-style-type: none"> <li>10+ years in construction inspection QA/QC</li> <li>NYS PE</li> <li>DBIA</li> </ul>

Bill Flaherty	Site Safety Manager	20	<ul style="list-style-type: none"> <li>AAS, Mechanical Engineering</li> </ul>	N/A	<ul style="list-style-type: none"> <li>20 years safety experience on construction projects</li> <li>OSHA 40-hour</li> <li>CHSP Certification</li> </ul>
Amul Rana	Design-Build Coordinator	9	<ul style="list-style-type: none"> <li>B.S., Civil Engineering</li> </ul>	N/A	N/A – Value-added personnel
Glenn Biesiadecki	3rd Party/Community Outreach Coordinator	45	<ul style="list-style-type: none"> <li>MSCE, Environmental Engineering</li> <li>MECE, Structural Engineering</li> <li>BECE, Civil Engineering</li> </ul>	059797	N/A – Value-added personnel
Amy Canova	Sustainability Coordinator	25	<ul style="list-style-type: none"> <li>M.S., Environmental Management</li> </ul>	N/A	N/A – Value-added personnel
Kareem Embaby	Geotechnical Engineer	10	<ul style="list-style-type: none"> <li>PhD, Geotechnical Engineering</li> </ul>	110154	N/A – Value-added personnel
Helder De Almeida	Hydrology Engineer	20	<ul style="list-style-type: none"> <li>Diploma, Engineering &amp; Water Resources</li> </ul>	N/A	N/A – Value-added personnel
Michael Malenfant	Design Senior Structural Engineer	25	<ul style="list-style-type: none"> <li>M.S.. Civil &amp; Structural Engineering</li> </ul>	083325	N/A – Value-added personnel
Josh Marazzini	Lining System Technical Advisor	24	<ul style="list-style-type: none"> <li>B.S., Civil Engineering</li> </ul>	TX-106156	N/A – Value-added personnel
Ross Cooke	Lining System Installer	7	<ul style="list-style-type: none"> <li>B.S., Construction Science and Management</li> </ul>	N/A	N/A – Value-added personnel

\*Indicate the years of relevant experience in accordance with Exhibit B.

\*\* Indicate fulfillment of any additional Minimal Qualification Requirements stipulated in Exhibit B (e.g. for Sustainability Specialist, list LEED Certification and the number of LEED V4 projects and LEED Gold projects directly managed).

**Note:** Affix Licenses and Certificates of Authorization

**Certification**

By Signing the line below, the submitting firms representative certifies that the information contained within this form is true.

C.A.C. Industries, Inc.

SUBMITTING FIRM

SIGNATURE

Michael A. Capasso - President

PRINTED NAME, TITLE



## GENERAL CONTRACTOR

**Name:** Michael A. Capasso

**Registration No:** 603161

**Issue Date:** 08/24/2022

**Exp. Date:** 09/11/2025



Commissioner's Signature

## GENERAL CONTRACTOR

Name

**Michael A. Capasso**

Business Name

**C.A.C. INDUSTRIES, INC**

Business Address

**54-08 Vernon Blvd, Long Island City, NY 11101**

Endorsements: **Construction, Concrete, Demolition**



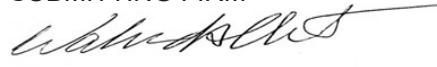
**G603161**

**Certification**

By Signing the line below, the submitting firms representative certifies that the information contained within this form is true.

AECOM USA, Inc.

SUBMITTING FIRM



SIGNATURE

Wahid Albert, Vice President

PRINTED NAME, TITLE

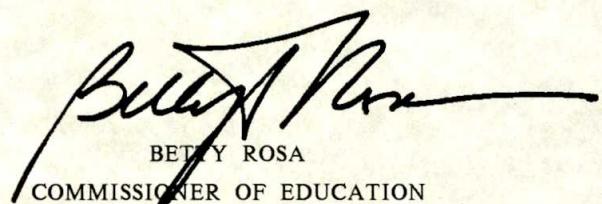
# THE UNIVERSITY OF THE STATE OF NEW YORK EDUCATION DEPARTMENT

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

AECOM USA INC  
CT-BLMS  
120 S CENTRAL AVENUE  
SUITE 400  
CLAYTON, MO      63105-0000

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



  
BETTY ROSA  
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER  
**0021205**



**Certification**

By Signing the line below, the submitting firms representative certifies that the information contained within this form is true.

Vortex Services, LLC  
SUBMITTING FIRM

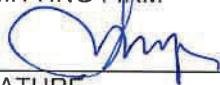
*B.J. Kerstiens Jr.*  
SIGNATURE

BJ Kerstiens Jr.  
PRINTED NAME, TITLE



**Certification**

By Signing the line below, the submitting firms representative certifies that the information contained within this form is true.

Anita Consultants, Inc  
SUBMITTING FIRM  
  
SIGNATURE  
Lucas Belo-May, President  
PRINTED NAME, TITLE

**Certification**

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IVY Engineering Group PLLC

SUBMITTING FIRM

SIGNATURE

Samira Ayati, PE - CEO and President

PRINTED NAME, TITLE