



E-150-17

**Contract ID: CFPW17000003****Department: Public Works****Capital: X**

SERVICE: Construction Management Cedar Point Lake Storm Water Pu

NIFS ID #: CFPW17000003

NIFS Entry Date: 19-APR-17

Term: from 01-JUL-17 to 31-JUL-19

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>de Bruin Engineering, PC</b>	Vendor ID#: <b>20-5248986</b>
Address: 11 Union Ave	Contact Person: Robert de
Bethpage, NY 11714-5811	Bruin, P.E.
	Phone: 516-513-1314

<b>Department:</b>	
Contact Name: Edward F. Visone	
Address: NCDPW	
3340 Merrick Road, Building R	
Wantagh, New York 11793	
Phone: 516-571-7359	

**Routing Slip**

Department	NIFS Entry: X	12-JUN-17 -- LDIONISIO
Department	NIFS Approval: X	13-JUN-17 -- KARNOLD
DPW	Capital Fund Approved: X	13-JUN-17 -- KARNOLD
OMB	NIFA Approval: X	14-JUN-17 -- RDALLEVA
OMB	NIFS Approval: X	14-JUN-17 -- MVOCATURA
County Atty.	Insurance Verification: X	13-JUN-17 -- AAMATO
County Atty.	Approval to Form: X	13-JUN-17 -- DGRIPPO
Dep. CE	Approval: X	16-JUN-17 -- CRIBANDO

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>14-JUN-17 -- MREYNOLDS</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> The firm will provide construction management services for the replacement of the Cedar Point Lake Storm Water Pump Station, damaged during Super Storm Sandy, including flood mitigation measures. The construction management services include resident engineering, field inspection, scheduling and cost estimating.
<b>Method of Procurement:</b> A Request for Proposals was prepared in conformance with the Department's policy for assessing technical understanding, qualifications, and staff experience. The Request for Proposals was posted on the County's website and advertised in Newsday.
<b>Procurement History:</b> Technical and cost proposals were received from seven (7) firms on December 23, 2016. The technical proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical ranking of the firms was established and cost proposals were opened. As a result of the technical evaluation, the Department is recommending deBruin Engineering P.C. for this assignment.
<b>Description of General Provisions:</b> The firm shall be reimbursed for the cost of services based upon approved wage rates for personnel and application of a multiplier.
<b>Impact on Funding / Price Analysis:</b> The funding for these professional services is available under Capital Project 80019. It is expected that the full cost of these services will be eligible for reimbursement by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted) Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW	Revenue		1	PWCSWCSW/8001	\$ 661,700.00
Control:	80	Contract:			9/001/0003	\$ 0.00
Resp:	019	County	\$ 0.00			\$ 0.00
Object:	00003	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:	80019	Capital	\$ 661,700.00			\$ 0.00
Detail:	001	Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 661,700.00</b>		<b>TOTAL</b>	<b>\$ 661,700.00</b>
RENEWAL						
% Increase						
% Decrease						



# Nassau County Interim Finance Authority

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

**1. Vendor:** de Bruin Engineering, PC

**2. Dollar amount requiring NIFA approval:** \$661700

**Amount to be encumbered:** \$661700

This is a New

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

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

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

**3. Contract Term: 2 years from commencement**

Has work or services on this contract commenced? N       

If yes, please explain:

**4. Funding Source:**

General Fund (GEN)

Grant Fund (GRT)

X Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

Y

Has NIFA approved the borrowing for this contract?

Y

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

The firm will provide construction management services for the replacement of the Cedar Point Lake Storm Water Pump Station, damaged during Super Storm Sandy, including flood mitigation measures. The construction management services include resident engineering, field inspection, scheduling and cost estimating.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

RDALLEVA

14-JUN-17

**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.**

RULES RESOLUTION NO. – 2017

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

WHEREAS, the County has negotiated a personal services agreement with de Bruin Engineering, P.C. for construction management services for the Cedar Point Lake Storm Water Pump Station Upgrade 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 de Bruin Engineering, P.C.

George Maragos  
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: deBruin Engineering P.C.

CONTRACTOR ADDRESS: 11 Union Avenue, Bethpage, NY 11714

FEDERAL TAX ID #: 20-5248986

**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.

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

5/11/17  
\_\_\_\_\_  
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.



## **Exhibit A**



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? If yes, to what campaign committee?

Yes - Friends of Ed Mangano

Laura Curran 2017

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

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

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

Vendor: de Bruin Engineering P.C.

Dated: 03/23/2017

Signed:

A handwritten signature in black ink, appearing to read "RWB", is written over a horizontal line.

Print Name: Robert W. de Bruin

Title: President

## **Exhibit B**



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

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

None

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

None

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

None

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

None

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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? If yes, to what campaign committee?

None

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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.

Dated: 03/23/2017

Signed:



Print Name:

Robert W. de Bruin

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.

**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 Robert W. de Bruin  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 11 Union Avenue  
City/state/zip Bethpage, NY 11714  
Telephone (516) 513-1313  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 06 / 29 / 06 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_ If Yes, provide details. 100% Ownership
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_  
If Yes, provide details.  
25% Shareholder and Treasurer of Nanjim Realty, 11 Union Ave., Bethpage, NY 11714  
Partner in De Bruin-Gannett Fleming-LKB, A Joint Venture



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 X NO     
If Yes, provide details. De Bruin-Gannett Fleming-LKB has a contract with Suffolk County for construction management at Bergen Point WPCP.

**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 X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES        NO X If Yes, provide details for each such instance.
  - 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 X If Yes, provide details for each such instance.
  - 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 X If Yes, provide details for each such instance.
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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES        NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES        NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES        NO X If Yes, provide details for each such charge.
  - 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 X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. 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 X If Yes, provide details for each such investigation.
10. 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 X If Yes; provide details for each such investigation.
11. 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 X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**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.

I, Robert W. de Bruin, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.


Sworn to before me this 23 day of March 2017

Caroline Ciampa  
Notary Public

CAROLINE CIAMPA  
Notary Public, State of New York  
No. 01C10185662  
Qualified in Nassau County  
Commission Expires 04/21/2020

de Bruin Engineering P.C.  
Name of submitting business

Robert W. de Bruin  
Print name

  
Signature

President  
Title

03 / 23 / 2017  
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: 3/29/2017

1) Proposer's Legal Name: de Bruin Engineering P.C.

2) Address of Place of Business: 11 Union Avenue, Bethpage, NY 11714

List all other business addresses used within last five years:

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

Phone : (516) 513-1313

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 827 635 041

5) Federal I.D. Number: 20-5248986

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) \_\_\_\_\_

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

Yes ☒ No ☐ If Yes, please provide details: Share space with Gayron de Bruin  
Land Surveying & Engineering PC

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, 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. \_\_\_\_\_
- 
- 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. \_\_\_\_\_
- 
- 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 charge. \_\_\_\_\_
- 
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
-

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 X

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or  
regulatory provisions? Yes \_\_\_\_ No X If Yes, provide details for each such  
occurrence. \_\_\_\_\_

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 X; If Yes, provide details for  
each such instance. \_\_\_\_\_

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 X 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. \_\_\_\_\_

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. Our financial transactions and hiring are reviewed for potential conflicts by the president. If any potential conflicts are identified the county will be notified.

- 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.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of Incorporation (if applicable);
- v) The number of employees in the firm; SEE ATTACHED FOR RESPONSES TO A, B & C
- vi) Annual revenue of firm; SEE ATTACHED
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

- 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 Town of Hempstead

Contact Person Doug Tuman, P.E., Esq. - Commissioner of Engineering

Address 350 Front Street

City/State Hempstead, NY 11050

Telephone 516-812-3484

Fax # \_\_\_\_\_

E-Mail Address dtuman@tohmail.org



Company Town of Oyster Bay  
Contact Person Richard W. Lenz, P.E. – Commissioner of Public Works  
Address 150 Miller Place  
City/State Syosset, NY 11791  
Telephone 516-677-5770  
Fax # \_\_\_\_\_  
E-Mail Address rlenz@oysterbay-ny.gov

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Company Suffolk County Department of Public Works  
Contact Person Gilbert Anderson, P.E. – Commissioner of Public Works  
Address 335 Yaphank Avenue  
City/State Yaphank, NY 11980  
Telephone 631-852-4010  
Fax # 631-852-4150  
E-Mail Address Gilbert.Anderson@suffolkcountyny.gov



**de Bruin Engineering P.C.**

*Civil Engineering & Construction Management*

Question A

Date of Formation: June 2006

Persons with Financial Interest

Owner

Robert W. de Bruin, PE  
18 Crestwood Road  
Port Washington, NY 11050

Officers

President

Robert W. de Bruin, PE  
18 Crestwood Road  
Port Washington, NY 11050

State of Incorporation – New York PC

Number of Employees – 18

Annual Revenue - \$3,800,000

Relevant Accomplishments – de Bruin Engineering is a successor to A. James de Bruin and Sons, LLP and A. James de Bruin. We have been providing Construction Management Services to Nassau County on Storm Water and Wastewater Projects for over 40 years.

Question B

Number of Years in Business

- de Bruin Engineering, PC – 11
- A. James de Bruin and Sons, LLP – 19
- A. James de Bruin - 23

Question C

Please refer to attached project descriptions which are representative of the Construction Management projects that we have performed for Nassau County.

### ***Cedar Creek Waste Water Treatment Plant Digester Rehabilitation and Cleaning Wantagh, NY***

#### **Owner Site Description**

County of Nassau  
Department of Public Works  
1194 Prospect Avenue  
Westbury, NY 11590

- Waste water treatment plant with primary, secondary and storage digesters, totaling 9 tanks.

#### **Project Objectives**

- The project will provide necessary rehabilitation and cleaning of areas typically not safely accessible during normal maintenance periods.

#### **Contact**

Joseph Davenport, PE  
Deputy Commissioner  
of Public Works  
516.571.9608

#### **Construction**

- Cleaning of the interior of the tanks and replacement and/or rehabilitation of associated valves, gas compressors and heat exchangers. Structural repair as needed for tank covers. New coatings to be applied on the tank covers and gas retrieval equipment.

#### **Estimated Cost**

\$15,000,000

#### **Services Provided**

- Construction management and inspection.

#### **Work Dates**

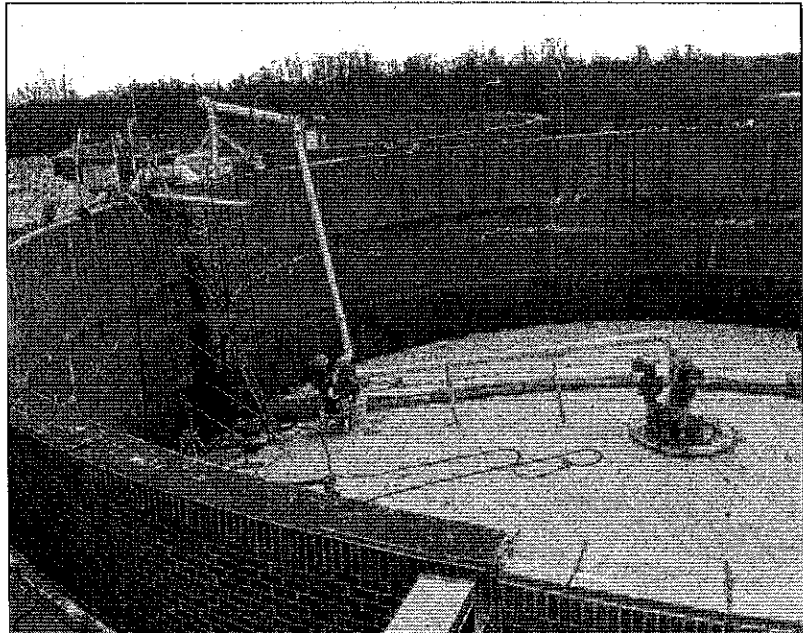
2015-Current

#### **Project Delivery**

- Expected 2017

#### **Contractors**

Posillico Civil, Inc.



### **Bay Park Sewage Treatment Plant Electrical Distribution System (Phase 1) East Rockaway, NY**

<b>Owner</b> County of Nassau Department of Public Works 1194 Prospect Avenue Westbury, NY 11590	<b>Site Description</b> <ul style="list-style-type: none"> <li>Electrical Distribution System at Bay Park STP.</li> </ul>
<b>Contact</b> Joseph Davenport, PE Deputy Commissioner of Public Works 516.571.9608	<b>Project Objectives</b> <ul style="list-style-type: none"> <li>To improve the electrical distribution system at the Bay Park STP. This will include decommissioning/demolition of Unit Sub Stations Nos. 3, 4, 5 and 6 and appurtenances and construction of three new Unit Sub Stations (Unit Sub Stations Nos.3, 4 and 5) at higher elevations in order to lessen the opportunity of water intrusion including various forms of flooding as was experienced during Supper Storm Sandy. New finished floor elevation for the Unit Sub Stations is EL. 18.17 and will fulfill the power requirements of the existing units that are being demolished. The systems required extensive MOPO's, blue tag/yellow tag, system startup, and performance testing. In addition, it was critical that all work be coordinated with plant operations.</li> </ul>
<b>Estimated Cost</b> \$28,670,000	<b>Construction</b>
<b>Completion Date</b> 2016	<ul style="list-style-type: none"> <li>Installation and construction of electric manholes and ductbanks and the demolition of existing electrical structures, ductbanks and appurtenances with the location (test pits) and relocation of exiting utilities.</li> <li>Demolition of the Administration/Lab Building, Construction Administration Building, Sewer Maintenance Storage Building and related structures and trailers.</li> <li>Decommission and demolition of existing Electrical Unit Sub Stations and construction of new Unit Sub Stations at a higher elevation including extensive civil/architectural and structural work which includes site dewatering and augered grout piles for the geotechnical portion of the Unit Sub Station work. In addition, installation of all associated instrumentation, controls, electrical, mechanical and HVAC systems. Extensive MOPO's and coordination with Plant Operations for the installation of new electrical manholes, ductbanks and Unit Sub Stations.</li> <li>Substantial restoration including new roadways, curb and gutter, sidewalk, drainage, gutter connections to bioretention cell and storm sewer relocation.</li> </ul>
<b>Contractors</b> BSRJ a Tri - Venture R.J. Industries, Inc. Bana Electric Scalamandre Construction	
<b>Wick's Law</b> NO	
<b>Project Labor Agreement</b> YES	

### ***Services Provided***

- Constructability review, construction management, construction inspection, construction administration including preliminary review of submittals, review of base line cost loaded schedule from inception and updated on monthly basis, monitor project and detailed reporting to Program Manager, running project meetings, preliminary review of RFI's, review and processing of contractor payments, and review of change orders.
  - Oversee project to coordinate with plant operations to ensure seamless operations of the plant while the facility is under construction.
-

## Improvements to East Hills Pump Station Roslyn Heights, NY

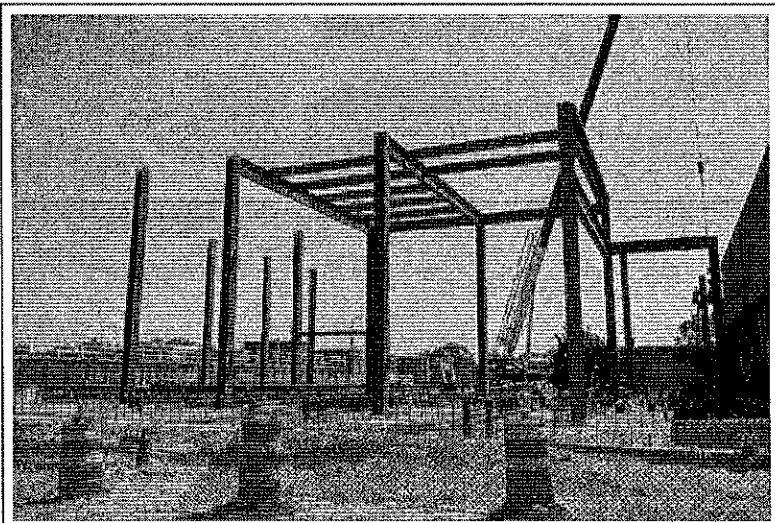
<b>Owner</b>	<b>Site Description</b>
County of Nassau Department of Public Works 1194 Prospect Avenue Westbury, NY 11590	<ul style="list-style-type: none"> <li>The East Hills Pump Station located adjacent to the Long Island Expressway service Road in Roslyn Heights, NY. The pump station contains antiquated equipment some of which is no longer functioning that must be removed and replaced.</li> </ul>
<b>Contact</b>	<b>Project Objectives</b>
Joseph Davenport, PE Deputy Commissioner of Public Works 516.571.9608	<ul style="list-style-type: none"> <li>Upgrade and construct new building, perform demolition and replacement of all equipment &amp; systems while keeping all processes operational during construction.</li> </ul>
<b>Estimated Cost</b>	<b>Construction</b>
\$1,700,000	<ul style="list-style-type: none"> <li>Construction consisted of two phases. One phase is the rehabilitation of the existing influent manhole and the removal and replacement of the submersible wastewater pumps, top slabs, hatches and appurtenances at the two existing chambers. The existing wastewater pumps are in two active chambers and were sequenced so that only one chamber was removed from operation thus keeping the system in the active mode. The sequence of the wastewater pump installation negated the need for a temporary by pass system during the demolition and construction of the facility. Phase two of the construction included the demolition of the existing buildings and the construction of a new MCC/Pump Control Building and a new Generator Building. Major equipment installation at the new buildings included MCC's and electrical distribution system, emergency generator system and ATS, central alarm and monitoring system, fire detection/alarm system, sewer pump controls, unit heaters, domestic hot water system, pump hoist, piping and valves, water service with RPZ and ventilation system. In addition, performed testing and system startup including blue tag/yellow tag and performance testing for pumps and controls, panels, generator, MCC's, fire detection and ventilation system. Coordinated project with County agencies including NC Pump Stations and NC Fire Marshall.</li> </ul>
<b>Completion Date</b>	<b>Services Provided</b>
2015	<ul style="list-style-type: none"> <li>Scheduling, resident engineering, inspection, administration of contract payments, administration of submittals and RFI's, review and negotiation of change orders, correspondence, monitoring and reporting on progress, running project meetings, oversight of start-up, testing and training, and contract close-out.</li> </ul>
<b>Contractors</b>	
Philip Ross Industries Bana Electric	
<b>Wick's Law</b>	
Yes	

## Cedar Creek WPCP Gravity Belt Thickener Facility Improvements Wantagh, NY

<b>Owner</b>	<b>Site Description</b>
County of Nassau	<ul style="list-style-type: none"> <li>Gravity Belt Thickener Facility at Cedar Creek WPCP.</li> </ul>
Department of Public Works	<b>Project Objectives</b>
1194 Prospect Avenue	<ul style="list-style-type: none"> <li>To demolish the interior of the existing Dissolved Air Flotation (DAF) Thickener Building including existing pumps, piping and valves and panels associated with the existing DAF and install new Gravity Belt Thickeners (GBTs), scum concentrators, polymer storage and feed and odor control fans and ductwork. The existing DAF equipment will be demolished and removed to install the new process equipment.</li> </ul>
Westbury, NY 11590	<b>Construction</b>
<b>Contact</b>	<ul style="list-style-type: none"> <li>Installation of a Gravity Belt Thickener Facility within an existing building;</li> <li>Installation, testing and start-up of four GBTs, two scum concentrators, polymer storage and feed system, two fans and associated controls, thickened sludge pumps, filtrate and belt spray water pumps along with new suction and discharge piping, supports and valves and concrete containment area;</li> <li>Installation of all associated instrumentation, controls, electrical, mechanical and HVAC systems.</li> </ul>
Joseph Davenport, PE	<b>Services Provided</b>
Deputy Commissioner	<ul style="list-style-type: none"> <li>Constructability review, construction management, construction inspection, construction administration including preliminary review of submittals, monitor project schedule, running project meetings, preliminary review of RFI's, review and processing of contractor payments, and review of change orders.</li> <li>Oversee project to coordinate with plant operations to ensure seamless operations of the plant while the facility is under construction.</li> </ul>
of Public Works	
516.571.9608	
<b>Estimated Cost</b>	
\$20,000,000	
<b>Completion Date</b>	
2010	
<b>Contractors</b>	
R.J. Industries, Inc.	
Eldor Electric	
HVAC Incorporated	
<b>Wick's Law</b>	
Yes	

### **Cedar Creek WPCP Sludge Dewatering Facility Improvements Wantagh, NY**

<b>Owner</b>	<b>Site Description</b>
County of Nassau Department of Public Works 1194 Prospect Avenue Westbury, NY 11590	<ul style="list-style-type: none"> <li>Sludge Dewatering Facility located at Cedar Creek WPCP.</li> </ul>
<b>Contact</b>	<b>Project Objectives</b>
Joseph Davenport, PE Deputy Commissioner of Public Works 516.571.9608	<ul style="list-style-type: none"> <li>Extend existing building perform complete upgrade of all equipment &amp; systems while keeping all processes operational during construction.</li> </ul>
<b>Estimated Cost</b>	<b>Construction</b>
\$35,400,000	<ul style="list-style-type: none"> <li>8,300 SF building extension, 10 new belt filter presses (BFP), new control system, all new pumps, tanks, plumbing, electric, HVAC, security system, and mechanical. Extensive MOPO'S with demo and reconstruction of existing facility and construction of annex.</li> </ul>
<b>Completion Date</b>	<b>Services Provided</b>
2012	<ul style="list-style-type: none"> <li>Constructability review, construction management, construction inspection, construction administration including preliminary review of submittals, running project meetings, preliminary review of RFI's, monitoring of project schedule, review and processing of contractor payments, and review of change orders.</li> <li>Construction inspection was critical due to the coordination of multiple trades in operation at any one time.</li> <li>Oversee project to coordinate with plant operations to ensure seamless operations of the plant while the facility is under construction.</li> </ul>
<b>Contractors</b>	
Blue Water Environmental Geo-Tech Construction Bana Electric Snow Industries	
<b>Wick's Law</b>	
Yes	





## Bay Park Sewage Treatment Plant Dechlorination Facility East Rockaway, NY

<b>Owner</b> County of Nassau Department of Public Works 1194 Prospect Avenue Westbury, NY 11590	<b>Site Description</b> <ul style="list-style-type: none"> <li>Dechlorination Facility at Bay Park STP.</li> </ul>
<b>Contact</b> Joseph Davenport, PE Deputy Commissioner of Public Works 516.571.9608	<b>Project Objectives</b> <ul style="list-style-type: none"> <li>To demolish the interior of an existing building and install a new Dechlorination Facility, as well as, modify the outfall line which required extensive excavation, sheeting, piping installation and installation of sampling lines and chemical lines to the outfall pipe. The major effort was the installation of piping, pumps, valves, containment area, chemical tanks, underground piping, process controls and supporting electrical work. The systems required extensive blue tag/yellow tag, system startup, and performance testing and health department certification. The outfall line was in operation and all work had to be strictly monitored in order to obtain a vibration free environment. In addition, it was critical that all work be coordinated with plant operations.</li> </ul>
<b>Estimated Cost</b> \$6,000,000	<b>Construction</b> <ul style="list-style-type: none"> <li>Installation of a dechlorination facility within an existing building;</li> <li>Installation of chemical feed pumps, piping and containment areas;</li> <li>Installation of all associated instrumentation, controls, electrical, mechanical and HVAC systems.</li> </ul>
<b>Completion Date</b> 2012  <b>Contractors</b> R.J. Industries, Inc. Cooper Power and Lighting	<b>Services Provided</b> <ul style="list-style-type: none"> <li>Constructability review, construction management, construction inspection, construction administration including preliminary review of submittals, produce base line cost loaded schedule, monitor DEC milestones, running project meetings, preliminary review of RFI's, review and processing of contractor payments, and review of change orders.</li> <li>Oversee project to coordinate with plant operations to ensure seamless operations of the plant while the facility is under construction.</li> </ul>
<b>Wick's Law</b> Yes	

***The Birches Pump Station and Force Main  
Locust Valley, NY***

**Owner    Site Description**

County of Nassau  
Department of Public Works  
1194 Prospect Avenue  
Westbury, NY 11590

- An isolated subdivision not connected to the Nassau County Sewer System.

**Project Objectives**

- Construct a new Sewage Pump Station, Sewer Interceptor and Force Main that will enable local residents to decommission their septic systems.

**Contact**

Joseph Davenport, PE  
Deputy Commissioner  
of Public Works  
516.571.9608

**Construction**

- Construction of new masonry structures and wet well including metal frame roof, doors and ceiling over the precast pump station substructure. Furnished and installed new pumps and controls, piping, valves, pump control equipment, electrical and heating and ventilation in the new precast structure. Dewatering system and sheeting installed during construction of foundation and installation of below grade piping. In addition, installed by directional drilling 3.5 miles of two (2) six inch HDPE force mains from Bayville Road/Meleny Road to existing manhole on Forest Avenue. Sewer interceptor with a length of 1,100 LF and a depth reaching 23 feet, with house connections being installed on Bayville Road. All piping and manholes tested per Nassau County Standards. The overall construction cost was over \$7M. This is an ARRA funded project and de Bruin is responsible for monitoring all requirements and compliances and documentation as set forth by NYS Environmental Facilities Corporation.

**Estimated Cost**  
\$9,000,000

**Work Dates**  
2009-2011

**Contractors**

Philip Ross Industries  
Wire to Water Electric  
Bove Industries

**Services Provided**

- Scheduling, resident engineering, inspection, administration of contract payments, administration of submittals and RFI's, review and negotiation of change orders, correspondence, monitoring and reporting on progress, running project meetings, oversight of start-up, testing and training, and contract close-out.

### ***Bay Park Sewage Treatment Plant Hot and Chilled Water Piping Replacement East Rockaway, NY***

**Owner Site Description**

County of Nassau  
Department of Public Works  
1194 Prospect Avenue  
Westbury, NY 11590

- Sewage treatment plant with deteriorated and leaking piping of the hot and chilled water distribution piping system.

**Project Objectives**

- The critical nature of the project involves the interaction with existing facilities which will mandate temporary feeder systems and by pass piping to the existing buildings. The project is a priority as the new system will prevent a potential system failure that could impact plant operations and treatment process. The new piping will ensure the distribution for the hot and chilled water will provide reliable service for the heating and cooling systems.

**Construction**

- New piping is a fiberglass insulated system that enters and exits cast in place structures throughout the Bay Park Facility.

**Services Provided**

- Construction inspection and scheduling.

**Project Delivery**

- Build.

**Contact**

Joseph Davenport, PE  
Deputy Commissioner  
of Public Works  
516.571.9608

**Estimated Cost**

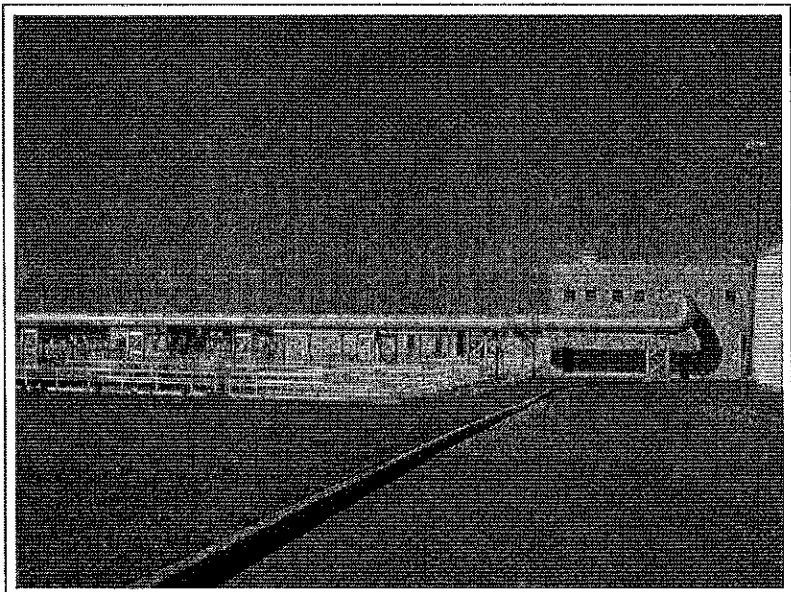
\$6,500,000

**Work Dates**

2007-2009

**Contractors**

James McCullagh Co. Inc.



### **Whitewood Drive Pump Station Wantagh, NY**

#### **Owner Site Description**

County of Nassau  
Department of Public Works  
1194 Prospect Avenue  
Westbury, NY 11590

- The Whitewood Drive Pumping Station was an operation that contained antiquated equipment that was beyond repair.

#### **Project Objectives**

- Reconstruct existing building; perform complete upgrade of all equipment & systems while keeping all processes operational during construction.

#### **Contact**

Joseph Davenport, PE  
Commissioner of Public Works  
516.571.9608

#### **Construction**

- Multi Prime project which included demolition and removal of all equipment, including mechanical, electrical, heating, ventilation, plumbing, piping, conduit and all pump station equipment including the emergency generator and existing pumps and controls. Installation of bypass pumping facility and appurtenances preceding demolition of the facilities.
- Construction of a new masonry structures including wood frame, roof, doors and ceilings over the existing pump station substructure. Furnished and installed new pumps and controls, piping, valves, pump control equipment, electrical and heating and ventilation. Dewatering system installed during construction.

#### **Estimated Cost**

\$2,181,410

#### **Completion Date**

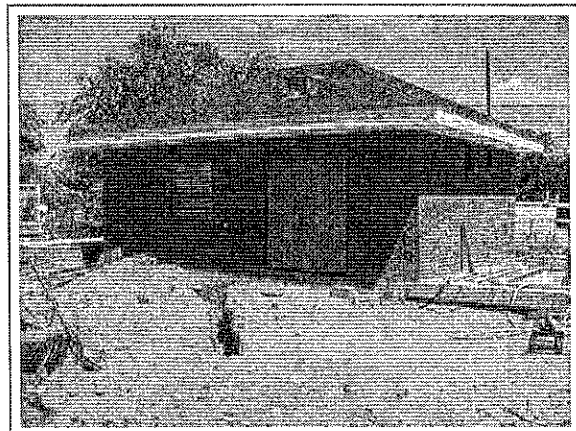
2006-2007

#### **Project Team**

Project Management – de Bruin

#### **Services Provided**

- Project engineering, review of all shop drawings, O& M manuals, startup procedures and as-builts. In addition, involved with RFI responses, negotiation of change orders, contractor claim evaluation, project inspection and surveying.



**Cedar Drive Pumping Station  
Roosevelt Boulevard Pumping Station**

<b>Owner</b>	<b>Site Description</b>
County of Nassau Department of Public Works 1194 Prospect Avenue Westbury, NY 11590	<ul style="list-style-type: none"><li>• The Cedar Drive Pumping Station and the Roosevelt Boulevard Pumping Station was an operation that contained antiquated equipment that was beyond repair.</li></ul>
<b>Contact</b>	<b>Project Objectives</b>
Joseph Davenport, PE Commissioner of Public Works 516.571.9608	<ul style="list-style-type: none"><li>• Reconstruct existing buildings and perform complete upgrade of all equipment &amp; systems while keeping all processes operational during construction.</li></ul>
<b>Estimated Cost</b>	<b>Construction</b>
\$3,839,340	<ul style="list-style-type: none"><li>• Multi Prime project which included demolition and removal of all equipment, including mechanical, electrical, heating, ventilation, plumbing, piping, conduit and all pump station equipment including the emergency generator and existing pumps and controls. Installation of bypass pumping facility and appurtenances preceding demolition of the facilities.</li></ul>
<b>Completion Date</b>	<ul style="list-style-type: none"><li>• Construction of a new masonry structures including wood frame, roof, doors and ceilings over the existing pump station substructure. Furnished and installed new pumps and controls, piping, valves, pump control equipment, electrical and heating and ventilation. Dewatering system installed during construction.</li></ul>
<b>Project Team</b>	<b>Services Provided</b>
Project Management – de Bruin	<ul style="list-style-type: none"><li>• Project engineering, review of all shop drawings, O&amp; M manuals, startup procedures and as-builts. In addition, involved with RFI responses, negotiation of change orders, contractor claim evaluation, project inspection and surveying.</li></ul>

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## Cedar Creek WPCP Secondary Gas Compressor Building Wantagh, NY

<b>Owner</b>	<b>Site Description</b>
County of Nassau Department of Public Works 1194 Prospect Avenue Westbury, NY 11590	<ul style="list-style-type: none"> <li>Construction of compressor and lube oil storage facility located at Cedar Creek WPCP.</li> </ul>
<b>Contact</b>	<b>Project Objectives</b>
Joseph Davenport, PE Deputy Commissioner of Public Works 516.571.9608	<ul style="list-style-type: none"> <li>Expand and centralize the gas distribution system and to replace the existing compressors that have become outdated. Modifications to plant heating boilers and upgrade to the plant's Foxboro Control System.</li> </ul>
<b>Estimated Cost</b>	<b>Construction</b>
\$9,000,000	<ul style="list-style-type: none"> <li>The project included construction of a new masonry and concrete facility with new compressors and extensive site work including electric duct bank installation with tie-in of new electric service, work on new gas piping system between New Secondary Compressor Facility and engine generators, tie-in of new fire protection water line, protected water tie-in and sanitary, roof drain and floor drain connections to existing. This project incorporated seismic loading requirements that had gone into effect in the metropolitan area. Extensive coordination was required between the construction group and the Nassau County Fire Marshal resulting in the installation of an automatic clean agent fire extinguishing system in addition to a wet pipe fire protection system. Building was classified as Class 1, Div 1 and required explosion proof components.</li> </ul>
<b>Completion Date</b>	
2004	
<b>Contractors</b>	
James McCullagh Co. Seacrest Construction Bana Electric	
<b>Wick's Law</b>	
Yes	<ul style="list-style-type: none"> <li>The project included extensive coordination and scheduling with the plant personnel with regard to electric and gas tie – ins, while maintaining the operation of the plant. Additional planning was necessary during the testing and start – up of the new compressors and the decommissioning of the old compressors. Old compressor building was gutted and turned into a storage facility.</li> </ul>
	<b>Services Provided</b>
	<ul style="list-style-type: none"> <li>Project management, construction inspection, RFI responses, negotiation of change orders, contractor claims evaluation, coordination with plant and chairing project meetings.</li> </ul>

### **Cedar Creek WPCP Aeration Tank Covers and Odor Control Building Wantagh, NY**

<b>Owner</b>	<b>Site Description</b>
County of Nassau	<ul style="list-style-type: none"> <li>Odor Control Building located at Cedar Creek WPCP.</li> </ul>
Department of Public Works	<b>Project Objectives</b>
1194 Prospect Avenue	<ul style="list-style-type: none"> <li>Reduce odors at the facility and the surrounding community.</li> </ul>
Westbury, NY 11590	<b>Construction</b>
	<ul style="list-style-type: none"> <li>Cover aeration tanks with aluminum extruded cover system and construct an odor control building that removes odors from the aeration tank by scrubbing the air stream. Transporting of the air stream was accomplished with the installation of 48" stainless steel piping from the tank covers to the odor control building. The building was constructed of brick and block and contained HVAC system with hot water heat and automatic temperature control system, motor control center, PVC coated conduit and cable, electrical devices and the odor control system. Due to the corrosive nature of the building all equipment was rated Nema 4X.</li> <li>The project was both equipment and labor intensive. Extensive testing was conducted on both the cover and the odor control system. Testing was conducted 24 hours/day over an extended period of time, which included both recording data and inspection. Once testing was approved, the entire system was balanced and placed into operation</li> </ul>
<b>Contact</b>	<b>Services Provided</b>
Joseph Davenport, PE	<ul style="list-style-type: none"> <li>Project management, construction inspection, RFI responses, negotiation of change orders, contractor claims evaluation, chairing project meetings and review of Project Labor Agreement.</li> </ul>
Deputy Commissioner	
of Public Works	
516.571.9608	
<b>Estimated Cost</b>	
\$15,000,000	
<b>Completion Date</b>	
2003	
<b>Contractors</b>	
Durr Mechanical	
Snow Industries	
Hinck Electric	
<b>Wick's Law</b>	
Yes	
<b>Project Labor Agreement</b>	
Yes	

## Cedar Creek WPCP Final Tank and Building Improvements Wantagh, NY

<b>Owner</b>	<b>Site Description</b>
County of Nassau Department of Public Works 1194 Prospect Avenue Westbury, NY 11590	<ul style="list-style-type: none"> <li>The Final Tanks and associated building was a facility that contained outdated manual equipment.</li> </ul>
<b>Contact</b>	<b>Project Objectives</b>
Joseph Davenport, PE Deputy Commissioner of Public Works 516.571.9608	<ul style="list-style-type: none"> <li>Bring building and equipment up to date.</li> </ul>
<b>Estimated Cost</b>	<b>Construction</b>
\$27,500,000	<ul style="list-style-type: none"> <li>Demolition of eight Final Tanks and two buildings that incorporated the Final Tank equipment.</li> <li>Construct six concrete Final Tanks and a new process building with associated pumps and equipment. Additional work involved the creation of a computer center that has the capability of controlling a large portion of the plant. This was accomplished with the installation of fiber optic cable and upgrade to the plants process computer system. Construct a new masonry building with an extensive HVAC/mechanical room and motor control center/electrical room. The lower level of the building (below grade) contained the process equipment and pumping system that controlled the Final Tanks. An additional section of the building was constructed for storage of spare parts.</li> </ul>
<b>Completion Date</b>	<b>Services Provided</b>
2000	<ul style="list-style-type: none"> <li>Project management, RFI responses, negotiation of change orders, contractor claims evaluation and chairing project meetings. Negotiation with Surety.</li> </ul>
<b>Contractors</b>	<b>Project Delivery</b>
N. Kruger, Inc. James McCullagh Co. Inc. Gordon L. Seaman, Inc. Botto Mechanical Corp. Carken Plumbing Corp.	<ul style="list-style-type: none"> <li>Construction contractor defaulted and project was completed eight months behind original baseline schedule with acceleration of new schedule after hiring new contractor.</li> </ul>
<b>Wick's Law</b>	
Yes	



### **Cedar Creek Water Pollution Control Facility Central Hot & Chilled Water Systems**

**Owner**  
Nassau County  
Department of Public Works  
1194 Prospect Avenue  
Westbury, NY 11590

**Completion Date**  
2000

**Type of Project**  
Renovation

**Estimated Cost**  
\$7,000,000

**Project Director**  
Phil Campisi

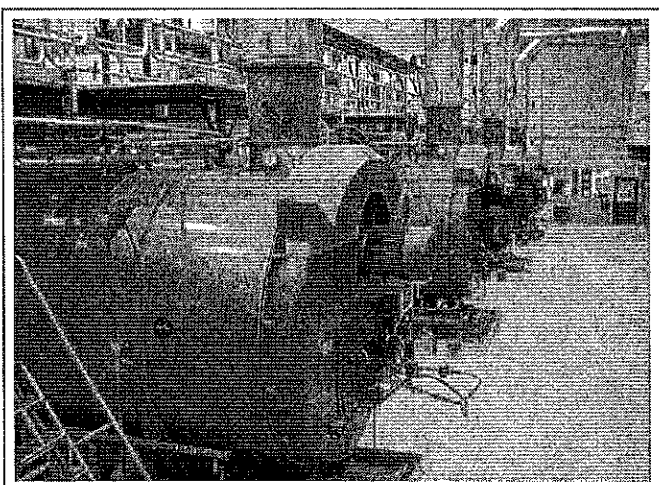
**Contact**  
Joseph Davenport, PE  
Acting Division Head  
of Sanitation & Water Supply  
516.571.9608

**Contractors**  
Yeroush Corp.  
Dart Mechanical  
Gordon L. Seaman, Inc.

**Wick's Law**  
Yes

The engine generator building was a structure that was no longer being used, as a new facility had been constructed with new engine generators. The first phase of this project was to remove the five existing engine generators and install four new hot water boilers that would feed the entire complex. The remaining portion of the building was converted to office space, storage facility and laundry area. Architectural improvements were made throughout the building including new doors, windows, terrazzo flooring, wallboard, masonry and painting. The new boilers run on natural gas and this installation entailed extensive coordination with the Nassau County Fire Marshal. In addition to the fire protection system that was installed for the boilers, an entire upgrade was made throughout the building.

The second phase of the project included the installation of two 500-Ton centrifugal chillers. The installation of the new chillers was accomplished by demolishing and removing the three existing steam boilers that had previously heated the Cedar Creek complex. The removal of the old boilers was predicated on the successful installation, testing and start-up of the new boiler system. This entailed detailed scheduling and coordination with plant personnel as new boilers were installed in the summer and chillers in the winter.



**Cedar Creek Water Pollution Control Facility  
Digester Rehabilitation Project**

**Owner**  
Nassau County  
Department of Public Works  
1194 Prospect Avenue  
Westbury, NY 11590

**Completion Date**  
1999

**Type of Project**  
Renovation

**Estimated Cost**  
\$6,000,000

**Project Director**  
Phil Campisi

**Contact**  
Joseph Davenport, PE  
Acting Division Head  
of Sanitation & Water Supply  
516.571.9608

**Contractors**  
Crescent Contracting Corp.  
Eldor Electric  
Botto Mechanical Corp.

**Wick's Law**  
Yes

The Digester Control Building was a facility that needed to be upgrade in order to meet local codes and ordinances. This project consisted of meeting with local officials including the Nassau County Fire Marshal, and implementing a plan that would accommodate a gas containing structure. Final Improvements included rating and constructing the entire area as NEC requirements for Class 1, Division 1, Group D (explosive area). The project included structural concrete work, new petitions with structural glazed tile, upgrade of electrical and HVAC systems, installation of new equipment and fire protection system. The architectural construction also included replacement of doors, windows and louvers, lead paint removal, installation of new flooring and painting. The accommodation of additional space for both a storage facility and office/control rooms were provided. In addition, an upgrade to the computer system was necessary.

The planning and scheduling of the project was critical as numerous shut downs were necessary to accomplish the work. This required the work activities to be done in a compressed duration, which were coordinated with plant personnel. This strict adherence to the project schedule was accomplished with weekly project and update meetings with the contractors, plant personnel and the construction management team.

## **Cedar Creek WPCP Primary Sedimentation Tank Facility Wantagh, NY**

<b>Owner</b>	<b>Site Description</b>
County of Nassau Department of Public Works 1194 Prospect Avenue Westbury, NY 11590	<ul style="list-style-type: none"> <li>Primary Sedimentation Tank Facility at Cedar Creek WPCP.</li> </ul>
<b>Contact</b>	<b>Project Objectives</b>
Joseph Davenport, PE Deputy Commissioner of Public Works 516.571.9608	<ul style="list-style-type: none"> <li>To construct four new primary sedimentation tanks, modifications to existing tanks, construction of new Primary Sedimentation Tank Building, construction of new odor control facility and replacement of four process air blowers in the Main Equipment Building. Demolish the interior of the existing Primary Sedimentation Tank Building including existing tank equipment, pumps, piping, valves and control panels associated with the existing primary sedimentation tanks and install new tank equipment including pumps, scum ejectors rectangular tank chains and flight sludge collectors and new odor control system and ductwork. The existing primary equipment was demolished and removed to install the new process equipment.</li> </ul>
<b>Estimated Cost</b>	<b>Construction</b>
\$20,227,180	<ul style="list-style-type: none"> <li>Installation of four new primary sedimentation tanks, demolition and reconstruction of existing facility, construction of new Primary Sedimentation Tank Building and new odor control facility and installation of four new process air blowers.</li> <li>Installation, testing and start-up of four new primary sedimentation tanks and modification to six existing tanks including installation of sluice gates, slide gates, grinder pumps, primary sludge pumps, pneumatic scum ejectors, process air compressors, swing air diffusers and rectangular tank chain and flight sludge collectors.</li> <li>Installation of all associated instrumentation, controls, electrical, mechanical and HVAC systems.</li> </ul>
<b>Completion Date</b>	<b>Services Provided</b>
1995	<ul style="list-style-type: none"> <li>Constructability review, construction management, construction inspection, construction administration including preliminary review of submittals, monitor project schedule, running project meetings, preliminary review of RFI's, review and processing of contractor payments, and review of change orders.</li> <li>Oversee project to coordinate with plant operations to ensure seamless operations of the plant while the facility is under construction.</li> </ul>
<b>Contractors</b>	<b>Project Delivery</b>
James McCullagh Crescent Contracting Gordon L. Seaman Electric Carken Plumbing	<ul style="list-style-type: none"> <li>Build.</li> </ul>
<b>Wick's Law</b>	
Yes	

## **Cedar Creek WPCP Grit Facility, Influent Screen Facility & Hypochlorite Transfer Facility, Wantagh, NY**

<b>Owner</b>	<b>Site Description</b>
County of Nassau	<ul style="list-style-type: none"> <li>• Gravity Facility at Cedar Creek WPCP</li> <li>• Influent Screen at Cedar Creek WPCP</li> <li>• Hypochlorite Transfer Facility at Cedar Creek WPCP</li> </ul>
Department of Public Works	
1194 Prospect Avenue	
Westbury, NY 11590	
<b>Contact</b>	<b>Project Objectives</b>
Joseph Davenport, PE	<ul style="list-style-type: none"> <li>• To add new Grit Tank #3 with scum removal system, extend building and rehabilitate existing grit facility; demolish the interior of the Influent Screen Building including influent screens, stop logs, sluice gates, compactors, slide gates and all equipment and utilities associated with the building and construct new facility; construction a new hypochlorite transfer building/facility to be equipped with tanks, pumping system and controls for plant wide distribution of product to odor control systems and satellite stations.</li> </ul>
Deputy Commissioner	
of Public Works	
516.571.9608	
<b>Construction Cost</b>	<b>Construction</b>
\$27,126,393	<ul style="list-style-type: none"> <li>• Grit Building – new tank #3 and masonry building, augered grout piles, modifications to existing grit building and equipment, new control room, channel and grit tank aeration equipment, rectangular butterfly valves and sluice gates, cyclone degritters and grit washers, scum concentrators, grit screw conveyor, scum transfer pumps, grit pumps, new switch gear, controls, electrical, HVAC system and plumbing.</li> <li>• Influent Screen Building – construction of new odor control facility, stair tower, timber piles, furnished and installed new screens, slide gates and operators, channel dewatering pumps, stop logs, control panels, piping, valves and screening compactors, electrical, HVAC system, plumbing and rehabilitation of elevator.</li> <li>• Hypochlorite Transfer Facility – masonry building, timber piles, odor control, 8800 gallon hypochlorite storage tanks, hypochlorite transfer pumps, control panel, instrumentation, multistage blowers, electrical, HVAC system and plumbing.</li> </ul>
<b>Completion Date</b>	
1992	
<b>Contractors</b>	
Mars/Normel.	
James McCullagh	
Hinck Electric	
Anron Air Systems	
<b>Wick's Law</b>	
Yes	

### ***Services Provided***

- Constructability review, construction management, MOPO's, construction inspection, construction administration including preliminary review of submittals, monitor project schedule, running project meetings, preliminary review of RFI's, review and processing of contractor payments, review of change orders, supervise the installation of all equipment and testing and startup..
- Oversee project to coordinate with plant operations to ensure seamless operations of the plant while the facility is under construction.

### ***Project Delivery***

- Build.
-

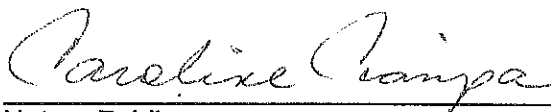
## CERTIFICATION

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.

I, Robert W. de Bruin, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 29th day of March

2017



Notary Public

CAROLINE CIAMPA  
Notary Public, State of New York  
No. 01C16185662  
Qualified in Nassau County  
Commission Expires 04/21/2020

Name of submitting business: de Bruin Engineering P.C.

By: Robert W. deBruin

Print name



Signature

President

Title

03 / 29 / 2017  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: de Bruin Engineering P.C.

Address: 11 Union Avenue

City, State and Zip Code: Bethpage, NY 11714

2. Entity's Vendor Identification Number: 20-5248986

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ S Corp. ☐ 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):

Robert W. de Bruin

[REDACTED]

[REDACTED]

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.

Same

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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

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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.

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

None

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(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):

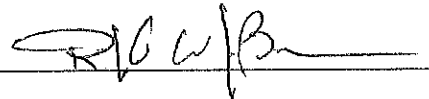
None

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.

Dated: 03/27/2017

Signed:



Print Name: Robert W. de Bruin

Title: President

**Page 4 of 4**

**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.

CONTRACT FOR SERVICES

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 (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, 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) deBruin Engineering, PC, a consultant engineering firm having its principal office at 11 Union Ave, Bethpage, New York 11714 (the "Firm or the "Contractor").

## W I T N E S S E T H:

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

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; 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. The term of this Agreement shall commence upon the date (the "Commencement Date") that is set forth in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services (as defined below) and shall terminate twenty-four (24) months from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. The Commencement Date shall be on or after the Effective Date. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services.

(a) The construction management services to be provided by the Firm under this Agreement for the Cedar Point Lake Storm Water Pump Station Upgrades, 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.

# 1. 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 six hundred sixty-one thousand seven hundred dollars (\$661,700.00).

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

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

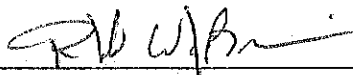
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

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

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

DEBRUIN ENGINEERING, PC

By: 

Name: Robert W. de Bruin

Title: President

Date: 03/23/2017

NASSAU COUNTY

By: \_\_\_\_\_

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

Title: Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

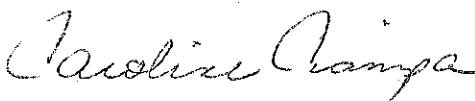
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 23rd day of March in the year 2017 before me personally came Robert W. de Bruin to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of de Bruin 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.

NOTARY PUBLIC



CAROLINE CIAMPA  
Notary Public, State of New York  
No. 01CI6185662  
Qualified in Nassau County  
Commission Expires 04/21/2020

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2017 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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## 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.

**Construction Phase Services**

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 18 months with one (1) month of pre-construction duties and five (5) months post-construction duties for a total duration of 24 months.

General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. This project is being built under a Project Labor Agreement (PLA) using a single prime Construction Contractor ("CC"). The Program Manager will perform as the PLA administrator of Nassau County's Master Project Labor Agreement as amended for this project, and will advise the CM of the PLA requirements for this particular project. 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, as well as a copy of the Bay Park Program Construction Management Manual, prepared on behalf of the County by the PM. Administer the construction of the Project, including scheduling of the Work and coordination of the Construction Contractor (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 FIRM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

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.

Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of the CC with respect to conformance to the Construction Documents, based upon the guidelines presented in the Bay Park Program Construction Management Manual. 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, Program Manager, Design Engineer, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County. The FIRM shall be required to perform all applicable specialty work inspections as outlined by NYS Building Code Chapter 17.

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 approval 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 provide information to the PM for integration to and updating of the Program Master Schedule and shall discuss and agree upon recovery steps with the Program Manager.

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 the PM for integration into the Master Program Budget and Cost Forecasting Tool.

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. Proactively 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.

Information Management System – The PM has implemented an information management system (Microsoft Sharepoint in conjunction with Oracle Contract Management) to track and update the status of all pertinent project information. The CM shall attend training sessions provided by the PM. The CM shall upload all project documents upon receipt from the CC, per the templates developed by the PM. The CM shall utilize the system to generate logs and variance reports which shall be provided to the PM. 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. 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 Plant Operations, in both paper and electronic formats.

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 PM.

Meetings - Schedule and conduct regular 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, the Program Manager 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.

Reporting - The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, and 1 copy to the Program Manager no later than the 10<sup>th</sup> day of the following month. Such reports shall include the following information at a minimum:

- A. Executive Summary
- B. Progress Narrative - supported by photographs and the project schedule updated to show progress
- C. Issues Report - Report on all critical and important issues, which require the attention of the County
- D. Change Orders - log the status of change orders (e.g., potential, proposed, pending, processed)
- E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
- F. Budget Report
- G. Log of Non-conforming or deficient work
- H. Attachments - attach photographs, logs, reports, etc. which are germane to the Issues Report.

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, the Program Manager and the Nassau County Plant and Construction personnel. 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 CC's 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. The CM must review the CC safety program and inform the Department and the Program Manager of its adequacy.

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 and the Program Manager, 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 and the Program Manager 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.

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.

Field Office - The CM will be provided by the contractor with a field trailer located on site. All of the CM's office equipment and supplies, including, but not limited to 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.

New York State Revolving Fund Project - The County anticipates funding for this project under the New York State Revolving Fund Program. Accordingly, the CM will be required to comply with Program requirements as well as responsible to assure that the contractor(s) comply with the New York State Environmental Facilities Corporation (NYSEFC) bid packet and guidance documents and forms which are part of the contract documents. The CM will be responsible to administer this program on behalf of the County and provide the NYSEFC with the required compliance information.

## **2.2 Construction Closeout Phase Services**

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.

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.

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 five hundred nine thousand dollars (\$509,000.00). The Firm shall be compensated for such services by an amount equal to two and three tenths (2.3) 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.

The Firm shall maintain with the Department 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 may 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)

**B. REIMBURABLE 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.
2. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

## 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 by such title 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, including the 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) Reward 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.

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 Best Efforts 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 the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

## 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:

Robert W. de Bruin (Name)

[REDACTED] (Address)

[REDACTED] (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:

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

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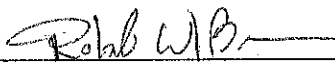
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

03/23/2017

Dated



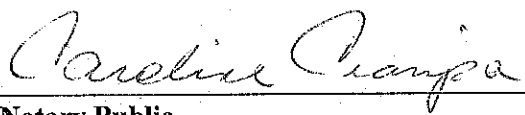
Signature of Chief Executive Officer

Robert W. de Bruin

Name of Chief Executive Officer

Sworn to before me this

23rd day of March, 2017.



Notary Public

CAROLINE CIAMPA  
Notary Public, State of New York  
No. 01C16185662  
Qualified in Nassau County  
Commission Expires 04/21/2020

## 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: Cedar Point Lake Stormwater Pump Station ImprovementDepartment: Public Works Project Manager: Joseph DavenportDate: October 24, 2016Service Requested: Construction ManagementJustification: To build a new elevated, storm resistant pump station to replace the current station damaged by Superstorm SandyRequested by: Water/Wastewater Engineering Unit

Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$750,000.00

Circle appropriate phase

Total Project Cost: \$3,000,000.00

Includes, design, construction and CM

Date Start Work: April 2017

Phase being requested

Duration: 18 months

Phase being requested

Capital Funding Approval: YES: NO

SIGNATURE

DATE

Funding Allocation (Capital Project):

See Attached Sheet if multiyear ☐

NIFS Entered:

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code:

use this on all encumbrances

Timesheet Code:

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation

Department Head Approval:

YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval:

YES ☐ NO ☐

SIGNATURE

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

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. <u>PLEASE SEE INCLUDED COEXEC APPROVAL MEMO DATED MARCH 8, 2017.</u>			
2. _____			
3. _____			
4. _____			

DCE/Ops Approval:

YES NO

Signature \_\_\_\_\_

9/2/17

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

**TO:** Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** March 8, 2017

**SUBJECT:** Proposed Personal Services Agreement with  
deBruin Engineering, P.C.  
Recommendation of Firm for Construction Management Services  
Cedar Point Lake Storm Water Pump Station  
Proposed Agreement No. S80019-03M

This Department intends to procure construction management services for the replacement of the Cedar Point Lake Storm Water Pump Station, damaged during Super Storm Sandy, including flood mitigation measures.

A "Request for Proposals" was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The Request for Proposals was posted on the County's website and advertised in *Newsday*.

Technical and Cost Proposals were received from seven (7) firms (listed below) on December 23, 2016. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, technical ranking was established and cost proposals were assessed. The results of the technical evaluation are summarized below, along with each firm's total proposed design fee.

Firm Name	Tech Rank	Tech Rating	Proposed Fee	Proposed Fee w/ Contingency
deBruin Engineering	1	91.8	\$509,000.00	\$661,700.00
D&B Egrs. & Archs.	2	88.0	\$494,900.00	\$643,370.00
LKB, Inc.	3	84.8	\$1,031,123.00	\$1,340,460.00
Cameron Engineering	4	84.5	\$765,887.00	\$995,653.00
A. Vournou CM	5	77.8	\$1,371,224.00	\$1,782,591.00
Techno Consult	6	73.0	\$957,125.00	\$1,244,263.00
Nautilus Consult	7	72.3	\$200,012.00	\$260,016.00

While deBruin's proposal was the highest technically rated, their original cost proposal (\$801,000.00) was higher than anticipated for the scope of services. Discussions were held with representatives of deBruin to discuss their cost proposal, scope of services, and the anticipated project scope. After discussions, deBruin submitted a revised cost proposal of \$509,000.00 (\$661,700.00 with contingency) for this project.

In reviewing all of the proposals received, it was noted that one proposal was significantly lower in cost than all other proposals. Upon further review of the cost proposal details, it was noted that Nautilus's proposal included minimal man-hours, principally for inspection services. The inspection man-hours proposed by Nautilus (approximately thirty (30) hours per month; less than two (2) hours per day) are insufficient to ensure the quality of the construction work. The insufficient staffing is reflected in their low technical rating.



Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

March 8, 2017

Page 2


Subject: Proposed Personal Services Agreement with  
deBruin Engineering, P.C.  
Recommendation of Firm for Construction Management Services  
Cedar Point Lake Storm Water Pump Station  
Proposed Agreement No. S80019-03M

Accordingly, in our professional judgment, the proposal submitted by deBruin Engineering, having received the highest technical rating and proposing a reasonable fee, represents the best value to the County. Therefore, we recommend proceeding with a Personal Services Agreement with deBruin Engineering for \$509,000.00 (\$661,700.00 with contingency) to provide construction management services for this project.

The funding for these professional services is available under Capital Project 80019. It is expected that the full cost of these services will be eligible for reimbursement by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

In accordance with the procedural guidelines, CSEA has been notified of this proposed agreement.

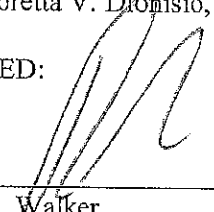
If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.

  
Richard P. Millet  
Chief Deputy Commissioner

RPM:KGA:JLD:cs

c: Shila Shah-Gavnoudias, Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit ✓  
Edward F. Visone, Assistant Superintendent of Sanitary Construction  
Loretta V. Dionisio, Hydrogeologist II

APPROVED:

  
Richard R. Walker  
Chief Deputy County Executive

Date

3/10/17

DISAPPROVED:

Richard R. Walker  
Chief Deputy County Executive

Date

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

**TO:** Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit

**FROM:** Office of the Commissioner


**DATE:** January 12, 2017

**SUBJECT:** CSEA Sub-Contracting Approval  
C16-028 – S80019-03M – CM services for Cedar Point Lake Pump Station Upgrades

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as C16-028.

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

If you have any questions please speak with Jonathan Lesman.

  
Kenneth G. Arnold  
Assistant to Commissioner

KGA:las

c: Richard P. Millet, Chief Deputy Commissioner  
Loretta Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II





COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

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

**FROM:** Department of Public Works

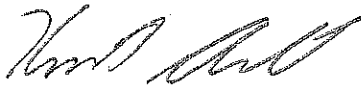
**DATE:** November 2, 2016

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Cedar Point Lake Stormwater Pump Station Upgrades  
Proposed Contract No: S80019-03M

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 to reconstruct and provide storm mitigation measures for the Cedar Point Lake SWPS.
2. The work involves the following:  
Construction management, inspection, scheduling, and general contract administrative services in connection with the reconstruction and storm mitigation of the Cedar Point Lake SWPS
3. An estimate of the cost is: \$750,000.00
4. An estimate of the duration is: Eighteen (18) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

  
Kenneth G. Arnold  
Assistant to Commissioner

KGA:WSN:JLD:rp

- c: Christopher Fusco, Director, Office of Labor Relations  
Brian Libert, Deputy Director, Office of Labor Relations  
Keith Cromwell, Office of Labor Relations  
William S. Nimmo, Deputy Commissioner  
✓ Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit  
Patricia Kivo, Unit Head, Human Resources Unit  
Loretta Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II



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

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

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

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

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

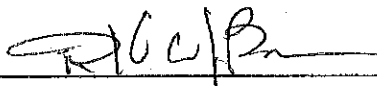
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Robert W. de Bruin - President

3/27/17

Name and Title of Authorized Representative

m/d/yy



3/27/17

Signature

Date

de Bruin Engineering P.C.

Name of Organization

11 Union Avenue, Bethpage, NY 11714

Address of Organization



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/23/2017

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

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

<b>PRODUCER</b> Prosurance Brokerage Associates Inc. 111 Broadway Suite 1404 New York NY 10006		<b>CONTACT NAME:</b> John Fitzpatrick <b>PHONE (A/C, No, Ext):</b> (212) 693-1550 <b>FAX (A/C, No):</b> (212) 406-0924 <b>E-MAIL ADDRESS:</b> Jfitzpatrick@Proredinsure.com															
<b>INSURED</b> de Bruin Engineering, P.C. 11 Union Avenue Bethpage NY 11714		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Indemnity Co of America</td><td>25666</td></tr><tr><td>INSURER B: Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER C: Great American Insurance Group</td><td>16691</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co of America	25666	INSURER B: Travelers Indemnity Company	25658	INSURER C: Great American Insurance Group	16691	INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES** **CERTIFICATE NUMBER MASTER COI** **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 SUBR INSD 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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X Y	680-7997L478-TIA	12/3/2016	12/3/2017	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X Y	680-7997L478-TIA	12/3/2016	12/3/2017	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X Y	CUP-3128T825	12/3/2016	12/3/2017	EACH OCCURRENCE \$ 4,000,000
	AGGREGATE \$ 4,000,000					
C	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 N/A	DPP4203254	1/31/2017	1/31/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$					
	E.L. DISEASE - EA EMPLOYEE \$					
	E.L. DISEASE - POLICY LIMIT \$					
C	ENGINEERS PROFESSIONAL LIABILITY INSURANCE					\$3,000,000 Per Claim \$4,000,000 Annual Aggregate

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

Reference: Cedar Point Lake Pump Station Upgrade

Additional Insured: Nassau County Department of Public Works

**CERTIFICATE HOLDER**

Nassau County Department  
of Public Works  
1194 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

David Hickman/DHICK

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/23/17

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**  
Aon Risk Services, Inc of Florida  
1001 Brickell Bay Drive, Suite #1100  
Miami, FL 33131-4937

**CONTACT**  
NAME: Aon Risk Services, Inc of Florida  
PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514  
EMAIL ADDRESS: ADP.COI.Center@Aon.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: New Hampshire Ins Co	23841

**INSURED**  
ADP TotalSource II, Inc.  
10200 Sunset Drive  
Miami, FL 33173  
L/C/F  
DeBruin Engineering PC  
11 Union Ave  
Bethpage, NY 11714

INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 1545538

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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> OTHER						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DEC <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 061149391 NY	07/01/16	07/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ Unlimited E.L. DISEASE - EA EMPLOYEE \$ Unlimited E.L. DISEASE - POLICY LIMIT \$ Unlimited

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All worksite employees working for DEBRUIN ENGINEERING PC, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.  
RE: Cedar Point Lake Pump Station Upgrade

## CERTIFICATE HOLDER

Nassau County Department of Public Works  
1194 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


*Aon Risk Services, Inc of Florida*

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# NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

## CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

### Part 1- General Information:

Consultant/Contractor Name: de Bruin Engineering P.C.
Address (street/city/state/zip code): 11 Union Avenue, Bethpage, NY 11714
Authorized Representative (name/title): Robert W. de Bruin - President
Authorized Signature: 
Contract Number: S80019-03M
Contract/Project Name: Cedar Point Lake Pump Station Upgrade
Contract/Project Description: Construction management services for upgrades at Cedar Point Lake Pump Station.

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

	Amount (\$)	Percentage (%)
Total Dollar Value of the Prime Contract	509,000	
Total MBE Dollar Amount	23,000	4.5
Total WBE Dollar Amount	55,000	10.8
Total Combined M/WBE Dollar Amount	78,000	15.3
		Combined M/WBE Contract Percentage

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount(\$ ) and Award Date	MBE Contract Scheduled Start Date and Completion Date
<b>Name:</b> V. J Associates <b>Address:</b> 100 Duffy Avenue <b>City:</b> Hicksville <b>State/Zip Code:</b> New York 11801 <b>Authorized Representative:</b> Vijay Desai <b>Telephone No. (516)</b> 932-1010	Change Orders	<b>Amount (\$):</b> 23,000  <b>Award Date:</b>  	<b>Start Date:</b> 6/1/17   <b>Completion Date:</b> 5/31/18
<b>Name:</b>  <b>Address:</b>  <b>City:</b>  <b>State/Zip Code:</b>  <b>Authorized Representative:</b>  <b>Telephone No.</b>		<b>Amount (\$):</b>   <b>Award Date:</b>  	<b>Start Date:</b>   <b>Completion Date:</b> 
<b>Name:</b>  <b>Address:</b>  <b>City:</b>  <b>State/Zip Code:</b>  <b>Authorized Representative:</b>  <b>Telephone No.</b>		<b>Amount (\$):</b>   <b>Award Date:</b>  	<b>Start Date:</b>   <b>Completion Date:</b> 

**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
<b>Name:</b> Avila Consultants, Inc. <b>Address:</b> 116 Fairfield Road <b>City:</b> Fairfield <b>State/Zip Code:</b> New Jersey 07004 <b>Authorized Representative:</b> Lucyna Pelc-Maj <b>Telephone No. (973) 575-6357</b>	Scheduling	<b>Amount (\$):</b> 30,000  <b>Award Date:</b>	<b>Start Date:</b> 6/1/17  <b>Completion Date:</b> 5/31/18
<b>Name:</b> Gayron de Bruin Land Surveying & Engineering <b>Address:</b> 11 Union Avenue <b>City:</b> Bethpage <b>State/Zip Code:</b> New York 11714 <b>Authorized Representative:</b> Christine Gayron <b>Telephone No. (516) 579-3111</b>	Surveying	<b>Amount (\$):</b> 25,000  <b>Award Date:</b>	<b>Start Date:</b> 6/1/17  <b>Completion Date:</b> 5/31/18
<b>Name:</b> <b>Address:</b> <b>City:</b> <b>State/Zip Code:</b> <b>Authorized Representative:</b> <b>Telephone No.</b>		<b>Amount (\$):</b>  <b>Award Date:</b>	<b>Start Date:</b>  <b>Completion Date:</b>