



Certified:

**E-32-21**

Filed with the Clerk of the  
Nassau County Legislature  
March 1, 2021 10:07am

**NIFS ID:CLPW21000001 Department: Public Works**

**Capital: X**

SERVICE: Amend #2-CM Svces-Environmental Construction-S35100-02M

Contract ID #:CFPW14000051

NIFS Entry Date: 21-JAN-21

Term: from 13-FEB-21 to 12-FEB-22

Amendment
Time Extension: X
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>de Bruin Engineering, P. C.</b>	Vendor ID#: <b>205248986</b>
Address: 1400 Old Country Rd Suite 106, Westbury, NY 11590	Contact Person: Robert W. de Bruin
	Phone: 516-513-1314, C: 516- 578-9952

<b>Department:</b>
Contact Name: Vincent Falkowski
Address: NCDPW 3340 MERRICK ROAD WANTAGH, NY 11793
Phone: 516-571-7515

## Routing Slip

Department	NIFS Entry: X	25-JAN-21 -- LDIONISIO
Department	NIFS Approval: X	28-JAN-21 -- RDALLEVA
DPW	Capital Fund Approved: X	28-JAN-21 -- RDALLEVA
OMB	NIFA Approval: X	29-JAN-21 -- CNOLAN
OMB	NIFS Approval: X	28-JAN-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	28-JAN-21 -- AAMATO
County Atty.	Approval to Form: X	29-JAN-21 -- DMCDERMOTT

<b>CPO</b>	<b>Approval: X</b>	<b>02-FEB-21 -- KOHAGENCE</b>
<b>DCEC</b>	<b>Approval: X</b>	<b>03-FEB-21 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>03-FEB-21 -- BSCHNEIDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>26-FEB-21 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> This is an amendment for de Bruin Engineering, P.C to to continue to provide construction management services for the cleaning and repair of Cedar Creek digesters and storage tanks. The amended term extends the contract through 02/12/2022, with the option for extending for one additional year.
<b>Method of Procurement:</b> RFP issued July 2014
<b>Procurement History:</b> RFP advertised in Newsday and on the County website, seven proposals were received
<b>Description of General Provisions:</b> This agreement will allow for de Bruin to continue to provide construction management services, including furnishing resident engineers, cost estimators, evaluations of contractor claims, project labor agreement administration and other construction related services.
<b>Impact on Funding / Price Analysis:</b> There are no additional funds being added to this agreement, only a time extension. Funding for this agreement was Capital Project 35100. The maximum amount remains the same at \$2,017,250.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation: (approve as submitted)</b> Recommend approval.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW	Revenue		1	PWCSWCSW/3510	\$ 0.01
Control:	35	Contract:			0/002/00003	\$ 0.00
Resp:	100	County	\$ 0.00			\$ 0.00
Object:	00002	Federal	\$ 0.00			\$ 0.00
Transaction:	CL	State	\$ 0.00			\$ 0.00
Project #:	35100	Capital	\$ 0.01			\$ 0.00
Detail:	002	Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 0.01		TOTAL	\$ 0.01
% Increase						
% Decrease						

RULES RESOLUTION NO.            – 2021

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with de Bruin Engineering, P.C., to provide construction management services associated with the Cedar Creek Water Pollution Control Plant Digester Rehabilitation and Cleaning project, 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 amended agreement with de Bruin Engineering, P.C.



Nassau County Interim Finance Authority

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

1. **Vendor:** de Bruin Engineering, P.C.

2. **Dollar amount requiring NIFA approval:** \$.01

**Amount to be encumbered:** \$.01

This is a Amendment

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: one year**

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

4. **Funding Source:**

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

AGREEMENT NO. S35100-02M IS INTENDED TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES TO THE DEPARTMENT OF ENVIRONMENTAL CONSTRUCTION GROUP. THESE SERVICES WILL BE NEEDED TO SUPPLEMENT OUR CURRENT STAFF OF ENGINEERS AND CONSTRUCTION INSPECTORS IN THE CONSTRUCTION MANAGEMENT EFFORTS REQUIRED FOR THE CEDAR CREEK CLEANING AND REPAIR OF DIGESTERS AND STORAGE TANKS, PROJECT 35100. The amended term is from 02/13/2021 through 02/12/2022, with the potential for extending the duration an additional one (1) year by letter.

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.

CNOLAN

29-JAN-21

**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.**

Jack Schnirman  
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: de Bruin Engineering, P.C.

CONTRACTOR ADDRESS: 1400 Old Country Rd Suite 106, Westbury, NY 11590

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 February 13, 2015 [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 an RFP was issued for qualified vendors, and thirteen (13) proposals were received on August 1, 2014. At which time de Bruin was selected as the best value for the County.

[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

1/21/21  
Date

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

# Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

## Vendor Disclosures

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

Name of Submitting Entity: DE BRUIN ENGINEERING, P.C.

Vendor's Address: 18 CRESTWOOD ROAD Port Washington NY US 11050

Vendor's EIN or TIN: 205248986

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:  
12/04/2020 03:34:06 PM

Lobbyist Registration and Disclosure Form:  
12/03/2020 05:35:08 PM

Business History Form certified:  
12/03/2020 05:08:40 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
12/03/2020 05:33:32 PM

# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Robert de Bruin [RDEBRUIN@DEBRUINENGINEERING.COM]	12/03/2020 05:19:00 PM

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

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

## CERTIFICATION

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

Robert de Bruin

*Name*

President

*Title*

de Bruin Engineering, PC

*Name of Submitting Entity*

12/21/2020 12:08:00 PM

*Date*

## Business History Form

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

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

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

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

Date: 01/06/2020

1) Proposer's Legal Name: de Bruin Engineering, PC

2) Address of Place of Business: 1400 Old Country Road, Suite 106

City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590

Country: US

Address: 11 Union Avenue

City: BETHPAGE State/Province/Territory: NY Zip/Postal Code: 11714

Country: \_\_\_\_\_

Start Date: 29-JUN-06 End Date: 07-DEC-18

3) Mailing Address (if different): 1400 Old Country Road

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

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

\_\_\_\_\_

4) Dun and Bradstreet number: 827 635 041

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

6) The proposer is a: Other (Describe) S Corp.

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

YES ☒ NO ☐ If yes, please provide details:

We are part of two joint ventures:

de Bruin-MXML, a Joint Venture

de Bruin-Gannett Fleming-LKB Joint Venture

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

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

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

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

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

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

"No Conflict Exists"

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

"No Conflict Exists"

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

"No Conflict Exists"

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Only hire ex-county employees under NC ethical guidelines.

Do not enter into business relationships with construction contractors who we have a role in supervising.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

06/29/2006

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

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

*No individuals with a financial interest in the company have been attached..*

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

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

*No officers and directors from this company have been attached.*

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

vi) Annual revenue of firm;

3400000

vii) Summary of relevant accomplishments

1 File(s) Uploaded: Firm Accomplishment Summary.pdf

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

2 File(s) Uploaded: C of A 2021.pdf, RWD License 2021 - new co. address.pdf

B. Indicate number of years in business.

14

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

2 File(s) Uploaded: Financial Statements - 2018.pdf, Technical Approach.pdf

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Suffolk County Department of Public Works

Contact Person Janice McGovern

Address 335 Yaphank Avenue

City Yaphank State/Province/Territory NY

Country US

Telephone (631) 852-4188

Fax #

E-Mail Address janice.mcgovern@suffolkcountyny.gov

Company Town of Hempstead

Contact Person Douglas Tuman, P.E., ESQ. - Commissioner

Address 350 Front Street

City Hempstead State/Province/Territory NY

Country US

Telephone (516) 812-3484

Fax #

E-Mail Address dtuman@tohmail.org

Company Hazen &amp; Sawyer

Contact Person Robert Pedenzin

Address 18 CRESTWOOD ROAD

City Port Washington State/Province/Territory NY

Country US

Telephone (516) 513-1314

Fax #

E-Mail Address rdebruin@debruinengineering.com



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

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

### **CERTIFICATION**

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Name of submitting business: de Bruin Engineering, PC

Electronically signed and certified at the date and time indicated by:  
Robert de Bruin [RDEBRUIN@DEBRUINENGINEERING.COM]

President  
Title

12/03/2020 05:08:40 PM  
Date

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

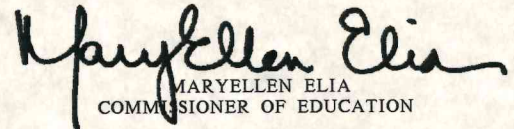
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE  
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION  
IS GRANTED WHICH ENTITLES

**DE BRUIN ENGINEERING PC  
C/O THE CORPORATION  
11 UNION AVENUE  
BETHPAGE, NY 11714-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 09/01/2018 TO 08/31/2021.



**CERTIFICATE NUMBER  
0015587**

  
MARYELLEN ELIA  
COMMISSIONER OF EDUCATION

**de Bruin Engineering, P.C.**

**Financial Statements  
And Supplementary Information**

**Years ended  
December 31, 2018 and 2017**

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**Joseph A. Albano, C.P.A., P.C.**

**Certified Public Accountant**



**de Bruin Engineering, P.C.**

**Financial Statements**

**Years ended December 31, 2018 and 2017**

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# JOSEPH A. ALBANO, C.P.A., P.C.

CERTIFIED PUBLIC ACCOUNTANT

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Member of:

American Institute of Certified Public Accountants

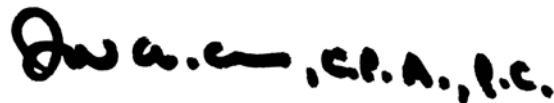
New York State Society of Certified Public Accountants

To Management  
de Bruin Engineering, P.C.  
Bethpage, New York

Management is responsible for the accompanying financial statements of de Bruin Engineering, P.C. (an S corporation), which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of income and retained earnings for the years then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The supplementary information contained in Schedules 1 and 2 is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.



Joseph A. Albano, C.P.A., P.C.  
Certified Public Accountant

Garden City, NY  
May 23, 2019

**de Bruin Engineering, P.C.**  
**Balance Sheets**  
**As at December 31, 2018 and 2017**

	<b>2018</b>	<b>2017</b>
<b>Assets</b>		
<b>Current Assets</b>		
Cash	\$ 106,150	\$ 214,544
Accounts Receivable - Billed	913,416	788,060
Accounts Receivable - Unbilled	586,831	515,258
Prepaid Expenses and Other Current Assets	8,112	-
Total Current Assets	<u>1,614,509</u>	<u>1,517,862</u>
<b>Fixed Assets - at Cost</b> (Net of Accumulated Depreciation of \$84,867 and \$70,418)	<u>11,282</u>	<u>7,520</u>
<b>Other Assets</b>		
Investment in Joint Ventures	6,368	5,538
Security Deposits	14,246	-
Total Other Assets	<u>20,614</u>	<u>5,538</u>
Total Assets	<u><u>\$ 1,646,405</u></u>	<u><u>\$ 1,530,920</u></u>
<b>Liabilities &amp; Stockholder's Equity</b>		
<b>Current Liabilities</b>		
Line of Credit - TD Bank	\$ 65,000	\$ -
Accounts Payable	248,743	46,988
Accrued Expenses Payable	14,950	8,850
Accrued Salaries Payable	49,826	42,518
Accrued Bonuses Payable	100,200	-
Accrued Taxes Payable	1,000	1,000
Client Retainers Payable	1,601	1,601
Total Current Liabilities	<u>481,320</u>	<u>100,957</u>
Total Liabilities	<u>481,320</u>	<u>100,957</u>
<b>Stockholder's Equity</b>		
Capital Stock	5,000	5,000
Additional Paid-in Capital	3,364	3,364
Retained Earnings	<u>1,156,721</u>	<u>1,421,599</u>
Total Stockholder's Equity	<u>1,165,085</u>	<u>1,429,963</u>
Total Liabilities & Stockholder's Equity	<u><u>\$ 1,646,405</u></u>	<u><u>\$ 1,530,920</u></u>

**See accountant's compilation report**

**de Bruin Engineering, P.C.**  
**Statements of Income and Retained Earnings**  
**Years ended December 31, 2018 and 2017**

	<b>2018</b>	<b>2017</b>
<b>Income</b>		
Gross Fee Revenue	\$ 3,016,697	\$ 3,668,972
Direct Expenses	<u>413,252</u>	<u>495,595</u>
Net Revenues	2,603,445	3,173,377
Direct Labor	<u>1,340,471</u>	<u>1,400,724</u>
Gross Profit	<u>1,262,974</u>	<u>1,772,653</u>
<b>Indirect Costs</b>		
Indirect Labor	509,729	689,824
Expenses - Schedule 1	<u>644,988</u>	<u>683,581</u>
Total Indirect Costs	<u>1,154,717</u>	<u>1,373,405</u>
Income (Loss) From Consulting Services	108,257	399,248
<b>Other Expenses - Schedule 2</b>	<u>20,858</u>	<u>14,545</u>
Income (Loss) Before Other Income	<u>87,399</u>	<u>384,703</u>
<b>Other Income (Loss)</b>		
Interest Income	939	1,015
Partnership Income (Loss)	<u>-</u>	<u>-</u>
Total Other Income (Loss)	<u>939</u>	<u>1,015</u>
Income (Loss) Before Provision For Income Taxes	88,338	385,718
Provision for Income Taxes	<u>1,000</u>	<u>1,000</u>
Net Income (Loss) For Year	87,338	384,718
Retained Earnings - Beginning of Year	1,421,599	1,500,308
Less: Distributions to Shareholder	<u>(352,216)</u>	<u>(463,427)</u>
Retained Earnings - End of Year	<u><u>\$ 1,156,721</u></u>	<u><u>\$ 1,421,599</u></u>

**See accountant's compilation report**

## **Supplementary Information**

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**de Bruin Engineering, P.C.**  
**Schedules to Financial Statements**  
**Years ended December 31, 2018 and 2017**

	<b>2018</b>	<b>2017</b>
<b>Schedule 1 - Indirect Expenses</b>		
Automobile Expenses	\$ 8,653	\$ 5,852
Bank Charges	1,704	2,158
Computer Supplies & Services	70,668	63,611
Data Processing	687	549
Depreciation	14,449	1,839
Insurance - Employee Group Health	127,123	153,279
Insurance - General Liability	3,095	2,931
Insurance - Professional Liability	33,821	33,750
Library & Reference Data	398	155
Office & Technical Supplies	3,333	4,368
Payroll Taxes & Fringe Benefits	181,325	212,692
Pension Plan Contributions	67,772	76,227
Postage & Shipping	233	459
Professional Development	4,066	4,014
Professional Dues, Subscriptions & Licenses	5,610	6,646
Professional Fees - Accounting	28,725	18,050
Professional Fees - Other	-	-
Recruitment Expenses	47	-
Rent	60,593	68,431
Repairs & Maintenance	1,410	-
Reproduction & Duplication	1,015	503
Staff Travel	9,433	9,153
Subscriptions & Publications	1,379	1,295
Telephone	19,449	17,619
	<hr/>	<hr/>
Total Indirect Expenses	<u><u>\$ 644,988</u></u>	<u><u>\$ 683,581</u></u>

**See accountant's compilation report**

**de Bruin Engineering, P.C.**  
**Schedules to Financial Statements**  
**Years ended December 31, 2018 and 2017**

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	<b>2018</b>	<b>2017</b>
<b>Schedule 2 - Other Expenses</b>		
Advertising	\$ 41	\$ 4,217
Bad Debts	-	-
Business Gifts	686	296
Contributions - Charitable	11,697	6,247
Contributions - Political	-	-
Entertainment	5,504	1,790
Fines & Penalties	-	-
Interest Expense	-	505
Miscellaneous	-	-
Public Relations	2,930	1,490
Total Other Expenses	<u>\$ 20,858</u>	<u>\$ 14,545</u>

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See accountant's compilation report



## FIRM PROFILE

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**Name & Location**

*de Bruin Engineering, P.C.  
1400 Old Country Road, Suite 106  
Westbury, NY 11590*

**Established**

*June 2006*

**Successor to**

*A. James de Bruin & Sons, LLP  
Limited Liability Partnership  
Established June 1996*

*A. James de Bruin, Sole Proprietor  
Established June 1964*

**President**

*Robert W. de Bruin, P.E.  
516.513.1314  
[rdebruin@debruinengineering.com](mailto:rdebruin@debruinengineering.com)*

**Staff**

*16 staff members including  
3 Licensed Professional Engineers  
and 1 Registered Architect*

**Annual Billings**

*\$3.8 million*

**Major Clients**

*Nassau County  
Suffolk County  
Town of Hempstead  
Town of Oyster Bay  
City of Long Beach  
Village of Garden City*

*United States Tennis Assoc.*

*Perkins Eastman  
Graf & Lewent*

de Bruin Engineering, and its predecessors, have been providing Civil Engineering services to private and public clients for over 50 years. The firm is a full-service engineering firm offering Design and Construction Management services.

de Bruin is organized so that sole principal is directly responsible for the creative and technical design efforts of the firm. The firm's designers work in conjunction with Project Managers who are responsible for ensuring that the project designs meet the client's objectives for functionality, aesthetics and budget; and who ensure that the projects are properly permitted for construction.

We are used by our clients for a large range of improvement and redevelopment projects. Our design work includes Site and Utility Design for Municipal, Commercial, Educational, Religious, Medical and Recreation Facilities; and design of Road Improvements and Storm Water Management for municipalities.

We provide Construction Management services on work designed in-house as well as work designed by others. Our Construction Management services include cost estimating, constructability reviews, permitting, bidding and negotiation, construction administration, and resident engineering and inspection for quality assurance.

Our work is wholly located within the New York metropolitan area, so we have extensive experience with the local conditions, contractors and agencies which increases the efficiency and quality of the services that we provide.

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## REPRESENTATIVE PROJECTS

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### ***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.





## REPRESENTATIVE PROJECTS

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### **Bay Park Sewage Treatment Plant Electrical Distribution System (Phase 1) East Rockaway, 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>• Electrical Distribution System at Bay Park STP.</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 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>	<b>Construction</b>
\$28,670,000	<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>Completion Date</b>	
2016	
<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	

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## *REPRESENTATIVE PROJECTS*

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### ***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.
-



## REPRESENTATIVE PROJECTS

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

**Owner    Site Description**

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

- 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.

**Project Objectives**

- Upgrade and construct new building, perform demolition and replacement of all equipment & systems while keeping all processes operational during construction.

**Construction**

- 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.

**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.

**Contact**

Joseph Davenport, PE  
Deputy Commissioner  
of Public Works  
516.571.9608

**Estimated Cost**

\$1,700,000

**Completion Date**

2015

**Contractors**

Philip Ross Industries  
Bana Electric

**Wick's Law**

Yes



## REPRESENTATIVE PROJECTS

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

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

**Contact**  
Joseph Davenport, PE  
Deputy Commissioner  
of Public Works  
516.571.9608

**Estimated Cost**  
\$20,000,000

**Completion Date**  
2010

**Contractors**  
R.J. Industries, Inc.  
Eldor Electric  
HVAC Incorporated

**Wick's Law**  
Yes

**Site Description**

- Gravity Belt Thickener Facility at Cedar Creek WPCP.

**Project Objectives**

- 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.

**Construction**

- Installation of a Gravity Belt Thickener Facility within an existing building;
- 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;
- Installation of all associated instrumentation, controls, electrical, mechanical and HVAC systems.

**Services Provided**

- 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.
  - Oversee project to coordinate with plant operations to ensure seamless operations of the plant while the facility is under construction.
-



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

#### **Owner Site Description**

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

- Sludge Dewatering Facility located at Cedar Creek WPCP.

#### **Project Objectives**

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

#### **Contact Construction**

Joseph Davenport, PE  
Deputy Commissioner  
of Public Works  
516.571.9608

- 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.

#### **Services Provided**

**Estimated Cost**  
\$35,400,000

- 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.

**Completion Date**  
2012

- Construction inspection was critical due to the coordination of multiple trades in operation at any one time.

#### **Contractors**

Blue Water Environmental  
Geo-Tech Construction  
Bana Electric  
Snow Industries

- Oversee project to coordinate with plant operations to ensure seamless operations of the plant while the facility is under construction.

**Wick's Law**  
Yes





## REPRESENTATIVE PROJECTS

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### **Bay Park Sewage Treatment Plant Dechlorination Facility East Rockaway, 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>• Dechlorination Facility at Bay Park STP.</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 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>Completion Date</b>	<b>Construction</b>
2012	<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>Contractors</b>	<b>Services Provided</b>
R.J. Industries, Inc. Cooper Power and Lighting	<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	

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## REPRESENTATIVE PROJECTS

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### ***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.

**Contact**

*Joseph Davenport, PE  
Deputy Commissioner  
of Public Works  
516.571.9608*

**Construction**

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

**Estimated Cost**  
\$6,500,000

**Services Provided**

- Construction inspection and scheduling.

**Work Dates**  
2007-2009

**Project Delivery**

- Build.

**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.





## REPRESENTATIVE PROJECTS

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

**Owner    Site Description**

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

- The Cedar Drive Pumping Station and the Roosevelt Boulevard Pumping Station was an operation that contained antiquated equipment that was beyond repair.

**Project Objectives**

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

**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.

**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.

**Contact**

*Joseph Davenport, PE  
Commissioner of Public Works  
516.571.9608*

**Estimated Cost**

*\$3,839,340*

**Completion Date**

*2006*

**Project Team**

*Project Management – de Bruin*





## REPRESENTATIVE PROJECTS

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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 Foxborro 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>	<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>Contractors</b>	<b>Services Provided</b>
James McCullagh Co. Seacrest Construction Bana Electric	<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>
<b>Wick's Law</b>	
Yes	

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## REPRESENTATIVE PROJECTS

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### **Cedar Creek WPCP Aeration Tank Covers and Odor Control 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>• Odor Control Building 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>• Reduce odors at the facility and the surrounding community.</li></ul>
<b>Estimated Cost</b>	<b>Construction</b>
\$15,000,000	<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></ul>
<b>Completion Date</b>	<ul style="list-style-type: none"><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>
2003	<b>Services Provided</b>
<b>Contractors</b>	<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>
Durr Mechanical Snow Industries Hinck Electric	
<b>Wick's Law</b>	
Yes	
<b>Project Labor Agreement</b>	
Yes	

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## REPRESENTATIVE PROJECTS

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

#### **Owner Site Description**

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

- The Final Tanks and associated building was a facility that contained outdated manual equipment.

#### **Project Objectives**

- Bring building and equipment up to date.

#### **Construction**

- Demolition of eight Final Tanks and two buildings that incorporated the Final Tank equipment.
- 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.

#### **Estimated Cost**

\$27,500,000

#### **Completion Date**

2000

#### **Contractors**

N. Kruger, Inc.  
James McCullagh Co. Inc.  
Gordon L. Seaman, Inc.  
Botto Mechanical Corp.  
Carken Plumbing Corp.

#### **Services Provided**

- Project management, RFI responses, negotiation of change orders, contractor claims evaluation and chairing project meetings. Negotiation with Surety.

#### **Project Delivery**

- Construction contractor defaulted and project was completed eight months behind original baseline schedule with acceleration of new schedule after hiring new contractor.

#### **Wick's Law**

Yes

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

<b>Owner</b> Nassau County Department of Public Works 1194 Prospect Avenue Westbury, NY 11590	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.
<b>Completion Date</b> 2000	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
<b>Type of Project</b> Renovation	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.
<b>Estimated Cost</b> \$7,000,000	
<b>Project Director</b> Phil Campisi	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
<b>Contact</b> Joseph Davenport, PE Acting Division Head of Sanitation & Water Supply 516.571.9608	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.
<b>Contractors</b> Yeroush Corp. Dart Mechanical Gordon L. Seaman, Inc.	
<b>Wick's Law</b> Yes	





## ***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 partitions 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.



## REPRESENTATIVE PROJECTS

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### **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>
Joesph 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	

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## REPRESENTATIVE PROJECTS

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

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

**Contact**  
Joseph Davenport, PE  
Deputy Commissioner  
of Public Works  
516.571.9608

**Construction Cost**  
\$27,126,393

**Completion Date**  
1992

**Contractors**  
Mars/Normel.  
James McCullagh  
Hinck Electric  
Anron Air Systems

**Wick's Law**  
Yes

**Site Description**

- Gravity Facility at Cedar Creek WPCP
- Influent Screen at Cedar Creek WPCP
- Hypochlorite Transfer Facility at Cedar Creek WPCP

**Project Objectives**

- 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.

**Construction**

- 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.
  - 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.
  - 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.
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## *REPRESENTATIVE PROJECTS*

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### ***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.
-



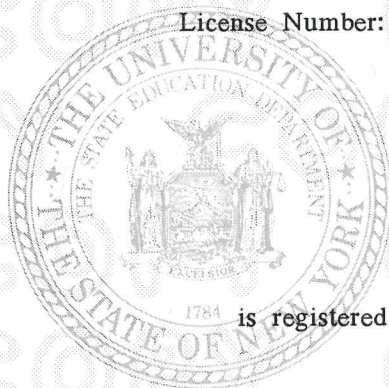
**The University of the State of New York  
Education Department  
Office of the Professions**

**REGISTRATION CERTIFICATE**

**Do not accept a copy of this certificate**

License Number: 062942-01

Certificate Number: 0712407UPD



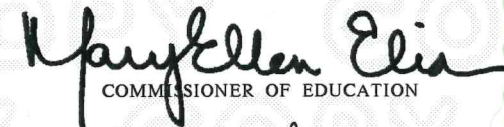

DE BRUIN ROBERT W  
1400 OLD COUNTRY ROAD  
SUITE 106  
WESTBURY

NY 11590-0000

is registered to practice in New York State through 01/31/2021 as a(n)  
**PROFESSIONAL ENGINEER**

LICENSEE/REGISTRANT

  
EXECUTIVE SECRETARY

  
COMMISSIONER OF EDUCATION  
  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

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Our management of this project will involve the following activities, which will be the responsibility of our Resident Engineer/Construction Inspector.

#### Pre-Construction Services

- Constructability Review (Review of construction contract documents). We will review the Construction Documents to identify issues that may impact the Contractor's ability to construct the project; the Nassau County's ability to operate the project; and the items that may result in change orders. The earlier in the project that issues that will change the project are addressed, the lower their impact on the schedule and the budget. Review includes the following:
    - Review all significant equipment, products, materials, and finishes and advise the County based on our experience of any changes that should be considered.
    - Review documents for gaps and/or conflicts that require clarification and may result in change orders. RFI's will be issued to the designers for anything identified.
    - Review documents for coordination issues between disciplines that may result in change orders.
    - Review locations of equipment, pumps, electrical switchgear/systems and mechanical systems and advise the county based on our experience of any changes that should be considered to ensure ease of construction, operation and maintenance.
  - Setting up of project files and record keeping systems. We have used various web-based Construction Document Management Systems that are used for organizing, transmitting, and tracking project documents including Submittal Exchange, Microsoft SharePoint and Oracle Contract Manager. We have worked on Bay Park STP E1 Project and are currently working on Cedar Point Pump Station and Sage Lake/Lawrence Pump Stations and are familiar with the Electronic System and the Standard Operating Procedures for the Joint Venture and the Nassau County Department of Public Works Standards. In addition we have implemented Submittal Exchange at the Cedar Creek job – site for the Digester Rehabilitation Project. This system is used for tracking submittals, procurement schedules, meetings, RFI's, punch lists and changes to the contract. The document management system is an electronic tool for storing and most importantly logging the existence and status of project documents. It will be
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setup prior to the start of the construction and will be employed and updated throughout the project. Stored documents will include:

- Pre-Construction
    - a. Construction Document Review Reports
    - b. Bid Report
    - c. Field Office Accounting Records
    - d. Pre Construction Photographs
  - General Communication
    - a. Contract Drawings (conformed)
    - b. Project Manual (conformed)
    - c. Insurance Certificates
    - d. Subcontractor and Supplier Records
    - e. Permits and Permit Modifications
    - f. Meeting Notes
    - g. Progress Reports
    - h. Correspondence
    - i. E-mail
    - j. Progress Photographs
    - k. RFI's
    - l. Supplemental Drawings and Instructions
  - Schedule, Payment, Changes
    - a. Baseline Schedule and Schedule Update Reports
    - b. Payment Requisitions with all Supporting Data
    - c. Projected Cash Flow Reports
    - d. Contract Change Claims and Records
  - Quality Assurance and Quality Control
    - a. Shop Drawings
    - b. Coordination Drawings
    - c. Inspectors Reports
    - d. Material Delivery Documentation
    - e. Test Reports
    - f. Start-up Reports
    - g. Deficiency Notices
    - h. Certifications
  - Safety
    - a. Health and Safety Reports
-

- b. Activity Hazard Analysis
    - c. Safety Violation Reports
  - Maintenance of Plant Operations
    - a. MOPO Plans
  - Beneficial Use and Closeout
    - a. O&M Manuals
    - b. Record Drawings
    - c. Training Documentation
    - d. Warranties and Guarantees
    - e. Key Lists
    - f. Spare Parts Documentation
    - g. Punch List
    - h. Certificates of Substantial Completion and Final Completion
  - Pre-construction meeting with the Contractor to review all of the General Requirements for the project and to establish communications procedures. Meeting notes will be prepared by our staff and distributed within one week of the meeting. The agenda will include the following:
    - Pre-Construction Activities
      - a. Submission of Bonds and insurance
      - b. Contract Signing
      - c. Setting Notice to Proceed and Contract Completion dates
      - d. Work Days and Hours
      - e. Establishment of Field Offices, plant access/pump station access Contractor staging and parking area
    - Communication and Record Keeping
      - a. Communication protocols with CM, Designers, Program Manager and NCDPW
      - b. Procedure for Submittals
      - c. Procedure for RFI's
      - d. Meeting Schedules – Progress, Update, Foreman Meetings, Daily Work Plans
    - Schedule, Payments and Changes
      - a. Procedure for contractor creating cost loaded CPM and procurement schedule that will be reviewed by CM
      - b. Procedure for Progress Payments
      - c. Procedure for Contract Changes
-

- Quality Assurance/Quality Control
    - a. Submittals and Layout Drawings
    - b. Responsibilities for and Coordination of Inspections and Testing
    - c. Certifications from Vendors
    - d. Permit Requirements
  - Safety
    - a. Review of each parties responsibility for job site safety
  - Maintenance of Plant Operations
    - a. Procedures for identifying, submitting, and approving activities that interrupt the plant's operations
  - Beneficial Use and Closeout
    - a. O&M Manuals
    - b. Record Drawings
    - c. Training Documentation
    - d. Warranties and Guarantees
    - e. Key Lists
    - f. Spare Parts Documentation
    - g. Punch Lists
    - h. Certificates of Substantial and Final Completion
  - Review of contractor's administrative submittals including bid breakdown, project work plan, daily manpower schedule, subcontractors and suppliers, emergency contacts, bonds and insurance.
  - Project Scheduling – This construction contract has duration of 18 months with a Single Prime Contract. The Single Prime Contractor will prepare the CPM schedule and monthly updates. This will include cost loading and resource loading. We will review the CPM baseline schedule including the cost loading with the contractor. This format will establish sequence of work, MOPO's and milestone dates for major activities. Review of the CPM will allow us to verify that the baseline logic and milestone dates are reasonable, complete and achievable. Once the schedule is approved, it will become the document that will be used to track the project and will be updated by the contractor on a monthly basis. Prior to the update meeting we will prepare and distribute a schedule report on a monthly basis that will consist of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested means of recovery. In addition to review of the base line and the cost loading of the schedule we will review the monthly updates, analyze delays and provide
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recovery schedule logic to get project back on schedule, and negotiate delay claims.

#### Construction Management and Inspection

Construction inspection will be performed by the Resident Engineer and Inspector through the course of the project. The work will consist of the following:

- Bi-weekly or weekly project meetings to review progress since the previous meeting, project progress through the next meeting, and resolve outstanding technical and administrative issues. Meeting notes will be prepared by our staff and distributed within one week of the meeting.
  - Daily inspection of the contractor's work to ensure conformance with the contract documents. Staff will maintain daily reports that will indicate how the project was staffed by the contractor, weather conditions, items of work performed, items of work that have been found defective, and summary of communications. Inspection will also include preparation of field notes indicating as-built locations of work.
  - Inspection staff will collect copies of all delivery tickets and will check tickets for concrete, asphalt, and aggregate deliveries against approved design mixes. Inspection staff will check all materials delivered to the project to ensure conformance with construction documents and approved shop drawings.
  - Inspection staff will sample materials for laboratory testing. Resident engineer will review test results when they are returned from the lab for conformance with specifications and will consult with the construction support team if there are problems.
  - Resident engineer will work closely with project designer to ensure that RFI's are responded to in a timely manner.
  - Resident engineer will work closely with Nassau County Operations to ensure seamless transition of pump station shutdowns and MOPO's.
  - Resident engineer will maintain open communication with the contractor and the County to minimize inconvenience to plant operations and to resolve issues that arise out of the construction.
  - Inspection staff will maintain an ongoing punch list and deliver updated copies to the Contractor on a regular basis.
  - Once a month we will review payment quantities with the Contractor and prepare an estimate of work completed for the Contractor's use in submitting a claim. We
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will review the Contractor's claim and supporting documentation before forwarding it on to the County.

- Once a month we will prepare a project status and cost control progress report to the County summarizing the progress of the work, construction and consulting costs incurred to date, and projections of work and costs through the remainder of the project, project issues, change orders, deficiency log and photographs on an as needed basis. This status report will also include an update of the project schedule and the assignment of responsibility for any delays to the schedule.
- The contractor is responsible for safety on the construction site and is required to prepare a Health and Safety Plan (HASP) for the protection of all personnel working at the site. We will review and comment on the plan to ensure that it meets the requirements of the contract documents and applicable regulations. No work will be conducted on the site prior to the approval of the HASP. During construction the CM will notify the contractor of any observed violation of the HASP. Where violations of the HASP render areas of the project unsafe for inspection, any work conducted in those areas while the unsafe conditions prevail will be deemed to be defective.
- CM will perform as the PLA Administration and help resolve all issues with respect to the contract in accordance with the terms Nassau County's Master Project Labor Agreement as amended for this project.
- CM will provide administration of the Project and will administer all construction contracts on the County's behalf.
- CM will be responsible for the contractor's compliance with County, State and Federal standards and will provide the required compliance documentation.

#### Beneficial Use and Closeout

Beneficial Use and Closeout covers the process of turning the completed work over to the County and closing out the project. Preparation for this phase begins on day one of the project as CPM is developed.

- O&M Manuals for all individual pieces of equipment and for the delivered system as a whole must be submitted by the contractor and approved. The contractor will not be permitted to do system start-up and training until receiving approval of the O&M Manuals.
  - Submission and approval of As Built drawings of the work. These will be reviewed by the CM for completeness and accuracy.
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- Start Up and Testing procedures will be submitted by the contractor no less than three months before the planned start-up. Procedures will be submitted and reviewed for testing the operation of each piece of equipment and the system as a whole. After initial testing of the equipment and the systems the contractor and the vendors will conduct an operational test which includes the operation of the entire portion of the system and how it affects the pump station. This gives pump station personnel the opportunity to receive additional training and observe how the new equipment functions under working conditions.
  - The contractor will provide to the County through the CM all required spare parts, fluids, special tools, keying schedules, and keys necessary for the operation and maintenance of the equipment. We will document receipt of all materials.
  - The contractor and vendors will be required to provide training to designated plant staff in the operation and maintenance of the new equipment and systems. We will observe the training and document attendance. At the completion of training, the trainers and plant staff will sign certifications for each staff member that he/she has obtained satisfactory knowledge to operate and maintain the system.
  - As construction is being completed the project team will work with the contractor to complete the closeout of the project and will include the following:
    - Delivery of all warranties and guarantees issued by the vendors in the county's name.
    - Delivery of all certifications such as Electrical Inspection certificates and Fire Marshal approvals.
    - Preparation of punch lists by CM and completion of same by the contractor.
    - Resolution of any outstanding claims on the contract made by the contractor or the county.
    - Removal of all contractor's equipment, trailers, materials and improvements from staging areas and restoration of the areas to the conditions required by the contract documents.
    - Delivery of Maintenance Bonds or reduction in retainage as required by the contract.
    - Submission and approval of the final payment requisition.
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COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

Friends of James Kennedy  
Jack Schnirman For Nassau  
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.

Electronically signed and certified at the date and time indicated by:  
Robert W. de Bruin [RDEBRUIN@DEBRUINENGINEERING.COM]

Dated: 12/04/2020 03:34:06 PM

Vendor: de Bruin Engineering, PC

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

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



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

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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

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

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

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

Electronically signed and certified at the date and time indicated by:  
Robert W. de Bruin [RDEBRUIN@DEBRUINENGINEERING.COM]

Dated: 12/03/2020 05:35:08 PM

Vendor: de Bruin Engineering, PC

Title: President

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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: 02/08/1958  
Home address: 18 Crestwood Road  
City: Port Washington State/Province/Territory: NY Zip/Postal Code: 11050  
Country: US

Business Address: 1400 Old Country Road, Suite 106  
City: WESTBURY State/Province/Territory: NY Zip/Postal Code: 11590  
Country: US  
Telephone: (516) 513-1313

Other present address(es):  
City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590  
Country: US  
Telephone: 5165131314

List of other addresses and telephone numbers attached

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

President	<u>06/29/2006</u>	Treasurer	<u></u>
Chairman of Board	<u></u>	Shareholder	<u></u>
Chief Exec. Officer	<u></u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u></u>		
(Other)	<u></u>		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ 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 ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Nanjim Realty Corp. - Treasurer

Landmark on Main Street, Inc. - Secretary  
de Bruin-MXML, a Joint Venture - Partner  
de Bruin-Gannett Fleming-LKB Joint Venture - Partner

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

YES ☒ NO ☐ If Yes, provide details.

de Bruin-MXML was awarded an On Call Agreement for Civil Engineering Services in September 2017. Contract had a term of 3 years and has been extended for 1 additional year. We are currently performing one (1) work order under this agreement.

de Bruin-Gannett Fleming-LKB was awarded a contract for CM services for the Plant Expansion of Bergen Point Wastewater Treatment Plant in 2013. Contract was amended in May 2020.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

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

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

**CERTIFICATION**

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

de Bruin Engineering, PC

Name of submitting business

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

Robert de Bruin [RDEBRUIN@DEBRUINENGINEERING.COM]

President

Title

12/03/2020 05:19:00 PM

Date

## COUNTY OF NASSAU

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

1. Name of the Entity: de Bruin Engineering, PCAddress: 1400 Old Country Road, Suite 106City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590Country: US2. Entity's Vendor Identification Number: 20-52489863. Type of Business: Other (specify) S Corp.

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

First Name	<u>Robert</u>		
Last Name	<u>de Bruin</u>		
MI	<u>W</u>	Suffix	<u></u>
Address	<u>18 Crestwood Road</u>		
City	<u>Port Washington</u>	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>11050</u>
Country	<u>US</u>		
Position	<u>President</u>		

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.  
If none, explain.

First Name	<u>Robert</u>		
Last Name	<u>de Bruin</u>		
MI	<u>W</u>	Suffix	<u></u>
Address	<u>18 Crestwood Road</u>		
City	<u>Port Washington</u>	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>11050</u>
Country	<u>US</u>		
Position	<u>President</u>		

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.

de Bruin Engineering is part of two joint ventures, neither of which will be participating in this contract. They are:  
de Bruin-MXML, a Joint Venture  
de Bruin-Gannett Fleming-LKB Joint Venture

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

Electronically signed and certified at the date and time indicated by:  
Robert de Bruin [RDEBRUIN@DEBRUINENGINEERING.COM]

Dated: 12/03/2020 05:33:32 PM

Title: President

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

## **AMENDMENT NO. 2**

THIS AMENDMENT No. 1 (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) the County of Nassau, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) de Bruin Engineering, P.C., a consulting engineering firm having its principal office at 1400 Old Country Road, Suite 106, Westbury, NY 11590 (the "Firm").

### **WITNESSETH:**

WHEREAS, pursuant to County contract number S35100-02M between the County and the Firm, executed on behalf of the County on February 13, 2015 (the "Original Agreement"), the Firm performs construction management services for the County in connection with the Cedar Creek Water Pollution Control Plant Digester Rehabilitation and Cleaning project, which services are more fully described in the Original Agreement;

WHEREAS, the term of the Agreement, was from February 13, 2015, through February 12, 2019 (the "Original Term"); and extended to February 12, 2021 (Amendment No. 1)

WHEREAS, the County and the Firm desire to amend the Term of the Original Agreement; and

WHEREAS, the County and the Firm desire to amend the Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

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

1. Amended Term. The term shall be extended for one (1) year, so that the termination date of the Agreement as amended by this Amendment shall be February 12, 2022 (the "Amended Expiration Date"). Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Amended Agreement for a period of up to one (1) year by delivering a notice of extension from the Commissioner of DPW, to the Firm at least thirty (30) days prior to the Expiration Date. The Amended 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 extension.

2. Compliance with Law. Section 7 of the Original Agreement is amended to include the following:

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's

registration protocol. As used in this Agreement the word “Law” includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the “Vendor Code of Ethics”), and will comply with all of its provisions;
- (ii) All of the Contractor’s Participating Employees, as such term is defined in the Vendor Code of Ethics (the “Participating Employees”), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;


- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and the Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

3. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

DEBRUIN ENGINEERING, P.C.

By: 

Name: Robert W. de Bruin

Title: President

Date: January 11, 2021

COUNTY OF NASSAU

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

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

Title: Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK


STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 11th day of January in the year 2021 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, PC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



CAROLINE CIAMPA  
Notary Public, State of New York  
No. 01CI6185662  
Qualified in Nassau County  
Commission Expires 04/21/2024

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

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

NOTARY PUBLIC

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

**TO:** Office of County Executive:  
Att: Brian J. Schneider, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** February 3, 2021

**SUBJECT:** Cedar Creek WPCP Digester Rehabilitation and Cleaning  
Recommendation to Amend Professional Services Agreement with  
De Bruin Engineering P.C.  
Agreement No.: S35100-02M  
Encumbrance No.: CFPW14000051

Please be advised that the contract between de Bruin Engineering P.C. (de Bruin) and Nassau County Department of Public Works (the Department) for construction management services requires a retro-active Contract Amendment.

de Bruin was selected by the Department for the Cedar Creek WPCP Digester Rehabilitation and Cleaning construction management contract. The Construction Contract requires the cleaning and rehabilitation of nine (9) anaerobic digesters, however, due to unforeseen existing conditions of the interior of the digesters e.g. lead based paint coatings, corrosion & holes through the digester covers, cracks in the concrete floor, and groundwater infiltration, along with other delays, only three (3) of the nine (9) digesters were completed and turned over to the County. An amendment to deBruin's CM agreement is necessary to successfully complete the closeout process and conclude the project.

de Bruin has been providing construction management services for the subject project starting February 13, 2015; however, the term of their personal service agreement expired on February 12, 2018 and a one (1) year extension letter advanced the expiration date to February 12, 2019. Amendment No. 1 extended their agreement to February 12, 2021, however, there are many unresolved items that persist during closeout, requiring an additional time extension. It is the intent of this Department to amend the existing agreement to extend CM services for an additional one (1) year, with the option for an additional one (1) year extension by letter if needed. There is no added cost associated with this amendment.

The Department intended to conclude closeout of this project within the previously amended time, however, there are several disputed items yet to be resolved, and will require more negotiating between the County and the General Contractor. The County has presented several good faith solutions to bring the process to a close, but none were accepted to date by the General Contractor, which contributed to the delay in processing this amendment.





Office of the County executive

Att: Brian J. Schneider, Deputy County Executive

February 3, 2021

Page 2

SUBJECT: Cedar Creek WPCP Digester Rehabilitation and Cleaning  
Recommendation to Amend Professional Services Agreement with  
De Bruin Engineering P.C.  
Agreement No.: S35100-02M  
Encumbrance No.: CFPW14000051

de Bruin's construction management services are needed to achieve a successful completion of construction close-out activities. They, having been the CM for this project, should continue to be retained based on their technical expertise and intimate knowledge and understanding of the Cedar Creek WPCP Digester Rehabilitation and Cleaning projects.

Please sign this memorandum signifying your approval of this contract amendment and return to this office.



Kenneth, G. Arnold  
Commissioner

KGA:VF:rp

c: Vincent Falkowski, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Edward Visone, Assistant Superintendent of Sanitary Construction  
Graham Sharkey, Adrian Hamilton, Jacobs

APPROVED:

 2/3/2021

Brian J. Schneider  
Deputy County Executive

Date

DISAPPROVED:

\_\_\_\_\_  
Brian J. Schneider Date  
Deputy County Executive

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

01/25/21

Name and Title of Authorized Representative

m/d/yy

Signature

Date

de Bruin Engineering P.C.

Name of Organization

1400 Old Country Rd, Suite 106, Westbury, NY 11590

Address of Organization



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2021

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).

<b>PRODUCER</b> Risk Strategies Company 420 Lexington Avenue, Suite 2700 New York, NY 10170	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <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 Company</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> </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 Company	16691	INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> de Bruin Engineering, P.C. 1400 Old Country Road, Suite 106 Westbury NY 11590														

## COVERAGES

CERTIFICATE NUMBER: 59839872

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Valuable Papers: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	680-4H995088	12/3/2020	12/3/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	680-4H995088	12/3/2020	12/3/2021	COMBINED SINGLE LIMIT (Ea accident) \$ Included in BODILY INJURY (Per person) \$ General Liability 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP-3128T825	12/3/2020	12/3/2021	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	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				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	Professional Liability Includes Pollution			DPP4203254	1/31/2021	1/31/2022	Per Claim \$3,000,000 Aggregate \$4,000,000

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

Project # S35100-02M Nassau County Dept. of Public Works is included as additional insured on a primary and non-contributory basis with respects to General Liability, Automobile Liability and Umbrella Liability where required by written contract/agreement. Waiver of subrogation applies with respect to marked policies on a blanket basis.


## CERTIFICATE HOLDER

## CANCELLATION

Nassau County Department of Public Works 1194 Prospect Avenue Westbury NY 11590	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 <div style="text-align: right;"><i>M B Christian</i></div> Mike Christian

**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): 1400 Old Country Road, Suite 106, Westbury, NY 11590
Authorized Representative (name/title): Robert de Bruin/President
Authorized Signature: 
Contract Number: S35100-02M
Contract/Project Name: Cedar Creek WPCP Digester Rehabilitation and Cleaning
Contract/Project Description: Construction Management for Rehabilitation and Cleaning of Digesters at Cedar Creek WPCP

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

	Amount (\$)	Percentage (%)
Total Dollar Value of the Prime Contract	\$2,017,250.00	
Total MBE Dollar Amount	\$13,499.00	0.7%
Total WBE Dollar Amount	\$30,713.00	1.5%
Total Combined M/WBE Dollar Amount	\$44,212.00	2.2%

**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
Name: V.J. Associates Address: 100 Duffy Avenue City: Hicksville State/Zip Code: N.Y. 11801 Authorized Representative: Telephone No. (516) 932-1010	Cost Estimating	Amount (\$): 13,499.00  Award Date:	Start Date: 09/22/2014  Completion Date: 12/18/2018
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$):  Award Date:	Start Date:  Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$):  Award Date:	Start Date:  Completion Date:



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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount(\$ ) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Avila Consultants, LLC Address: 116 Fairfield Road City: Fairfield State/Zip Code: NJ/07004 Authorized Representative: Lucyna Pelc-Maj Telephone No. 1 (973) 575-6327	Scheduler	Amount (\$): 30,7130.00  Award Date: May 21, 2015	Start Date: May 21, 2015  Completion Date: May 3, 2019
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$):  Award Date: 	Start Date:  Completion Date: 
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$):  Award Date: 	Start Date:  Completion Date: 



E-187-19

**NIFS ID:CLPW19000003 Department: Public Works**

**Capital: X**

SERVICE: Amend #1-CM Svces-Environmental Construction-S35100-02M

Contract ID #:CFPW14000051

NIFS Entry Date: 15-MAR-19

Term: from 12-FEB-19 to 12-FEB-20

Amendment
Time Extension: X
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
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>DEBRUIN ENGINEERING, P.C.</b>	Vendor ID#: <b>205248986</b>
Address: 11 UNION AVENUE BETHPAGE, NY 11714	Contact Person: ROBERT DEBRUIN
	Phone: 516-579-3110

<b>Department:</b>
Contact Name: VINCENT FALKOWSKI
Address: 3340 MERRICK ROAD WANTAGH, NY 11793
Phone: 516-571-7515

## Routing Slip

Department	NIFS Entry: X	23-AUG-18 -- GSHARKEY
Department	NIFS Approval: X	26-MAR-19 -- RDALLEVA
DPW	Capital Fund Approved: X	26-MAR-19 -- RDALLEVA
OMB	NIFA Approval: X	26-MAR-19 -- CNOLAN
OMB	NIFS Approval: X	26-MAR-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	27-MAR-19 -- AAMATO
County Atty.	Approval to Form: X	27-MAR-19 -- NSARANDIS
CPO	Approval: X	13-AUG-19 -- KOHAGENCE

DCEC	Approval: X	14-AUG-19 -- JCHIARA
Dep. CE	Approval: X	14-AUG-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	30-AUG-19 -- JSCHANTZ
Legislature	Approval: X	10-SEP-19 -- LVOCATURA
Comptroller	Deputy: X	16-OCT-19 -- JSCHOEN
NIFA	NIFA Approval:	

## Contract Summary

<p><b>Purpose:</b> AGREEMENT NO. S35100-02M IS INTENDED TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES TO THE DEPARTMENT'S ENVIRONMENTAL CONSTRUCTION GROUP. THESE SERVICES WILL BE NEEDED TO SUPPLEMENT OUR CURRENT STAFF OF ENGINEERS AND CONSTRUCTION INSPECTORS IN THE CONSTRUCTION MANAGEMENT EFFORTS REQUIRED FOR THE CEDAR CREEK CLEANING AND REPAIR OF DIGESTERS AND STORAGE TANKS, PROJECT 35100. The amended term is from 2/12/19 through 2/12/2020, with the potential for extending the duration an additional one (1) year.</p>
<p><b>Method of Procurement:</b> QUALIFICATION BASED SELECTION (QBS) PROCEDURE FOR THE PROCUREMENT OF PROFESSIONAL SERVICES DEVELOPED IN ACCORDANCE WITH PROCEDURES STIPULATED IN THE BOARD OF SUPERVISORS RESOLUTION 928-1993 AND THE COUNTY EXECUTIVE'S ORDER NO. 1-1993</p>
<p><b>Procurement History:</b> A REQUEST FOR PROPOSAL (RFP) WAS ADVERTISED IN NEWSDAY AND THE COUNTY WEBSITE IN JULY 2014 WITH TECHNICAL PROPOSALS RECEIVED ON AUGUST 1, 2014. SEVEN (7) FIRMS RESPONDED TO THIS RFP. SEVEN (7) OF THE FIRMS WERE CONSIDERED LOCAL FIRMS (FIRMS HAVING A MAIN OR SIGNIFICANT BRANCH OFFICE IN NASSAU OR SUFFOLK COUNTY). PROPOSALS WERE EVALUATED BY NCDPW PERSONNEL ON SEPTEMBER 9, 2014</p>
<p><b>Description of General Provisions:</b> THIS AGREEMENT PROVIDES FOR COMPLETE CONSTRUCTION SERVICES INCLUDING FURNISHING RESIDENT ENGINEERS, INSPECTORS, SCHEDULERS COST ESTIMATORS, EVALUTATION OF CONTRACTOR CLAIMS, PRE-BID CONSTRUCTABILITY REVIEWS, PLA ADMINISTRATION AND OTHER CONSTRUCTION RELATED SERVICES</p>
<p><b>Impact on Funding / Price Analysis:</b> FUNDING FOR THE SERVICES TO BE PROVIDED UNDER THIS AMENDMENT WILL COME FROM CAPITAL PROJECT 35100. THIS ONE YEAR AMENDMENT WITH ONE (1) YEAR EXTENSION WILL HAVE ZERO DOLLARS (\$0) AND HAVE NO IMPACT ON FUNDING.</p>
<p><b>Change in Contract from Prior Procurement:</b> The Digester Rehabilitation and Cleaning project was originally scheduled for a July 30, 2017 completion date, however, is currently projected to be complete late into 2020. The Construction Contract requires the cleanout of sludge as well as the rehabilitation of the concrete structures and floating steel covers from nine (9) anaerobic digesters. Significant delays were experienced during the rehabilitation and cleaning of the first three (3) of nine (9) digesters due to contractor mobilization delays, delays associated with unforeseen lead based coatings, significant structural damage to the floating steel covers, and water infiltration. The construction management services from deBruin will be required through the term of the <u>Construction Contract</u>, including a period after which close-out activities will be performed.</p>
<p><b>Recommendation:</b> (approve as submitted)</p>

## Advisement Information



BUDGET CODES	
Fund:	CSW
Control:	35
Resp:	100
Object:	00003
Transaction:	CL
Project #:	35100
Detail:	002

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.01
Other	\$ 0.00
<b>TOTAL</b>	<b>\$ 0.01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	CSWCSW/35100/002/00003	\$ 0.01
		\$ 0.00
		\$ 0.00
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	<b>TOTAL</b>	<b>\$ 0.01</b>



E-187-19

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**Capital: X**

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Leg. Affairs	Approval/Review: X	30-AUG-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

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<p><b>Recommendation:</b> (approve as submitted)</p>

## Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	35
Resp:	100
Object:	00003
Transaction:	CL
Project #:	35100
Detail:	002

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.01
Other	\$ 0.00
<b>TOTAL</b>	<b>\$ 0.01</b>

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		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	<b>TOTAL</b>	<b>\$ 0.01</b>

E-187-19

RULES RESOLUTION NO 247-2019

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

Passed by the Rules Committee  
Nassau County Legislature  
on September 9, 2019  
by 7 yeas and 0 nays  
Legislative Process 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with deBruin Engineering P.C. for construction management services in connection with the Cedar Creek Water Pollution Control Plant Digester Rehabilitation and Cleaning 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 amendment to the agreement with deBruin Engineering P.C.

## AMENDMENT NO. 1

THIS AMENDMENT No. 1 (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) the County of Nassau, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) deBruin Engineering, P.C., a consulting engineering firm having its principal office at 1400 Old Country Road, Suite 106, Westbury, NY 11590 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number S35100-02M between the County and the Firm, executed on behalf of the County on February 13, 2015 (the "Original Agreement"), the Firm performs construction management services for the County in connection with the Cedar Creek Water Pollution Control Plant Digester Rehabilitation and Cleaning project, which services are more fully described in the Original Agreement;

WHEREAS, the term of the Agreement, was from February 13, 2015, through February 12, 2019 (the "Original Term");

WHEREAS, the County and the Firm desire to amend the Term of the Original Agreement; and

WHEREAS, the County and the Firm desire to amend the Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

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

1. Amended Term. The term shall be extended for one (1) year, so that the termination date of the Agreement as amended by this Amendment shall be February 12, 2020 (the "Amended Expiration Date"). Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Amended Agreement for a period of up to one (1) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Amended 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 extension.

2. Compliance with Law. Section 7 of the Original Agreement is amended to include the following:

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to

this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

3. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

DEBRUIN ENGINEERING, P.C.

By: [Signature]  
Name: ROBERT W. DE BRUIN  
Title: PRESIDENT  
Date: 7/30/19

COUNTY OF NASSAU

By: [Signature]  
Name: Brian J. Schneider  
Title: Deputy County Executive  
Date: OCTOBER 16, 2019

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 30<sup>th</sup> day of July in the year 2019 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 PC, the corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Barclay Crampa

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

STATE OF NEW YORK)

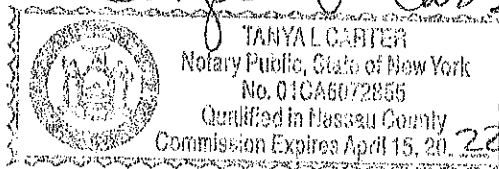
SS.:

COUNTY OF NASSAU )

On the 16 day of October in the year 2019 before me personally came Brian J. Schneider 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 a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

James V. Carr



LAURA CURRAN  
COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.  
ACTING COMMISSIONER

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVENUE  
WESTBURY, NEW YORK 11590-2723

January 10, 2018

Robert deBruin, President  
deBruin Engineering, P.C.  
11 Union Avenue  
Bethpage, New York 11714

Re: Cedar Creek Digester Rehabilitation and Cleaning Project  
Extension of Time  
Agreement No. S35100-02M

Dear Mr. deBruin:

The Department desires the continuation of your construction management services under the above-referenced Agreement. Therefore, in accordance with applicable provisions, we are hereby notifying you of our intention to extend this Agreement for one (1) additional year. The new expiration date shall be **February 12, 2019**.

This extension of time shall be on the same terms, conditions and covenants as during the initial term. It is incumbent upon the firm to know the expiration date of the Agreement and advise the Department of the need for additional extensions (if permitted under the terms of the Agreement) or an amendment should you anticipate the performance of services beyond the expiration date. No work or services are authorized beyond the Agreement expiration date as established in this letter.

Should have any questions or comments concerning the above, please contact Mr. Joseph L. Davenport, of my staff, at (516) 571-7508.

Very truly yours,

Kenneth G. Arnold, P.E.  
Acting Commissioner of Public Works

KGA:JLD:rp

c: Michael C. Pulitzer, Clerk of the Legislature  
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit  
Graham Sharkey, Jacobs



CFPW 14 000051

Department: PUBLIC WORKS

E-268-14

**CF (Capital)****Contract Details**NIFS ID #: CFPW14000051 NIFS Entry Date: 10/23/14 SERVICE: Construction Mgmt Term: from execution to 36 mos after

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**Agency Information**

Vendor	
Name <b>deBruin Engineering, P.C.</b>	Vendor ID# <b>205248986</b>
Address <b>11 Union Avenue. Bethpage, N.Y. 11714</b>	Contact Person <b>Robert deBruin</b>
	Phone <b>1-516-579-3110</b>

County Department
Department Contact <b>Richard Webber</b>
Address <b>1194 Prospect Ave Westbury, NY 11590</b>
Phone <b>571-6811</b>

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	10/1/14	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	10/1/14	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	10/27/14	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
11/6/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	11/7/14	<i>[Signature]</i>	
11/7/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	11/7/14	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	11/18/14	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	11/24/14	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>	11/24/14	<i>[Signature]</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	11/24/14	<i>[Signature]</i>	



## Contract Summary

<b>Description:</b> Construction Management (CM) Services Agreement: Environmental Construction Group								
<b>Purpose:</b> Agreement No. S35100-02M is intended to provide Construction Management Services to the Department's Environmental Construction Group. These services will be needed to supplement our current staff of engineers and construction inspectors in the construction management efforts required for the Cedar Creek Cleaning and Repair of Digesters and Storage Tanks, project 35100								
<b>Method of Procurement:</b> Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.								
<b>Procurement History:</b> A Request For Proposal (RFP) was advertised in Newsday and the County website in July 2014 with technical proposals received on August 1, 2014. Seven (7) firms responded to this RFP. Seven (7) of the firms were considered local firms (firms having a main or significant branch office in Nassau or Suffolk County). Proposals were evaluated by NCDPW personnel on September 9, 2014								
<b>Description of General Provisions:</b> This Agreement provides for complete construction services including furnishing resident engineers, inspectors, schedulers, cost estimators, evaluation of contractor claims, pre-bid constructability reviews, PLA Administration and other construction related services..								
<b>Impact on Funding / Price Analysis:</b> Funding for the services to be provided under this agreement will come from capital project 35100. This thirty six (36) month agreement with one (1), one(1) year extension has a maximum payment limitation of Two Million Seventeen Thousand Two Hundred Fifty (\$2,017,250) dollars and shall be allocated as follows: <table border="0" style="margin-left: 200px;"> <tr> <td>Base Fee:</td> <td>\$1,513,800</td> </tr> <tr> <td>Allowances:</td> <td>\$ 100,000</td> </tr> <tr> <td>Contingency:</td> <td>\$ 403,450</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$2,017,250</b></td> </tr> </table>	Base Fee:	\$1,513,800	Allowances:	\$ 100,000	Contingency:	\$ 403,450	<b>TOTAL</b>	<b>\$2,017,250</b>
Base Fee:	\$1,513,800							
Allowances:	\$ 100,000							
Contingency:	\$ 403,450							
<b>TOTAL</b>	<b>\$2,017,250</b>							
<b>Change in Contract from Prior Procurement:</b> NONE								
<b>Recommendation:</b> (approve as submitted):								

## Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	35100
Resp:	000
Object:	00003
Transaction:	

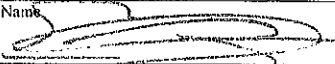

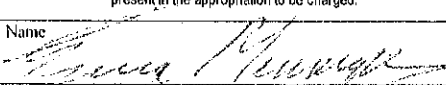
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$
Federal	\$
State	\$
Capital 35100	\$2,017,250
Other	\$
<b>TOTAL</b>	<b>\$ 2,017,250</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	CSW/CSW/35100/000/00003	\$ 2,017,250
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 2,017,250</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Richard Webber

Date: 10/21/14

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: 11/10/14
Date: 2/5/15	Date: 2/4/15	(For Office Use Only)
		E #:

RULES RESOLUTION NO. 304 2014

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

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 12-1-14  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement  
with deBruin Engineering, P.C. to provide construction management  
services to the Department's Construction Management Unit; Environment  
Construction Group, 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 deBruin Engineering, P.C.

RULES RESOLUTION NO. – 2014

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

WHEREAS, the County has negotiated a personal services agreement with deBruin Engineering, P.C. to provide construction management services to the Department's Construction Management Unit: Environment Construction Group, 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 deBruin Engineering, P.C.

## 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, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) deBruin Engineering, PC, a consultant firm having its principal office at 11 Union Avenue, Bethpage, New York 11714 (the "Firm" or the "Contractor").

### WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the three (3) year anniversary of the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year 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, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of Construction Management Services to the Department's Construction Management Unit: Environmental Construction Group. These services are to be provided in connection with the Cedar Creek Digester Cleaning and Repair Project. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the Department 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 of the Department or his or her duly designated deputy. 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) not specifically set forth in Appendix "A", (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) The following items are not included in the Firm's base 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, controlled inspections, and the like.

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

(4) Construction progress photographs, renderings, Building Information Modeling (BIM) and Laser Scanning 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 on the Firm or their sub-consultants shall not be paid for by the County.

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

### 3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services and expenditures as explained above in 2(c) that may be so authorized, shall not exceed Two Million Seventeen Thousand Two Hundred Fifty (\$2,017,250) dollars. The Base Fee for this Agreement shall be One Million Five Hundred Thirteen Thousand Eight Hundred (\$1,513,800) dollars. Allowance per item 2(c)(4) above shall be One Hundred Thousand (\$100,000) dollars. The Firm shall be compensated for Extra services by lump sum or an amount equal to two point three (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 be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two point three (2.3), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy five dollars (\$150.00) per hour.

(b) 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 Payment Claims. 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 "Firm's 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, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

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 Appendix "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 constitutes 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's 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 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's 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's 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 negligent acts or omissions, intentional tortious acts, or failure to comply with the provisions of this Agreement or of the Law, by the Firm or a Firm Agent, 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 an indemnified party.

(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's 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's 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 claim 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's 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's Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm's 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) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the 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:

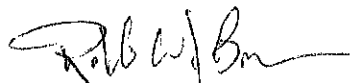
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

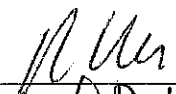
{Remainder of page intentionally left blank}

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

FIRM

  
By: deBRUIN ENGINEERING, PC  
Name: Robert W. de Bruin  
Title: President  
Date: October 20, 2014

NASSAU COUNTY

  
By: \_\_\_\_\_  
Name: Richard A. Walker  
Title: County Executive  
☒ Deputy County Executive  
Date: 2/13/15

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 20 day of October in the year 2014 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, PC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

*Caroline Ciampa*

CAROLINE CIAMPA  
Notary Public, State of New York  
No. 01C1618662  
Qualified in Nassau County  
Commission Expires 04/21/2016

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 13 day of February in the year 2014 before me personally came Richard R. Walter 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 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

*Concetta A. Petrucci*

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE259028  
Qualified in Nassau County  
Commission Expires April 02, 2016

## Exhibit "A"

### DETAILED SCOPE OF SERVICES

1. Scope of Services:  
The County requires the Construction Manager (CM) to provide comprehensive construction and pre and post-construction phase services. The scope of services to be performed in the respective phases (which may overlap) is summarized below:

#### 2.1 Construction Phase Services

2.1.1 Commencement and Duration - The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the Project in its entirety by the County. The construction phase is scheduled for 33 months. The CM should include one (1) month of pre-construction duties and two (2) months of post-construction duties in their proposal.

2.1.2 General Construction Administration - The CM shall provide administration of the Project on the County's behalf. This project is being built using a single prime Construction Contractor ("CC"). The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the Project, including scheduling of the Work and coordination of the Construction Contractor (CC). The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

2.1.3 Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County and the Design Engineer to devise appropriate modifications to the Contract Documents.

2.1.4 Quality Assurance - The CM 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. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall promptly notify the County, Design Engineer, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

2.1.5 Scheduling - The CC shall prepare the Master Construction Schedule (baseline) and monthly updates. This Schedule shall be prepared using the critical path method and Primavera P3 (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 accuracy and completeness of the CPM Schedule, to review Baseline and updates, 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 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. 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.

2.1.6 Cash Flow Forecast - With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast.

2.1.7 Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs

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

2.1.8 Information Management System - Implement an information management system to track and update the status of all pertinent project information, including CM's daily reports. 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 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..

2.1.9 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..

2.1.10 Meetings – Schedule and conduct regular weekly job progress meetings with the CC, the Design Engineer, the County, and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM

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

2.1.11 Reporting - The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, 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.

2.1.12 Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC and the 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 CCs' responsibility. The CM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. The CM must review the CC safety program and inform the Department of its adequacy.

2.1.13 Changes - The CM shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review CC's proposals; and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time; and assist the County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineer's error or omission, the CM shall confidentially inform the County of such, and

shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders.

2.1.14 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.

2.1.15 Field Office - The CM will be provided space at the Cedar Creek Water Pollution Control Plant for use as temporary offices, during the construction phase. The likely location will be the Cedar Creek Construction House. All 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. Telephone service and up to 2 lines and telephones will be provided to the CM for exclusive use on this project, by the County.

## 2.2 Construction and Pre and Post-Construction Phase Services

2.2.1 Constructability review - As soon as the CM agreement is executed, the CM is to perform a full constructability review of the contract documents to, at the very least, identify inconsistencies between spec sections/disciplines, as well as identify inconsistencies between plans and specs for the purpose of reducing change orders. In all likelihood, the plans and specifications for the construction contract will have been bid and/or the construction contract awarded prior to this CM agreement being executed. Nonetheless, a constructability review is to be performed and, based on review findings, the CM must take appropriate actions to minimize any impact, especially to the schedule

2.2.2 Contract Closeout - Conduct final inspections with Design Engineer and the County, at the completion of each phase of the project, and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the CC and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified

as-built drawings to the Design Engineer for the preparation of record drawings. THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE EXTRA SERVICES SECTION OF THE AGREEMENT Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

2.2.3 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 for interpretation. Confer with the Design Engineer, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

2.2.4 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:

The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any Extra Services and expenditures (Allowances) that may be so authorized, shall not exceed **Two Million Seventeen Thousand Two Hundred Fifty (\$2,017,250) dollars.**

Compensation for services provided under the terms of this Agreement shall be on a monthly basis, the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two point three (2.3)

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

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

The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and fifty dollars (\$150.00)



Appendix EE

Equal Employment Opportunities for Minorities and Women

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

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined 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, upgrading, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, 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 Contractors' 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 Proposer/Bidder hereby certifies the following:

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

Robert W. de Bruin \_\_\_\_\_ (Name)

11 Union Avenue, Bethpage, NY 11714 \_\_\_\_\_ (Address)

516-513-1313 \_\_\_\_\_ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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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 Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

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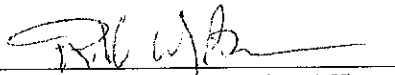
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5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

October, 20, 2014

Dated



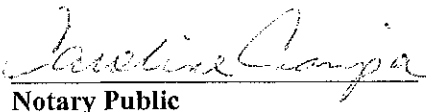
Signature of Chief Executive Officer

Robert W. de Bruin

Name of Chief Executive Officer

Sworn to before me this

20 day of October, 2014.

  
Notary Public

**CAROLINE CIAMPA**  
Notary Public, State of New York  
No. 01C16185662  
Qualified in Nassau County  
Commission Expires 04/21/2016