

**E-10-22**

Certified:

Filed with Clerk of the Nassau County  
Legislature on February 23, 2022 9:21am**NIFS ID:CLPW22000001 Department: Public Works****Capital: X**

SERVICE: Environmental Facilities On Call CM Service S37850-04B

Contract ID #:CFPW21000002

NIFS Entry Date: 03-JAN-22

Term: from to

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

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
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>20-5248986</b>
Address: 1400 Old Country Rd Suite 106 Westbury, NY 11590	Contact Person: Robert W. de Bruin
	Phone: 516-513-1314

<b>Department:</b>
Contact Name: Adrian O. Hamilton
Address: NCDPW 3340 Merrick Road Building R, 3rd Floor Wantagh, NY 11793 Phone: 516-571-7536

## Routing Slip

Department	NIFS Entry: X	05-JAN-22 -- LDIONISIO
Department	NIFS Approval: X	05-JAN-22 -- RD'ALLEVA
DPW	Capital Fund Approved: X	05-JAN-22 -- RDALLEVA
OMB	NIFA Approval: X	14-JAN-22 -- CNOLAN
OMB	NIFS Approval: X	05-JAN-22 -- NGUMIENIAK
County Atty.	Insurance Verification: X	05-JAN-22 -- AAMATO

County Atty.	Approval to Form: X	06-JAN-22 -- NSARANDIS
CPO	Approval: X	24-JAN-22 -- RCLEARY
DCEC	Approval: X	24-JAN-22 -- RCLEARY
Dep. CE	Approval: X	22-FEB-22 -- EPOWERS
Leg. Affairs	Approval/Review: X	22-FEB-22 -- CLEIMONE
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> The Department is requesting approval to amend the existing personal services agreement S37850-04B with the Construction Management firm, de Bruin Engineering, P.C. to increase the cost ceiling from \$1M to \$2M. This amendment is necessary for the continuation of CM services for various Environmental Facilities projects.
<b>Method of Procurement:</b> RFP for personal services agreement.
<b>Procurement History:</b> An RFP was issued on 05/18/2020. Proposals were received on 06/12/2020 and de Bruin was selected as one of the firms with the best value to the County.
<b>Description of General Provisions:</b> This amendment will allow for the continuation of Construction Management Services for various Environmental Facilities projects.
<b>Impact on Funding / Price Analysis:</b> Funding is provide from Capital Project 35101. This amendment No.1 will encumber \$1,000,000.00, increasing the maximum amount to \$2,000,000.00.
<b>Change in Contract from Prior Procurement:</b> This amendment No.1 shall be on the same terms as the original agreement.
<b>Recommendation: (approve as submitted)</b> Recommend approval.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW					
Control:	00	Revenue		1	PWCSWCSW/3510	\$ 1,000,000.00
Resp:	CSW	Contract:			1/00003/000	\$ 0.00
Object:	00003	County	\$ 0.00			\$ 0.00
Transaction:	CL	Federal	\$ 0.00			\$ 0.00
Project #:	35101	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 1,000,000.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 1,000,000.00</b>		<b>TOTAL</b>	<b>\$ 1,000,000.00</b>

RENEWAL	
% Increase	
% Decrease	

RULES RESOLUTION NO.     – 2022

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. for Environmental Facilities On-Call Construction Management Services, 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 de Bruin Engineering P.C.

## AMENDMENT NO. 1

THIS AMENDMENT (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 Rd Suite 106, Westbury, NY 11590 (the "Firm").

### WITNESSETH:

WHEREAS, pursuant to County contract number S37850-04B between the County and the Firm, executed on behalf of the County on September 1, 2021 (the "Original Agreement"), the Firm performs construction management services for the County in connection with the Environmental Facilities On-Call Construction Management Services, which services are more fully described in the Original Agreement;

WHEREAS, the term of the Agreement, was from September 1, 2021, through August 31, 2025 (the "Original Term"); and

WHEREAS, the County and the Firm desire to amend the Maximum Amount 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 Maximum Amount. The Maximum Amount shall be increased by One Million Dollars and Zero Cents (**\$1,000,000.00**), so that the maximum amount that the County shall pay to the Firm as full consideration for all Services provided under the Amended Agreement shall be Two Million Dollars and Zero Cents (**\$2,000,000.00**) (the "Amended Maximum Amount")

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;

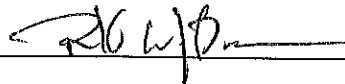
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain 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.

de Bruin Engineering, P.C.

By: 

Name: Robert W. de Bruin

Title: President

Date: 10/13/21

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 13th day of October 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, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



CAROLINE CIAMPA  
Notary Public, State of New York  
No. 01C16185662  
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



## 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:** \$1000000

**Amount to be encumbered:** \$1000000

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: Original Term: Forty-eight (48) months, with an option to extend for an additional two (2) year with a written letter from the Commissioner.**

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

If yes, please explain:

**4. Funding Source:**

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

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

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? Y

Has NIFA approved the borrowing for this contract? N

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

The Department is requesting approval to amend the existing personal services agreement S37850-04B with the Construction Management firm, de Bruin Engineering, P.C. to increase the cost ceiling from \$1M to \$2M. This amendment is necessary for the continuation of CM services for various Environmental Facilities projects.

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

Nassau County Attorney as to form

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

14-JAN-22

**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: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

FEDERAL TAX ID #: \_\_\_\_\_

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Roseann Dalletta*

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

\_\_\_\_\_  
Date

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

# Certificate of No Change Form



All fields must be filled.

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

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

I, Robert W. 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:  
10/18/2021 10:20:12 AM

Lobbyist Registration and Disclosure Form:  
10/18/2021 11:01:09 AM

Business History Form certified:  
10/18/2021 10:25:20 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
10/18/2021 10:26:40 AM

## Principal Questionnaire(s)

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

No principal questionnaires have been selected.

I, Robert W. 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 RDEBRUIN@DEBRUINENGINEERING.COM

*Name*

President

*Title*

de Bruin Engineering, PC

*Name of Submitting Entity*

10/18/2021 11:02:20 AM

*Date*



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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: 10/18/2021 10:20:12 AM

Vendor: de Bruin Engineering, P.C.

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

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

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

YES ☐ NO ☒ 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: 10/13/2021 10:49:54 AM

Vendor: de Bruin Engineering, P.C.

Title: President

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

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

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

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

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

initiated?

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

9.

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

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

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

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

Name of submitting business

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

Robert W. de Bruin [RDEBRUIN@DEBRUINENGINEERING.COM]

President

Title

10/18/2021 10:24:12 AM

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: 10/12/2021

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

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): \_\_\_\_\_

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:

- 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;

16

- vi) Annual revenue of firm;

2443000

vii) Summary of relevant accomplishments

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

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

3 File(s) Uploaded: C of A 2024.pdf, RWD License 2021 - new co. address.pdf, RWD License 2024.pdf

B. Indicate number of years in business.

15

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 - 2020.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 & Sawyer		
Contact Person	Robert Pedenzin		
Address	2 Marjorie Lane, Construction Trailer #1		
City	East Rockaway	State/Province/Territory	NY
Country	US		
Telephone	(516) 881-7835		
Fax #			
E-Mail Address	rpedenzin@hazenandsawyer.com		

I, Robert W. 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 W. 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, P.C.

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

President  
Title

10/18/2021 10:25:20 AM  
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  
1400 OLD COUNTRY ROAD  
SUITE 106  
WESTBURY, NY 11590-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 09/01/2021 TO 08/31/2024.

**CERTIFICATE NUMBER  
0018875**



  
BETTY ROSA  
COMMISSIONER OF EDUCATION

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

**Financial Statements  
And Supplementary Information**

**Years ended  
December 31, 2020 and 2019**

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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, 2020 and 2019**

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

CERTIFIED PUBLIC ACCOUNTANT

197 WELLINGTON ROAD - GARDEN CITY, NY 11530

TEL (516) 741-6991 - FAX (516) 741-8893

E-mail: jalbano@jaa-cpa.com

Member of:

American Institute of Certified Public Accountants

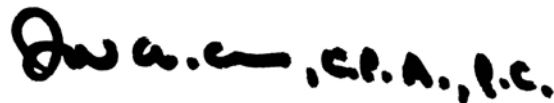
New York State Society of Certified Public Accountants

To Management  
de Bruin Engineering, P.C.  
Westbury, 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, 2020 and 2019, 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  
July 8, 2021

**de Bruin Engineering, P.C.**  
**Balance Sheets**  
**As at December 31, 2020 and 2019**

	<b>2020</b>	<b>2019</b>
<b>Assets</b>		
<b>Current Assets</b>		
Cash	\$ 310,755	\$ 275,440
Accounts Receivable - Billed	577,361	805,000
Accounts Receivable - Unbilled	414,845	331,020
Prepaid Expenses and Other Current Assets	-	-
Total Current Assets	<u>1,302,961</u>	<u>1,411,460</u>
<b>Fixed Assets - at Cost</b> (Net of Accumulated Depreciation of \$97,552 and \$95,758)	<u>2,100</u>	<u>3,894</u>
<b>Other Assets</b>		
Investment in Joint Ventures	6,676	6,676
Security Deposits	14,246	14,246
Total Other Assets	<u>20,922</u>	<u>20,922</u>
Total Assets	<u><u>\$ 1,325,983</u></u>	<u><u>\$ 1,436,276</u></u>
<b>Liabilities &amp; Stockholder's Equity</b>		
<b>Current Liabilities</b>		
Line of Credit - TD Bank	\$ -	\$ 50,000
Accounts Payable	51,554	120,446
Accrued Expenses Payable	14,075	10,350
Accrued Salaries Payable	91,992	61,868
Accrued Bonuses Payable	-	-
Accrued Taxes Payable	1,000	1,000
Client Retainers Payable	101	101
Total Current Liabilities	<u>158,722</u>	<u>243,765</u>
Total Liabilities	<u>158,722</u>	<u>243,765</u>
<b>Stockholder's Equity</b>		
Capital Stock	5,000	5,000
Additional Paid-in Capital	3,364	3,364
Retained Earnings	<u>1,158,897</u>	<u>1,184,147</u>
Total Stockholder's Equity	<u>1,167,261</u>	<u>1,192,511</u>
Total Liabilities & Stockholder's Equity	<u><u>\$ 1,325,983</u></u>	<u><u>\$ 1,436,276</u></u>

**See accountant's compilation report**



**de Bruin Engineering, P.C.**  
**Statements of Income and Retained Earnings**  
**Years ended December 31, 2020 and 2019**

	<b>2020</b>	<b>2019</b>
<b>Income</b>		
Gross Fee Revenue	\$ 2,877,108	\$ 3,142,910
Direct Expenses	<u>396,743</u>	<u>387,901</u>
Net Revenues	2,480,365	2,755,009
Direct Labor	<u>1,275,488</u>	<u>1,342,023</u>
Gross Profit	<u>1,204,877</u>	<u>1,412,986</u>
<b>Indirect Costs</b>		
Indirect Labor	641,729	646,848
Expenses - Schedule 1	<u>770,464</u>	<u>715,845</u>
Total Indirect Costs	<u>1,412,193</u>	<u>1,362,693</u>
Income (Loss) From Consulting Services	(207,316)	50,293
<b>Other Expenses - Schedule 2</b>	<u>10,209</u>	<u>14,132</u>
Income (Loss) Before Other Income	<u>(217,525)</u>	<u>36,161</u>
<b>Other Income (Loss)</b>		
Interest Income	235	665
PPP Loan Forgiveness	<u>344,963</u>	<u>-</u>
Total Other Income (Loss)	<u>345,198</u>	<u>665</u>
Income (Loss) Before Provision For Income Taxes	127,673	36,826
Provision for Income Taxes	<u>1,000</u>	<u>1,000</u>
Net Income (Loss) For Year	126,673	35,826
Retained Earnings - Beginning of Year	1,184,147	1,156,721
Less: Distributions to Shareholder	<u>(151,923)</u>	<u>(8,400)</u>
Retained Earnings - End of Year	<u><u>\$ 1,158,897</u></u>	<u><u>\$ 1,184,147</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, 2020 and 2019**

	<b>2020</b>	<b>2019</b>
<b>Schedule 1 - Indirect Expenses</b>		
Automobile Expenses	\$ 4,854	\$ 4,943
Bank Charges	670	1,354
Computer Supplies & Services	74,239	91,205
Data Processing	24,630	13,954
Depreciation	1,794	10,891
Insurance - Employee Group Health	185,837	129,752
Insurance - General Liability	2,774	2,553
Insurance - Professional Liability	30,306	29,477
Insurance - Workers' Compensation	10,530	6,073
Library & Reference Data	-	-
Office & Technical Supplies	10,755	12,642
Outside Services	53,980	-
Payroll Taxes & Fringe Benefits	147,140	182,150
Pension Plan Contributions	89,894	76,269
Postage & Shipping	522	977
Professional Development	1,485	3,835
Professional Dues, Subscriptions & Licenses	3,083	6,374
Professional Fees - Accounting	17,825	14,350
Professional Fees - Other	-	-
Recruitment Expenses	-	-
Rent	78,471	83,614
Repairs & Maintenance	-	250
Reproduction & Duplication	404	1,875
Staff Travel	2,403	13,185
Subscriptions & Publications	1,464	1,787
Telephone	17,732	18,663
Utilities	9,672	9,672
	<hr/>	<hr/>
Total Indirect Expenses	<u><u>\$ 770,464</u></u>	<u><u>\$ 715,845</u></u>

**See accountant's compilation report**

**de Bruin Engineering, P.C.**  
**Schedules to Financial Statements**  
**Years ended December 31, 2020 and 2019**

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	<b>2020</b>	<b>2019</b>
<b>Schedule 2 - Other Expenses</b>		
Advertising	\$ -	\$ -
Bad Debts	-	-
Business Gifts	919	44
Contributions - Charitable	3,906	3,850
Contributions - Political	-	-
Entertainment	3,854	4,597
Fines & Penalties	-	-
Interest Expense	1,427	2,723
Miscellaneous	-	-
Public Relations	103	2,918
Total Other Expenses	<u>\$ 10,209</u>	<u>\$ 14,132</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.

**Construction**

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

**Services Provided**

- Construction inspection and scheduling.

**Project Delivery**

- Build.

**Estimated Cost**

*\$6,500,000*

**Work Dates**

*2007-2009*

**Contractors**

*James McCullagh Co. Inc.*





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

**Owner Site Description**

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

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

**Project Objectives**

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

**Contact**

Joseph Davenport, PE  
Commissioner of Public Works  
516.571.9608

**Construction**

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

**Estimated Cost**

\$2,181,410

**Completion Date**

2006-2007

**Project Team**

Project Management – de Bruin

**Services Provided**

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





## 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**

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

**Completion Date**  
2000

**Type of Project**  
Renovation

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

**Project Director**  
Phil Campisi

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

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

**Wick's Law**  
Yes

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

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





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

**Owner**

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

**Completion Date**

*1999*

**Type of Project**

*Renovation*

**Estimated Cost**

*\$6,000,000*

**Project Director**

*Phil Campisi*

**Contact**

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

**Contractors**

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

**Wick's Law**

*Yes*

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

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



## 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.
-



To: Licensee/Registrant

- ◆ Please review the Registration Certificate below to be sure the information on it is correct.
- ◆ If any of the information is not correct, please contact us at [OPREGFEE@mail.nysed.gov](mailto:OPREGFEE@mail.nysed.gov) or (518) 474-3817, Ext. 410.
- ◆ If the information is correct, sign above the Licensee/Registrant block and please destroy any previous Registration Certificates you may have, as certificates with incorrect information are not valid and should not be kept.
- ◆ Should your address or name change, please notify us as described on the reverse and a new certificate will be issued.

**UPON RECEIPT OF THIS REGISTRATION CERTIFICATE YOUR PREVIOUSLY ISSUED REGISTRATION CERTIFICATE IS NULL AND VOID. PLEASE DESTROY THE PREVIOUSLY ISSUED REGISTRATION CERTIFICATE.**

SEE BACK FOR IMPORTANT INFORMATION

*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: 1193633

DE BRUIN ROBERT W  
1400 OLD COUNTRY ROAD  
SUITE 106  
WESTBURY

NY 11590-0000

is registered to practice in New York State through 01/31/2024 as a(n)  
**PROFESSIONAL ENGINEER**

LICENSEE/REGISTRANT

*James S. Blair*  
EXECUTIVE SECRETARY

INTERIM COMMISSIONER OF EDUCATION

*Sarah A. Benson*  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

*This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is an original - not a copy. To verify that this registration certificate is valid or for more information please visit [www.op.nysed.gov](http://www.op.nysed.gov).*

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
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- 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
-

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.
-



## COUNTY OF NASSAU

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

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

Address: 1400 Old Country Road, Suite 106

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

Country: US

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

3. 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.

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(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 W. de Bruin [RDEBRUIN@DEBRUINENGINEERING.COM]

Dated: 10/18/2021 10:26:40 AM

Title: President

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2022

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

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 750 Third Avenue 15th Floor New York, NY 10017	<b>CONTACT NAME:</b> Certificate Department	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b> (212) 867-3550	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> de Bruin Engineering, P.C. 1400 Old Country Road, Suite 106 Westbury NY 11590	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Travelers Indemnity Co of America		25666
	<b>INSURER B:</b> Travelers Indemnity Company		25658
	<b>INSURER C:</b> Great American Insurance Company		16691
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** 66083291**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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	12/3/2021	12/3/2022	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	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	680-4H995088	12/3/2021	12/3/2022	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <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	12/3/2021	12/3/2022	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		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)

Re: Project # S37850-04B - On-Call CM Nassau Environmental Group.  
Nassau County Dept. of Public Works is an Additional Insured for General, Auto & Umbrella Liability which shall apply as Primary and Non-Contributory as required by contract as respects to work performed by the Insured.  
Waiver of Subrogation applies as required by contract as respects to work performed by the Insured.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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**Workers'  
Compensation  
Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name &amp; Address of Insured (use street address only)</p> <p>de Bruin Engineering, P.C. 1400 Old Country Rd Ste 106 Westbury, NY 11590</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 516-513-1313</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 20-5248986</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Nassau County Dept. of Public Works Cedar Creek WPCP – 3rd Floor, R Bldg. 3340 Merrick Road Wantagh, NY 11793</p>	<p>3a. Name of Insurance Carrier Indemnity Insurance Co. of North America</p> <p>3b. Policy Number of Entity Listed in Box "1a" WLR_C69036739</p> <p>3c. Policy effective period 7/1/2021 to 7/1/2022</p> <p>3d. The Proprietor, Partners or Executive Officers are  <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.         </p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3a on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: Lynne Boone  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Lynne Boone 10/11/2021  
(Signature) (Date)

Title: Asst. Program Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 214-721-6248

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue a permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permit shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.





# CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only) DE BRUIN ENGINEERING, P.C. 1400 OLD COUNTRY RD STE 106 WESTBURY, NY 11590  <small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small>	1b. Business Telephone Number of Insured  516-513-1313  1c. Federal Employer Identification Number of Insured or Social Security Number  20-5248986
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Dept. of Public Works Cedar Creek WPCP – 3rd Floor, R Bldg. 3340 Merrick Road Wantagh, NY 11793	3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York  3b. Policy Number of Entity Listed in Box "1a" T36314-000  3c. Policy effective period 5/30/2019 to 10/10/2022

4. Policy provides the following benefits:

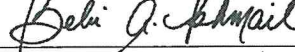
- ☒ A. Both disability and paid family leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
☐ B. Only the following class or classes of employer's employees:

\_\_\_\_\_  
\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/11/2021 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

## PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



## **Additional Instructions for Form DB-120.1**

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

## **DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

### **§220. Subd. 8**

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



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

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

**FROM:** Department of Public Works

**DATE:** October 6, 2021


**SUBJECT:** Environmental Facilities-On Call Construction Management  
Recommendation to Amend Professional Services Agreement  
de Bruin Engineering, P.C.  
Agreement No.: S37850-04B  
Encumbrance No.: CFPW21000002

This Department is requesting approval to amend the existing personal services agreement S37850-04B with the Construction Management firm, de Bruin Engineering, P.C. This amendment is necessary for the continuation of CM services for various Environmental Facilities projects. de Bruin's cost ceiling in the subject agreement was originally set at \$1,000,000.00 due to funding concerns at the onset of the COVID-19 pandemic. However, after de Bruin's agreement was approved, the Department decided to proceed with a \$2,000,000.00 cost ceiling for other On Call CM service agreements. Increasing de Bruin's cost ceiling will make the Facilities On Call CM Services process more equitable.

As a result, de Bruin's On Call CM agreement was expedited so the Department could continue to utilize their services on an ongoing construction contract closeout. As such, de Bruin was given a lower cost ceiling to avoid any funding delays the County may have encountered. When the funding concerns were alleviated, de Bruin's agreement was already approved by the Legislature and did not match the other On Call CM agreements.

In accordance with the applicable terms and conditions of the agreement, this Department desires to increase the cost ceiling by \$1,000,000.00. Thus, Amendment No. 1 will raise the contract maximum amount to \$2,000,000.00 in keeping with all of the other agreements under the Facilities on Call CM Services.

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

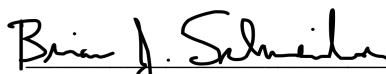
  
Kenneth, G. Arnold  
Commissioner

KGA:VF:rp

c: Vincent Falkowski, Deputy Commissioner  
Loretta Dionisio, Assistant to the Deputy Commissioner of Administration  
Karen Fay, Sanitary Engineer III  
Graham Sharkey, Jacobs  
Adrian Hamilton, Jacobs

APPROVED:

DISAPPROVED:

  
Brian J. Schneider 10/05/2021  
Deputy County Executive Date

\_\_\_\_\_  
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 - President

Name and Title of Authorized Representative

m/d/yy

Signature

Date

de Bruin Engineering, P.C.

Name of Organization

1600 Old Country Road, Suite 106, Westbury, NY 11590

Address of Organization

**E-26-21**

Certified: 18-MAY-21 -- BJANOWITZ

**NIFS ID:CFPW21000002 Department: Public Works****Capital: X**

SERVICE: Environmental Facilities-On Call CM-S37850-04B

Contract ID #:CFPW21000002

NIFS Entry Date: 15-JAN-21

Term: from to

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

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) 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>20-5248986</b>
Address: 1400 Old Country Rd Suite 106, Westbury, NY 11590	Contact Person: Robert W. de Bruin
	Phone: 516-513-1314

<b>Department:</b>
Contact Name: Vincent Falkowski
Address: NCDPW 3340 Merrick Road Building R, 3rd Floor Wantagh, NY 11793 Phone: 516-571-7515

## Routing Slip

Department	NIFS Entry: X	15-JAN-21 -- LDIONISIO
Department	NIFS Approval: X	19-JAN-21 -- RD'ALLEVA
DPW	Capital Fund Approved: X	19-JAN-21 -- RDALLEVA
OMB	NIFA Approval: X	20-JAN-21 -- CNOLAN
OMB	NIFS Approval: X	19-JAN-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	19-JAN-21 -- AAMATO

County Atty.	Approval to Form: X	19-JAN-21 -- NSARANDIS
CPO	Approval: X	01-FEB-21 -- KOHAGENCE
DCEC	Approval: X	02-FEB-21 -- JCHIARA
Dep. CE	Approval: X	02-FEB-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	24-FEB-21 -- JSCHANTZ
Legislature	Approval: X	08-MAR-21 -- CALBERT
Comptroller	Deputy: X	23-APR-21 -- JSCHOEN
NIFA	NIFA Approval: X	12-MAY-21 -- MWORSHAM

## Contract Summary

<b>Purpose:</b> This is a contract to provide on call construction management services in relation to the County's Environmental Facilities.
<b>Method of Procurement:</b> RFP was issued 5/18/20. The RFP was advertised on the County's website (eProcure), in Newsday, and the NYS Contract Reporter.
<b>Procurement History:</b> An RFP was issued on 05/18/2020 in NYSCR, Newsday & eProcure. On 06/12/2020 thirteen (13) proposals were submitted for consideration, de Bruin Engineering, P.C. was Of the eight (8) firms selected as the best value for the County by Chris Vella (Construction Inspector II), Edward Visone (Ast Spt Sanitry Cstn), Karen Fay (Sanitary Engineer III), and Vinny Falkowski (Deputy Commissioner). The agreements with the other selected firms are currently routing through tracking system.
<b>Description of General Provisions:</b> The services to be provided under this agreement shall consist of providing investigation of site conditions, creating and implementing a quality assurance program, controlled inspections, cash flow forecasts, master construction schedule, providing progress reports and other related activities.
<b>Impact on Funding / Price Analysis:</b> Maximum amount is \$1,000,000.00 for this contract. Encumbering \$0.01 against Project 35101.
<b>Change in Contract from Prior Procurement:</b> None
<b>Recommendation:</b> (approve as submitted) Recommend approval.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW					
Control:	00	Revenue		1	PWCSWCSW/3510	\$ 0.01
Resp:	CSW	Contract:			1/00003/000	\$ 0.00
Object:	00003	County	\$ 0.00			\$ 0.00
Transaction:	CF	Federal	\$ 0.00			\$ 0.00
Project #:	35101	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 0.01			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
% Increase						
% Decrease						

**E-26-21**

Certified:

**NIFS ID:CFPW21000002 Department: Public Works****Capital: X**

SERVICE: Environmental Facilities-On Call CM-S37850-04B

Contract ID #:CFPW21000002

NIFS Entry Date: 15-JAN-21

Term: from to

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

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

<b>Vendor Info:</b>	
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Dep. CE	Approval: X	02-FEB-21 -- BSCHNEIDER
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Legislature	Approval: X	08-MAR-21 -- CALBERT
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Detail:	000	Capital	\$ 0.01			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 0.01</b>		<b>TOTAL</b>	<b>\$ 0.01</b>

RENEWAL	
% Increase	
% Decrease	



Certified:

**E-26-21**

**NIFS ID:CFPW21000002 Department: Public Works**

**Capital: X**

SERVICE: Environmental Facilities-On Call CM-S37850-04B

Contract ID #:CFPW21000002

NIFS Entry Date: 15-JAN-21

Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
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2) Comptroller Approval Form Attached:	Y
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<b>Vendor Info:</b>	
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Transaction:	CF	Federal	\$ 0.00			\$ 0.00
Project #:	35101	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 0.01			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
% Increase						
% Decrease						



## CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this “Agreement”), dated as of the date this Agreement is executed by the County of Nassau (the “Effective Date”), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the “County”) acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the “Department”) and (ii) de Bruin Engineering, P.C., having its principal office at 1400 Old Country Rd Suite 106, Westbury, NY 11590 (the “Firm” or the “Contractor”).

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

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

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

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

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

#### 1. Term.

The term of this Agreement shall commence upon the date (the “Commencement Date”) that is set forth in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services (as defined below) and shall terminate on the Forty-eight (48) month from the Commencement Date (“Expiration Date”) unless sooner terminated or extended in accordance with its terms. The Commencement Date shall be on or after the Effective Date. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for an additional two (2) year period of up to Sixty (60) months by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

#### 2. Services.

(a) The services to be provided by the Firm under this Agreement for the S37850-04X Environmental Facilities On-Call Construction Management Services, shall consist of those specific work divisions and deliverables as enumerated in the “Detailed Scope of Services,” attached hereto and hereby made a part hereof as Exhibit “A”.

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

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

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

(2) Testing Laboratory Services.

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

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

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

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

### 3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed One Million Dollars and Zero Cents (\$1,000,000.00) (the "Maximum Amount").

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the

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

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

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

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

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

#### 4. Ownership and Control of Work Product

(a) Copyrights.

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

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement (“Copyrightable Materials”) shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they

shall be used by the Firm for no other purpose without the prior written permission of the County.

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

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

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

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

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

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

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

Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

7. Compliance with Law.

(a) 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.

(b) 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.

(c) 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.

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

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

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

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



(ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii)

compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

12. Termination.

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

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



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

(c) Firm'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 Agent to perform some, or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

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

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

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

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any

schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

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

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

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the

Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

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

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

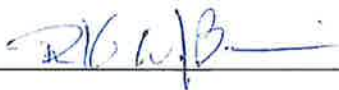
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

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

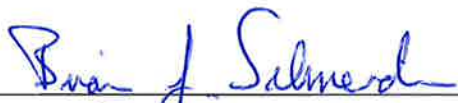
{Remainder of page intentionally left blank}

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

de Bruin Engineering, P.C.

By:   
Name: Robert W. de Bruin  
Title: President  
Date: 9/22/20

NASSAU COUNTY

By:   
Name: Brian J. Schneider  
Title: County Executive  
☒ Deputy County Executive  
Date: 5/18/21

PLEASE EXECUTE IN **BLUE** INK

STATE OF NEW YORK)

)ss.2

COUNTY OF NASSAU)

On the 22nd day of September in the year 2020 before me personally came Robert W. de Bruin to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of de Bruin Engineering, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Caroline Champa

**CAROLINE CIAMPA**

**Notary Public, State of New York**

No. 01CI6185662

**Qualified in Nassau County**

Commission Expires 04/21/20 24

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 18 day of May in the year 2024 before me personally came Brian Shrade 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

Y PUBLIC

LAURA J VIGLIOTTI  
NOTARY PUBLIC STATE OF NEW YORK  
LIC. #01VI6190782  
COMM. EXP. 08/04/2012  
COMMISSIONED IN NASS COUNTY

## EXHIBIT “A”

### DETAILED SCOPE OF SERVICES

The County requires the Construction Manager (CM) to provide comprehensive construction phase services and to coordinate these services with the County’s third party Program Manager, (PM). The scope of services to be performed in the respective phases (which will 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 CM should include one (1) month of pre-construction duties and one (1) month of post-construction duties as noted in Section 1 in their proposal.

2.1.2 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County’s behalf. This project is being built under a Project Labor Agreement (PLA) using a single prime Construction Contractor (“CC”) . The CM will perform as the PLA administrator of Nassau County’s Master Project Labor Agreement as amended for this project, and will advise the CC of the PLA requirements for this particular project. The CM will be provided a copy of “the Procedure Manual for Project Management” prepared by the Nassau County Department of Public Works, as a guide to the County’s standard administrative procedures, as well as a copy of the Program Construction Management Manual, prepared on behalf of the County by the PM. Administer the construction of the Project, including scheduling of the Work and coordination of the CC. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The FIRM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

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, the Program Manager and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, the Program Manager and the Design Engineer to devise appropriate modifications to the Contract Documents.

2.1.4 Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM’s routine observation of the Work of the CC with respect to conformance to the Construction Documents, based upon the guidelines presented in the Cedar Creek Program Construction Management Manual. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall promptly notify the County, Program Manager, Design Engineer, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.



The following provision is added to Section 7 of the attached contract entitled "Compliance with Laws," all of which original language is unchanged and remains in place:

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.

  
\_\_\_\_\_  
Signature

Robert W. de Bruin, President  
\_\_\_\_\_  
Printed Name and Title

May 3, 2021  
\_\_\_\_\_  
Date



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 P6 (or later version) software as approved, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The schedule shall be cost and resource loaded by the CC. The CM is responsible for monitoring the accuracy and completeness of the CPM Schedule, to review the Baseline and updates, provide analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule. The CM is responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review in a timely manner as per contract specifications. Upon approval of the baseline and subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC, and shall provide information to the PM for integration to and updating of the Program Master Schedule and shall discuss and agree upon recovery steps with the Program Manager.

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. The baseline cash flow forecast and all revisions shall also be forwarded to the PM for integration into the Master Program Budget and Cost Forecasting Tool.

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 – The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained by the CM for a period of six (6) years after completion of

services. The CM shall implement, and maintain on a current (daily) basis, a web-based information management system to 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. The web-based information management system (such as Submittal Exchange, or similar) shall be authorized as a reimbursable expense from an allowance which will be added to the CM's Base Fee. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. At the minimum, the CM shall implement a web-based information management system for the exchange of submittals and provide and maintain access to all project participants. The CC's submittals such as shop drawings, product data, and samples, shall be routed directly and concurrently to the CM and Design Engineer. The CM shall promptly review them for completeness and responsiveness, log and confirm the submittal is fit for review by the Design Engineer. All distribution shall be electronic, for review and approval; within 48 hours of receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Design Engineer, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC and is responsible for documenting acceptability and the transfer of these items to Plant Operations, in both paper and electronic formats.

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. The CM shall provide copies of their recommendations for payment to the PM.

2.1.10 Meetings – Schedule and conduct regular bi-weekly job progress meetings with the CC, the Design Engineer, the County, the Program Manager and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend periodic meetings with the County, the Program Manager and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

2.1.11 Reporting – The CM shall prepare bi-weekly written progress reports and promptly deliver five (5) copies of same to the County, and one (1) copy to the Program Manager. Such reports shall include the following information at a minimum:

- A. Work activities performed during the reporting period and those activities scheduled to be performed in the next 2 weeks.
- B. Identification and status of all critical and important issues, which require the attention of the County
- C. Brief construction progress update describing actual progress versus plan, supported by earned value data.
- D. Summary of schedule gains and delays and actions taken to mitigate

- delays
- E. Photographs and other documentation which is germane to the report.
- F. On every other bi-weekly report (i.e., every 4 weeks) provide updated Submittal, RFI and Change Order logs as attachments.

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, the Program Manager and the Nassau County Plant and Construction personnel. The CM shall not have control over or charge of the Work and the CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CC's responsibility. The CM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. The CM must review the CC safety program and inform the Department and the Program Manager of its adequacy.

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 and the Program Manager, clearly delineating the scope and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time; and assist the County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineer's error or omission, the CM shall confidentially inform the County and the Program Manager of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders, which shall be uploaded regularly into the Contract Management Information System.

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. Prior to any declaration of partial occupancy or beneficial use the CM shall coordinate and attend a site review with the Program Manager on behalf of the County.

2.1.15 Field Office - The CM shall be provided office space at the site for use as temporary CM offices during the construction phase. 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. Additionally, the CM shall lease and maintain the shared Multi-Function Printer (MFP) in the reception area. Maintenance and lease of the MFP shall be authorized as a reimbursable expense from an allowance which will be added to the CM's Base Fee.

## **2.2 Construction Services**

2.2.1 Contract Closeout - Conduct final inspections with Design Engineer, the Program

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

2.2.2 CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer and the Program Manager for interpretation. Confer with the Design Engineer and the Program Manager, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

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

END OF SECTION

## EXHIBIT "B"

### PAYMENT SCHEDULE

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

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

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed One Million, Dollars and Zero Cents (\$1,000,000.00) The Firm shall be compensated for such services by an amount equal to two and three tenth (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.

#### B. REIMBURSABLE EXPENSES

1. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.
2. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

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

END OF SECTION

## **Appendix "EE"**

### **Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

END OF SECTION

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Robert W. de Bruin (Name)

18 Crestwood Road, Port Washington, NY 11050 (Address)

(516) 513-1314 (Telephone Number)

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

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

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

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

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

Dated 9/22/20

[Signature]  
Signature of Chief Executive Officer

Robert W. de Bruin  
Name of Chief Executive Officer

Sworn to before me this

22nd day of September, 2020

[Signature]  
Notary Public

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