

Contract ID#: S3B116-03B

CFPW16000048
Department: Public Works**CF** (Capital)

E-254-16 CF E-254-16

Contract Details

SERVICE Investigation & Assessment

NIFS ID #: CFPW16000048 NIFS Entry Date: 9/21/16 Term: from Execution to 12/31/2017

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department
Name AECOM USA, Inc.	Vendor ID# 13-5511947	Department Contact Joseph Davenport
Address 605 Third Ave New York, NY 10158	Contact Person Paul Storella	Address 3340 Merrick Rd Wantagh NY 11793
	Phone (212) 984-7379	Phone (516) 571-7515

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	9/21/16	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	9/21/16	[Signature]	
9/23/16	OMB	NIFS Approval <input checked="" type="checkbox"/>	9/23/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
9/27/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	9/27/16	[Signature]	
9/25/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	9/25/16	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
10/31/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	10/31/16	[Signature]	



Contract Summary

Description: Bay Park STP Outfall/Sunrise Hwy Aqueduct Investigation & Condition Assessment
Purpose: Engineering services for the inspection and assessment of an approximately seven mile long section of the Sunrise Highway aqueduct, from approx. Ocean Avenue in Lynbrook, NY, to Wantagh Avenue in Wantagh, NY. The focus of the engineering services is to determine the aqueduct's physical condition and suitability for utilization as a force main to transport treated effluent from the Bay Park Sewage Treatment Plant (STP) to the Cedar Creek Water Pollution Control Plant (WPCP).
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.
Procurement History: Firms were requested to submit technical and cost proposals in accordance with the Department's Request for Proposals (RFP) dated June 10, 2016. The RFP was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RFP was posted on the County's website and advertised in <i>Newsday</i> . Two (2) technical and cost proposals were received on July 1, 2016, in response to this RFP. The Technical Proposals were evaluated by professionals from within the Department of Public Works. The proposal submitted by AECOM, having received the highest technical ranking and proposing the lowest cost represents the best value to the County.
Description of General Provisions: Prepare a technical report that documents historical/background data regarding the 72 inch diameter steel aqueduct; includes all inspection findings; and, provides conclusions with respect the adequacy of the pipeline to operate under future pressurized flow conditions.
Impact on Funding / Price Analysis: Funding for these services will be through the NYS Environmental Facilities (NYSEFC) Storm Mitigation Loan Program (SMLP) in the form of a 75% zero interest loan and 25% grant.
Change in Contract from Prior Procurement: n/a
Recommendation: Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	CSW 002
Control:	3B
Resp:	116
Object:	002
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$
Federal	\$
State	\$
Capital	\$3,110,900
Other	\$
TOTAL	\$3,110,900

LINE	INDEX/OBJECT CODE	AMOUNT
1	3B116/002	\$3,110,900
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$3,110,900

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Joseph Davenport, Chief Sanitary EngineerDate: 09/07/2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <u>[Signature]</u>
Name	Name	Date <u>10/31/16</u>
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: AECOM USA, Inc.

2. Dollar amount requiring NIFA approval: \$ 3,110,900

Amount to be encumbered: \$ 3,110,900

11/9/12

This is a ☒ New Contract ☐ Advisement ☐ 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: Commencement - 12/31/17

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: _____

4. Funding Source:

☐ General Fund (GEN)
☒ Capital Improvement Fund (CAP)
☐ Other

☒ Grant Fund (GRT)

Federal % _____
State % 25
County % 75

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

☐ Yes ☒ No

If not, will it require a future borrowing?

☒ Yes ☐ No

Has the County Legislature approved the borrowing?

☒ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract?

☐ Yes ☒ No ☐ N/A

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

Engineering services for the inspection and assessment of an approximately seven mile long section of the Sunrise Highway aqueduct, from approx. Ocean Avenue in Lynbrook, NY, to Wantagh Avenue in Wantagh, NY. The focus of the engineering services is to determine the aqueduct's physical condition and suitability for utilization as a force main to transport treated effluent from the Bay Park Sewage Treatment Plant (STP) to the Cedar Creek Water Pollution Control Plant (WPCP).

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

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A


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:

Exceeds \$50K

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.


Signature

Title

9/27/10
Date

Print Name

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

Signature

Title

Date _____

Print Name _____

NIFA

Amount being approved by NIFA: _____

Signature

Title

Date

Print Name _____

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.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: AECOM USA, Inc.

CONTRACTOR ADDRESS: 605 Third Ave, New York, NY 10158

FEDERAL TAX ID #: 13-5511947

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature


Date

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

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

AECOM USA, Inc. did not make any contributions to Nassau County elected officials or to the campaign committees of any candidates for any Nassau County elected offices. An officer of AECOM USA, Inc. attended the Friends of Ed Mangano Annual Golf Outing & Old Fashion BBQ Reception June 7, 2016 and made a contribution to Friends of Ed Mangano.

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

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

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

Vendor: **AECOM USA, Inc.**

Dated: _____

Signed: 

Print Name: Paul Storzella

Title: Vice President

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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 page 4 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? If yes, to what campaign committee?

NONE

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

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

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

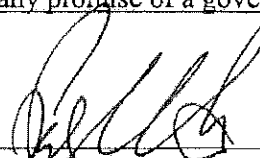
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 9/12/16

Signed: _____

Print Name: _____

Title: _____


PAUL STORELLA
VICE 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 Frederick Werner
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 605 Third Ave
City/state/zip New York, NY 10158
Telephone 212-973-2900
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer 10 / 01 / 2005 Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO x If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES x NO ____;
If Yes, provide details.

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. The entities listed in Section 5 are all AECOM owned entities, many of which contract with government clients.

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 details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO x If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO x If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO x If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO x If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO x If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO x If Yes, provide details for each such year.

CERTIFICATION

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

I, Frederick Werner, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 20

SEE ATTACHED

Notary Public

AECOM USA, Inc.

Name of submitting business

Frederick Werner

Print name

Frederick Werner

Signature

CEO

Title

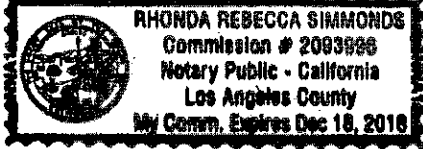
09.07.16
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 7th
day of September, 20 16, by Frederick Werner

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in dark ink, appearing to read 'Rhonda R. Simmonds', written over a horizontal line.

Fred Werner - Question 5

Entity Name	Title	Role Start	FEIN
AECOM	Group President, Design and Consulting Services	--	61-1088522
AECOM Canada Ltd	Chief Executive Officer	--	N/A
AECOM Canada Ltd	Group President, Design and Consulting Services	--	N/A
DMJM, Inc.	President	--	04-3608305
Egis-Semaly, Inc.	Director	--	13-3991691
Frederic R. Harris, Inc.	Vice President	--	71-0937763
Lozler, Inc.	President & CEO	12/09/2008	16-0531700

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 Chris Ward
Date of birth 10 / 11 / 1954
Home address 518 West 111th Street
City/state/zip New York, NY
Business address 605 Third Ave
City/state/zip New York, NY 10158
Telephone 212-973-2900
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 07 / 19 / 2016 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 x If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES x NO ____;
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES x NO ____
If Yes, provide details. The entities listed in Section 5 are all AECOM owned entities, many of which contract with government clients.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO x If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES x NO ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO x If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO x If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO x If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO x If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO x If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO x If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO x If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO x If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO x If Yes, provide details for each such year.

CERTIFICATION

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

I, Chris Ward, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9th day of September 2016

Adwoa FaaKye
Notary Public

ADWOA FAAKYE
Notary Public, State of New York
No. 01FA6206838
Qualified in New York County
Commission Expires August 1, 2017

AECOM USA, Inc.

Name of submitting business

Chris Ward
Print name

[Signature]
Signature

PRESIDENT
Title

9, 9, 16
Date

Chris Ward - Question 5

Entity Name	Title	Role Start	FEIN
AECOM Technical Services Northeast, Inc.	Senior Vice President	12/21/2015	14-1088260
AECOM Technical Services, Inc.	Senior Vice President	07/17/2015	95-2661922
Consoer Townsend Envirodyne Engineers of New York, Inc.	Vice President	07/14/2015	36-2711213
ATC Engineering, Inc.	Senior Vice President	12/21/2015	14-1142790

Question 7

- a. In May 2012, AECOM Technical Services, Inc., parent company of AECOM USA, Inc., received a letter of termination from its client Covidien, Inc. relating to a remediation project being performed on a Time & Materials basis. At the time of receipt of the letter, AECOM was awaiting authorization to continue site activities as the project budget had been exhausted. Covidien refused to issue additional authorizations and refused to make payment on overdue amounts within the prior Covidien issued authorization and AECOM was subsequently forced to file a claim in Massachusetts state court. Covidien had the matter removed to Federal Court where the claims were consolidated. AECOM disputed the validity of the termination. This matter has been settled with payment to AECOM.
- b. In or around November 2012, AECOM Technical Services, Inc. received a letter from the City of Sarasota informing it that the City was terminating ATS's contract for default. ATS responded to the City's letter, denying the claim that ATS was, in any way, in default of its obligations under the City but, nevertheless, acknowledging that the contract had been terminated. Unfortunately, in or around February of this year, the City filed a lawsuit against ATS and other parties alleging breach of contract, among other claims. ATS responded to the litigation and is vigorously defending the claims made against it. ATS remains hopeful that we will be able to amicably resolve the matter with the City. However, to date the litigation remains pending.
- c. In March of 2016, AECOM Technical Services, Inc. received a Notice of Termination for Cause from Atlantic City Electric, a PHI Company, on a Substation Project. AECOM disagrees with the purported basis for the notice and is contesting this notice.

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 Orlin
Date of birth 11 / 16 / 1954
Home address 152 B nonch
City/state/zip W MIL, NY 11747
Business address 605 Third Ave, 31st Floor
City/state/zip New York, NY 10158
Telephone 212-973-3070
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary 03/ 01 / 2011
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 11 / 01 / 2006 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO x If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES x NO ____;
If Yes, provide details.

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. The entities listed in Section 5 are all AECOM owned entities, many of which contract with government clients.

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 details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☒ NO ☐ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO x If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO x If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO x If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO x If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO x If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO x If Yes, provide details for each such year.

CERTIFICATION

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

I, Robert Orlin, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6th day of September 20 16

Adwoa FaaKye
Notary Public

ADWOA FAAKYE
Notary Public, State of New York
No. 01FA6206838
Qualified in New York County
Commission Expires August 1, 2017

AECOM USA, Inc.

Name of submitting business

Robert Orlin

Print name

Robert Orlin
Signature

VP & Secretary

Title

09 / 06 / 2016
Date

Entity Name	Title	Role Start	FEIN
AECOM Architects & Engineers (NJ), Inc.	Secretary	10/01/2012	95-4352693
AECOM Consult, Inc.	Secretary	11/16/2015	95-4822949
AECOM Environmental Consulting, Inc.	Secretary	05/21/2012	84-0774778
AECOM Infrastructure, Inc.	Assistant Secretary	--	08-1228800
AECOM INGENIERIA S.A. de C.V.	Assistant Secretary	--	Mexico AIN110805NP8
AECOM Services of PA, Inc.	Secretary	--	95-4232193
AECOM Services, Inc.	Assistant Secretary	10/01/2012	95-2084998
AECOM Technical Services Architects & Engineers, Inc.	Secretary	01/14/2012	06-1450378
AECOM Technical Services Northeast, Inc.	Secretary	11/16/2011	14-1088260
AECOM Technical Services, Inc.	Vice-President/Assistant Secretary	--	95-2661922
AECOM USA of Massachusetts, Inc.	Clerk/Secretary	03/01/2013	04-3133943
AECOM USA, Inc.	Vice President	11/13/2007	13-5511947
AECOM USA, Inc.	Secretary	03/01/2011	13-5511947
ATC Architecture, Inc.	Secretary	10/01/2012	13-2700022
ATC Engineering, Inc.	Secretary	10/01/2012	14-1142790
Consoer Townsend Envirodyne Engineers of New York, Inc.	Secretary	--	36-2711213
DMJM Aviation of Michigan, Inc.	Secretary	--	26-0191559
DMJM Aviation, Inc.	Assistant Secretary	01/03/2011	23-2499109
DMJM International	Assistant Secretary	--	95-2981464
DMJM+HARRIS CANADA INC.	Vice President/Asst. Secretary	--	N/A
EDAW, Inc.	Vice President/Asst. Secretary	--	20-3444203
Metcalf & Eddy of New York, Inc.	Vice President	--	13-1927079
Metcalf & Eddy of New York, Inc.	Assistant Secretary	--	13-1927079
TAMS Consultants, Inc.	Secretary	04/03/2014	13-1800952

Question 7

- a. In May 2012, AECOM Technical Services, Inc., parent company of AECOM USA, Inc., received a letter of termination from its client Covidien, Inc. relating to a remediation project being performed on a Time & Materials basis. At the time of receipt of the letter, AECOM was awaiting authorization to continue site activities as the project budget had been exhausted. Covidien refused to issue additional authorizations and refused to make payment on overdue amounts within the prior Covidien issued authorization and AECOM was subsequently forced to file a claim in Massachusetts state court. Covidien had the matter removed to Federal Court where the claims were consolidated. AECOM disputed the validity of the termination. This matter has been settled with payment to AECOM.
- b. In or around November 2012, AECOM Technical Services, Inc. received a letter from the City of Sarasota informing it that the City was terminating ATS's contract for default. ATS responded to the City's letter, denying the claim that ATS was, in any way, in default of its obligations under the City but, nevertheless, acknowledging that the contract had been terminated. Unfortunately, in or around February of this year, the City filed a lawsuit against ATS and other parties alleging breach of contract, among other claims. ATS responded to the litigation and is vigorously defending the claims made against it. ATS remains hopeful that we will be able to amicably resolve the matter with the City. However, to date the litigation remains pending.
- c. In March of 2016, AECOM Technical Services, Inc. received a Notice of Termination for Cause from Atlantic City Electric, a PHI Company, on a Substation Project. AECOM disagrees with the purported basis for the notice and is contesting this notice.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Achaibar Sawh

Date of birth 03 / 26 / 1971

Home address 28 Mayfair Avenue

City/state/zip Fort H. Park, NY 11001

Business address 605 Third Ave

City/state/zip New York, NY 10158

Telephone 212-973-2900

Other present address(es) _____

City/state/zip _____

Telephone _____

List of other addresses and telephone numbers attached

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

President ____/____/____ Treasurer 03 / 01 / 2011

Chairman of Board ____/____/____ Shareholder ____/____/____

Chief Exec. Officer ____/____/____ Secretary ____/____/____

Chief Financial Officer 03 / 01 / 2011 Partner ____/____/____

Vice President 10 / 22 / 2005 Metro Operations Manager 08 / 09 / 2015
(Other)

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

NO x YES ____ If Yes, provide details.

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? NO x YES ____ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☐ YES ☒; If Yes, provide details.

See Attached.

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? NO ☐ YES ☒ If Yes, provide details. The entities listed in Section 5 are all AECOM owned entities, many of which contract with government clients.

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? NO ☒ YES ☐ If Yes, provide details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ☐ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ☐ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ☐ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

a) Is there any felony charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ☐ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ____ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ____ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES ____ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES ____ If Yes; provide details for each such investigation.

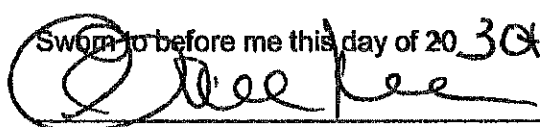
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES ____ If Yes; provide details for each such instance.


12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES ____ If Yes, provide details for each such year.

CERTIFICATION

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

I, Achaibar Sawh, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 20 30th June 2016

Notary Public
EILEEN KARKIS
Notary Public, State of New York
No. 01KA6003420
Qualified in Kings County
Commission Expires April 10, 2018

AECOM USA, Inc.
Name of submitting business
Achaibar Sawh
Print name

Signature

Chief Operating Officer, Senior Vice President, and Treasurer
Title

 / /
Date

Principal Questionnaire
Achalbar Sawh

Additional Information for Question 5.

Entity Name	Address	FEIN	Telephone Number	Title	Start Date	Still Serving
TAMS Consultants, Inc.	605 Third Ave, NY, NY 10158	13-1800952	212-973-2900	Treasurer	11/16/11	Yes
AECOM USA of Massachusetts, Inc.	605 Third Ave, NY, NY 10158	04-3133943	212-973-2900	Treasurer	3/1/13	Yes
AECOM Architects & Engineers (NJ), Inc.	605 Third Ave, NY, NY 10158	95-4352692	212-973-2900	Treasurer	10/1/12	Yes
ATC Engineering, Inc.	605 Third Ave, NY, NY 10158	14-1142790	212-973-2900	Treasurer	2/8/12	Yes
ATC Architecture, Inc.	605 Third Ave, NY, NY 10158	13-2700022	212-973-2900	Treasurer	2/8/12	Yes
AECOM Environmental Consulting, Inc.	605 Third Ave, NY, NY 10158	84-0774778	212-973-2900	Treasurer	5/21/12	Yes
Galson Corporation	605 Third Ave, NY, NY 10158	16-0971638	212-973-2900	Treasurer	6/4/12	Yes

The above positions are limited to instances where Achalbar Sawh is currently serving or performing the functions of chief executive officer, chief financial officer, or chief operating officer of the entity, without regard to individual's title, such as, president, vice president, secretary, treasurer or their equivalents.

APPENDIX C2

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: June 30, 2016

1) Bidder's/Proposer's Legal Name: AECOM USA, Inc.

2) Address of Place of Business: 105 Maxess Road, Melville, NY 11747

List all other business addresses used within last five years:

AECOM maintains numerous offices globally.

3) Mailing Address (if different): 605 Third Ave, New York, NY 10158

Phone : 631-574-4400

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 173-747-726

5) Federal ID. Number: 13-5511947

6) The bidder/proposer is a (check one): Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Other (Describe) ☐

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

Yes ☒ No ☐ If Yes, please provide details:

AECOM USA, Inc. shares space, staff and equipment with other affiliated entities under AECOM ownership.

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: See attached list of subsidiary entities

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☒ No ☐ If Yes, provide details. See attached.

10) Has the bidder/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). See Attachment A

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ____ No x 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 x No ____ If Yes, provide details for each such investigation.

See Attachment A

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 x No ____ If Yes, provide details for each such investigation.

See Attachment A

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? No x Yes ____ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? No x Yes ____ If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ____ Yes x If Yes, provide details for each such conviction

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

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

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No x Yes ____; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No x Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(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 as collection agent on behalf of Nassau County. None

(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 as collection agent on behalf of Nassau County. None

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. None

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.

As part of its operations, AECOM evaluates potential conflicts prior to pursuing opportunities with new and existing clients. The evaluation is part of AECOM's "go/no-go" decision process and includes input from Operations, Legal and Client Account managers.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

i) Date of formation; May 3, 1930

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; AECOM USA, Inc. is wholly owned by AECOM Technical Services, Inc., and who is ultimately owned by AECOM, a publicly traded company on the NYSE (symbol ACM)

iii) Name, address and position of all officers and directors of the company;

See attached.

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm;

vi) Annual revenue of firm; \$4,209,365.00

vii) Summary of relevant accomplishments See technical proposal

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

See attached NY Certificate of Authority to practice Engineering in NY. It hold various licenses in numerous jurisdictions beyond NY.

B. Indicate number of years in business.

Over 85 Years

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

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

Company Colorado Springs Utilities, CO

Contact Person Darlene Garcia, PE, PMP

Address 111 S Cascade Ave

City/State Colorado Springs, CO

Telephone (719) 668-4097

Fax # N/A

E-Mail Address dagarcia@csu.org

Company City of Winnipeg Water and Waste Department

Contact Person Armand Delaurier, CET

Address 1479 Buffalo Place

City/State Winnipeg, Manitoba R3T 1L7 (Canada)

Telephone (204) 986-6636

Fax # (204) 475-3646

E-Mail Address ADelaurier1@winnipeg.ca

Company New York City Department of Environmental Protection

Contact Person Vincent Saplenza, P.E., Deputy Commissioner

Address 96-05 Horace Harding Expressway

City/State Corona, NY 11368

Telephone (718) 595-4906

Fax # N/A

E-Mail Address vsaplenza@dep.nyc.gov

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robert Orlin, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity

Sworn to before me this day of 30th June 2016

Adwoa FaaKye
Notary Public

ADWOA FAAKYE
Notary Public, State of New York
No. 01FA6206838
Qualified in New York County
Commission Expires August 1, 2017

Name of submitting business: AECOM USA, Inc.

By: ROBERT ORLIN
Print name

[Signature]
Signature

VP & Secretary
Title

6 / 30 / 2016
Date

AECOM USA, Inc. (AUSA) is a direct, wholly owned subsidiary of AECOM Technical Services, Inc. and an indirect, wholly owned subsidiary of AECOM, a Delaware corporation whose stock is publicly traded on the New York Stock Exchange (ACM/NYSE). The following is a list, compiled after reasonable research and inquiry, of AUSA's domestic and foreign subsidiaries. The principal address for AUSA is 605 Third Avenue, New York, NY 10158. All other companies can receive mail there as well.

Domestic

AECOM Architects & Engineers, Inc. (New Jersey)
AECOM Libya Housing and Infrastructure, Inc. (Delaware)
AECOM of Nevada, Inc. (Nevada)
AECOM Pacific, Inc. (Delaware)
AECOM USA of Massachusetts, Inc. (Massachusetts)
AECOM USA of Michigan, Inc. (Delaware)
ATC Architecture, Inc. (New York) (50% owned with AECOM Services, Inc.)
Boyle Holding Corporation (California)
Consoer, Townsend & Associates, Inc. (Delaware)
Consoer Townsend Envirodyne Engineers of Indiana, Inc. (Delaware)
Consoer Townsend Envirodyne Engineers of New York, Inc. (New York)
Consoer Townsend Envirodyne Engineers of Ohio, Inc. (Delaware)
DMJM Aviation, Inc. (Delaware)
DMJM, Inc. (Delaware)
Egis-Semaly, Inc. (New York)
Envirodyne Engineers, Inc. (Delaware)
Frederic R. Harris, Inc. (Delaware)
Lim & Nascimento Engineering Corporation (California)
Material Testing Services, Inc. (Illinois)
Metcalf & Eddy Management, P.C. (DC)
Metcalf & Eddy of New York, Inc. (New York)
Metcalf & Eddy of Ohio, Inc. (Ohio)
P&D Consultants, Inc. (Delaware)
Subsurface Exploration, Inc. (Illinois)
Subsurface Testing Services, Ltd. (Illinois)
The Ellerbe Becket Company, LLC (Delaware)
Urbitrans Architectural/Engineering Group, Inc. (Connecticut) (66.7% owned)
Urbitrans Architectural/Engineering Group, PLLC (New York) (70% owned)

Foreign

AECOM INGENIERIA S.A. de C.V. (Mexico) (1% owned)
Dit-Harris, S.A. (Venezuela) (20% owned)
DMJM+HARRIS, Canada Inc. (Canada)
ESCY Consultants Limited (Cyprus)
Frederic R. Harris B.V. (Netherlands)
Frederic R. Harris, Ltd. (UK)
Holmes & Narver Canada, Inc. (Canada)
Maunsell Harris Consulting Engineers PVT.LTD (India)
Metcalf & Eddy de Panama, S. A. (Panama)
Planeacion de Recursos Cientificos S.A. de C.V. (Mexico)
Resources Engineering Consultants Company LTD (Thailand) (42% owned)

AECOM USA, Inc. (AUSA) is a direct, wholly owned subsidiary of AECOM Technical Services, Inc. and an indirect, wholly owned subsidiary of AECOM, a Delaware corporation whose stock is publicly traded on the New York Stock Exchange (ACM/NYSE). The following is a list, compiled after reasonable research and inquiry, of AUSA's domestic and foreign affiliates. The principal address for AUSA is 605 Third Avenue, New York, NY 10158. All other companies can receive mail there as well.

Domestic

AECOM C&E, Inc. (Delaware)
AECOM Infrastructure, Inc. (New York)
AECOM Services, Inc. (California)
CASS Water Engineering, Inc. (Delaware)
Davis Langdon, Inc. (California)
Economics Research Associates (California)
EDAW, Inc. (Delaware)
Earth Tech Environment & Infrastructure, Inc. (Wisconsin)
Earth Tech WE Holding, Inc. (Delaware)
The Hunt Corporation (Indiana)
Tishman Construction Corporation (Delaware)

Foreign

Grupo Rust International di Venezuela C.A. (Venezuela)
AECOM INGENIERIA S.A. de C. V. (Mexico) (99% owned)
Shanghai Earth Tech Eng. Cons. Co Ltd. (China) (48% owned)

As of April 1, 2015

**AECOM USA, INC.
BUSINESS HISTORY FORM
ATTACHMENT A**

Question 10

- a. AECOM USA, Inc. performs numerous contracts each year. From time to time, occasions arise when AECOM USA, Inc. does not complete the performance of an awarded contract resulting in its termination. These situations include (i) where a client is unsuccessful in securing funding for a particular project that is then terminated, (ii) where a client terminates a contract for convenience. AECOM USA, Inc.'s direct parent company, AECOM Technical Services, Inc. ("ATS"), in November of 2012, ATS received a notice from the City of Sarasota, Florida, notifying ATS that it has terminated its contract with ATS for the design of a sewer lift station for default. ATS disagrees with the termination. The City of Sarasota ultimately filed suit. ATS is vigorously defending the City's claims and the matter remains pending.

Questions 12 & 13

- a. In 2011 the U.S. Attorney's Office for the Eastern District of New York began investigating AECOM's Tishman Construction Corporation subsidiary (Tishman Construction), an affiliate of AECOM USA, Inc., in connection with improper overtime payments to certain union foremen on projects managed by Tishman Construction and other New York contractors between 1999 and 2009. AECOM acquired Tishman Construction in 2010. On December 10, 2015, the U.S. Attorney announced that Tishman Construction has agreed to settle this matter by entering into a deferred prosecution agreement, paying approximately \$5.6 million in restitution to clients and paying approximately \$14.6 million in fines over a two year period to the federal government. Tishman Construction did not keep any of the funds in question, which were provided to Local 79 labor foreman and will offer restitution payments pursuant to the settlement. In addition, Tishman Construction has made improvements to its internal compliance procedures that were further enhanced following AECOM's acquisition of Tishman Construction. This settlement does not impact the ability of Tishman Construction to perform its contracts.
- b. In October 2013, the City of Chicago Chief Procurement Officer ("CPO") provided notification to AECOM (the particular AECOM entity was not specified) that the Inspector General of the City of Chicago ("IG") had conducted an investigation and has recommended that the CPO impose sanctions against AECOM (the particular AECOM entity is not specified) for actions relating to the hiring of two individuals, more than six years ago, and the billings for those individuals. AECOM has been asked by the CPO to respond to the allegations raised by the IG prior to the CPO making a decision and AECOM has submitted its response rebutting the allegations. With respect to this matter, to our knowledge AECOM is not the subject of a criminal investigation in connection with the commission or alleged commission of a crime under local, state or federal law.
- c. In January 2012, the U.S. Attorney's Office for the District of Hawaii ("USAO") informed us that the USAO, the Department of Justice Environmental Crimes Section, and the U.S. Environmental Protection Agency were investigating potential criminal charges in connection with services AECOM Technical Services, Inc. ("ATS"), the parent of AECOM USA, Inc., provided to the operator of the Waimanalo Gulch Sanitary Landfill in Hawaii in 2010. ATS provided the services to the operator prior to storm events that occurred at the landfill in December 2010 and January 2011. ATS has fully complied with its obligations in the investigation. In April 2014, ATS entered into a non-prosecution agreement ("NPA") with the USAO and Department of Justice. As part of the NPA, ATS agreed to pay \$1.35 million, with a portion of the amount designated as a community service payment to a nonprofit organization to be identified by USAO. The NPA was reached with the understanding that, although two former ATS employees engaged in knowing and improper conduct, for a number of important reasons, the government would not prosecute ATS for that conduct. AECOM leadership was not aware of the actions of the two employees and

did not authorize or condone any such behavior. The government recognized that the circumstances indicate that the alleged wrongdoing was an isolated occurrence and, for that reason and others stated in the NPA, prosecution of ATS was not warranted.

- d. A disgruntled employee filed a complaint against AECOM with the Commonwealth of Massachusetts Division of Professional Licensure. AECOM USA of Massachusetts, Inc. ("AECOM Massachusetts"), a subsidiary of AECOM USA, Inc., reached settlement with the board, paid a \$79,000 fine, and admitted that approximately fourteen (14) architecture contracts entered into by AECOM Massachusetts were not signed by an officer or director who was a current Massachusetts licensed architect. Since becoming aware of this matter, AECOM Massachusetts has put procedures in place such that all architecture projects/contracts entered into by AECOM Massachusetts are signed by an officer or director who is a current Massachusetts licensed architect.

Question 14c

- a. URS Corporation, an indirect affiliate of AECOM USA, Inc., discovered through an internal investigation that George Papadopoulos, its former Vice President and Boston Office Manager, overcharged two URS clients via the submission of non-bona fide expense reports. URS terminated Mr. Papadopoulos' employment on February 13, 2009. On February 23, 2010, the Massachusetts Attorney General's Office filed criminal charges against Papadopoulos, and on April 21, 2010, after pleading guilty to larceny and procurement fraud, Papadopoulos was sentenced to 4-5 years in state prison. No criminal charges were filed against URS in connection with this matter.

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

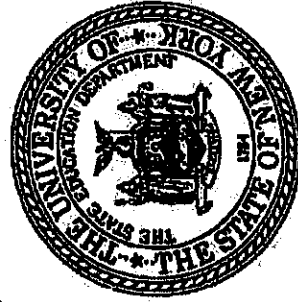
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

AECOM USA INC
605 THIRD AVENUE
31ST FLOOR
ATTN ADWOA FAKYE
NEW YORK, NY 10158-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 01/01/2015 TO 12/31/2017.

Douglas E. Lentivich
DOUGLAS E. LENTIVICH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011915



John B. King Jr.
JOHN B. KING JR.
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

COUNTY OF NASSAU

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

1. Name of the Entity: AECOM USA Inc.
Address: 605 Third Avenue
City, State and Zip Code: New York, NY 10158
2. Entity's Vendor Identification Number: 13-5511947
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
See attached list

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.

AECOM USA, Inc. is owned by AECOM Technical Services, Inc., and is ultimately owned by AECOM (formerly known as AECOM Technology Corporation), which is a publicly traded company on the New York Stock Exchange under the symbol ACM.

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.

See attached list of affiliates (other entities owned directly by AECOM Technical Services) and subsidiary entities owned by AECOM USA, Inc. None of these affiliates or subsidiaries currently hold contracts with Nassau County and none have engaged lobbyists with regard to Nassau County.

No affiliated or related companies will be participating in this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

Not applicable

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

Not applicable

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

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

Dated: 6/30/14

Signed: 

Print Name: Robert Drury

Title: VP & Secretary

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.

AECOM USA, Inc. Directors & Officers List

Board of Directors:

Robert Ledford
Chris Ward
Achaibar Sawh
Robert Orlin

Chief Executive Officer: Frederick W. Werner

President: Chris Ward

Chief Operating Officer & Chief Financial Officer: Achaibar Sawh

Senior Vice Presidents:

Albert Bast	Matthew G. Cummings	Bruce Koenig
Rick Brannon	Cheryl Giggetts	Kevin Cornish
Marcos Diaz-Gonzalez	Abbas Sarmad	Louis Tucciarone
Daniel Faust	Ed Schmeltz	Paul Roy
Glen T. Kartalis	Jack Spencer	Darcy Immerman

Vice Presidents:

John R. Azzaro	George Leahy	Ira Quiat
Christopher Bennett	Robert Lowe	Peter Rooney
Octavian Cana	Thomas MacAllen	Tom Scerbo
Thomas Cascino	William Marman	Paul Storella
Kevin S. Corbett	Chris McDermott	Touraj Tehrani
John Deerkoski	Aly Mohammad	Christine Tiernan
Stephen Dempsey	James Murphy	Robert Totillo
James Gilsenan	Robert Murphy	Dipal Vimawala
John Hagedorn	Achille Niro	Christopher Wood
Ayokunle Kafi	Robert K. Orlin	Joseph Zafonte
Mark Lang	Richard Paupst	
Frank J. LaPlaca	Thomas Quaranta	

Secretary: Robert Orlin

Asst. Secretaries:

Aren Fairchild
Lusanna Ro
Armond Tatevossian

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) 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) AECOM USA, Inc., a consultant engineering firm having its principal office at 605 Third Avenue, New York, NY 10158 (the "Firm" or the "Contractor").

WITNESSETH:

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

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

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

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

1. **Term.** This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on December 31, 2017 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year(s) by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. **Services, Extra Services and Reimbursable Expenses.**

(a) The services to be provided by the Firm under this Agreement consist of the inspection and assessment of the Sunrise Highway aqueduct. The specific work and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Appendix "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Contractor 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) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

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

(4) 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.

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Appendix "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed three million one hundred ten thousand nine hundred dollars (\$3,110,900).

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, to demand that the Contractor 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 Contractor.

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 Contractor 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 Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor 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 Contractor 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 Contractor 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 Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor 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 Contractor 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 Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of

the Contractor (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 Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. **Compliance with Law.**

(a) **Generally.** The 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, and disclosure of information, 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 hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

- (i) Contractor 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. Contractor 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, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) **Records Access.** The parties acknowledge and agree that all records, information, and data ("**Information**") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor 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 Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

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

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

(a) The Contractor shall, and shall cause Contractor 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 Contractor shall deliver services under this Agreement in a professional manner in conformance with the care and skill ordinarily exercised by similar members of the profession practicing under similar conditions at the time, in the same or similar locality. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor 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 Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of the Contractor or a Contractor Agent, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor'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 Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor 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 Contractor and/or a Contractor 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 Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor'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 Contractor 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 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor 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 Contractor 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 Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor 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 Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor 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 Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, 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 Contractor.** This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor'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 Contractor 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 Contractor 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 Contractor'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) **Contractor Assistance upon Termination.** In connection with the termination or impending reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. **Accounting Procedures; Records.** The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall allege that the above-described actions and inactions preceded the Contractor'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 Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor 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 Contractor 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 Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, 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 Contractor agrees to pay the County an administrative service charge of five hundred and thirty-three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22. **Joint Venture.**

(a) If the Contractor 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 Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint ventures 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 Contractor or any other entity, partner or joint venture hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint ventures 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.

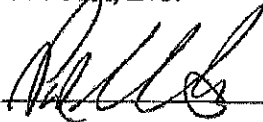
23. **Executory Clause.** Notwithstanding any other provision of this Agreement:

(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.

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

AECOM USA, INC.

By: _____

Name: Paul F. Storella, PE

Title: Vice-President

Date: 8/17/16

NASSAU COUNTY

By: _____

Name: _____

Title: _____

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
New York ss.:
 COUNTY OF NASSAU)

On the 19th day of August in the year 2016 before me personally came Paul Starella 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 Vice President of AECOM USA, INC., 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

ADWOA FAKYE
 Notary Public, State of New York
 No. 01FA8206838
 Qualified in New York County
 Commission Expires August 1, 2017

STATE OF NEW YORK)
) ss.:
 COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ 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

APPENDIX A DETAILED SCOPE OF SERVICES

Upon County authorization, the Firm agrees to perform all the usual and necessary services in connection with the preparation of a technical design report based on this Agreement, and the RFP, respectively.

The Firm shall enter into a professional services contract directly with the County. Under a separate agreement, the County has authorized the County's program manager, the Bay Park Recovery Program Management Joint Venture, hereinafter "PM-JV", to serve as the County's agent for the Assignment. The PM-JV's activities will include, but are not necessarily limited to, verifying that the Firm's efforts conform to the overall intent of the County's improvement program, reviewing the Firm's deliverables, schedule tracking, review of Firm's payment requests, and tracking progress and status of the assignment and project.

The Firm shall conduct an inspection and assess the condition of the 72-inch pipeline located under Sunrise Highway and determine its feasibility for use as a force main. The inspection program will:

- Inspect the designated length of the pipe;
- Confirm any change in condition since the 1977 inspection; and,
- Clarify the feasibility, nature and extent of upgrading required to meet the intended use as a force main.

Summary of Inspection and Assessment Service Tasks:

- 1) Project Management and Project-specific Health and Safety Plan (HASP) – The HASP shall signed by either a Certified Safety Professional (CPS) or Certified Industrial Hygienist (CIH). Comply with applicable OSHA regulations. Provide written documentation that all workers have received the training required by the project HASP and relevant OSHA regulations. Site-Specific Health and Safety Plan - The Firm will develop a site-Specific Health and Safety Plan (HASP) that will define how safety will be controlled and maintained throughout the inspection process. The HASP is a planning tool designed to "anticipate, recognize, evaluate and control hazards and risks" on project and construction related sites. The HASP will address applicable regulatory requirements (OSHA, EPA and DOT), training, personal protective equipment, air monitoring, stop work authority, emergency response, emergency action plan and any additional client specific requirements. The HASP will focus special attention on the following project specific hazards and risks:
 - a) Roadway Safety - The most significant risk to workers related to this project will be associated with roadway safety. These risks include personnel being struck by vehicles, impacts from inattentive and impaired drivers, as well as projectiles from roadway debris kicked-up by passing vehicles. the Firm will follow DOT's Manual on Uniform Traffic Control Devices (MUTCD) to establish a uniform flow of traffic that provides for the safety of workers, the traveling public, and provides for an appropriate work zone space with access and egress points. Temporary Traffic Control Devices will be used and designed to minimize driver confusion, be appropriately placed and adequately maintained for the anticipated work and weather conditions. Typical devices to be used include arrow signs, message boards and barrels. The Firm shall obtain all permits and approvals necessary for implementation of the roadway/traffic safety plan. Police presence during traffic controlled field activities (if required) will be provided outside this scope by others.
 - b) Night Work - Night work brings on unique challenges of seeing and being seen. Appropriate temporary lighting will be used to effectively illuminate the work areas while minimizing distractions to drivers. All site personnel will be required to wear Class 3 high visibility retro-reflective vests and pants to aid in worker's visibility. LED headlamps will be required on all hardhats to not only aid in illuminating the immediate work area but also increasing worker-to-worker visibility when reflective material is not being highlighted by an external light source.
 - c) Permit-Required Confined Spaces – Although primary confined space activities will be done with CCTV equipment, there will be a need to make entry into a permit-required confined space for the

set-up and remove equipment. All confined space entry work shall be done in accordance with OSHA 29 CFR 1910.146 Permit-Required Confined Spaces and 29 CFR 1926 Subpart AA Confined Spaces. Prior to entry, manhole covers shall be slightly ajarred to allow for a tygon tube to be slipped into the confined space. This is done in order to obtain a representative sample of the breathing air prior to the cover removal. The space will be tested for oxygen concentrations, combustible gases, carbon monoxide and carbon dioxide. Once the cover is removed the area will be barricaded to prevent a fall hazard. A tripod and full-body harness will be used for all entries as part of fall protection for entry and if ever there was a need to conduct a non-entry rescue. An on-site rescue team, who are first-aid/CPR trained with SCBAs shall be available during all entries. In addition, local rescue services shall also be identified as a back-up.

- d) Hot Work Permit - There will be a need to periodically cut the metal pipe in the confined space where there is a potential for flammable and combustible gasses to be present as well as the cutting process can consume the oxygen that is present. A Hot Work Permit program shall be implemented to reduce these risk as well as local powered ventilation and Fire Watch program shall be required during all hot work activities.
 - e) Dewatering plan and permit, as necessary.
 - f) Inspection Schedule. Provide a schedule for overall project completion at the first pre-inspection meeting and provide updated two-week look-ahead inspection schedules on a weekly basis upon initiating inspection activities.
 - g) Snow/Ice removal activities due to winter weather events is not included in this scope and shall be provided by others.
- 2) Background Data & Evaluations – coordinate with the PM-JV, County, and others as needed to obtain and review completed studies, future plans, data, and information available to support the Assignment. Inspection planning will commence with developing an accurate spatial representation of the 72-inch pipe with respect to all existing surface features. Key features of the pipe include all structure covers associated with the pressure pipe access manholes, all 48" gate valve chambers, the 4" inch air cocks, and the 8" air valves. The Firm will digitize the pipe and structures from existing record plans and then spatially reference them to all existing surface feature with supplemental survey. The delivery format for this project will be the County standard – Esri Geodatabase. This will allow the County to integrate the various components of the project, such as imagery, CCTV, and location sketches into a single basemap, which will be immediately useable in the County's GIS.
- 3) Field Investigations – Exterior Conditions.
- a) Provide a topographical survey of the manholes along the seven mile segment with top of casting and bottom of pipe elevations at a minimum for comparison with available profiles and to establish the datum relevant to original contract documents and as built plans.
 - b) Project control will be established on durable monuments using static GPS. There are six pairs of Nassau County GPS monuments along this seven-mile section of Sunrise Highway. These monuments will be incorporated into the network as appropriate. Where needed, additional durable control stations will be established using #5 rebar with caps or disks set in concrete. There are approximately eleven benchmarks listed in the National Geodetic Survey's database along Sunrise Highway in the project area. A sufficient number of those benchmarks will be included in the primary control network to ensure a uniform vertical reference frame for the project.
 - c) Prepare location sketches and photographs sufficient to show existing conditions at all valve chambers, access manholes, air vents and blow-offs. This data will be integrated into the project delivery format – Esri Geodatabase.
 - d) Conduct and document interior inspections of manhole, air vent, blow-off/drain chambers and outlets, valve chambers and other pipeline appurtenances.
 - e) Inspect and document manhole, valve and other chambers associated with the pipeline.

- f) Inspection results shall be reported relative to original pipeline stationing. Exiting manholes that have been paved over will not be unearthed. All required inspections at these manholes will be conducted from the interior of the pipe using CCTV (See Item 4 – Field Investigations – Interior Conditions).
- 4) Field Investigations – Interior Conditions.
- a) Dewater or blow-off sections of pipeline that are to be inspected. Obtain all permits necessary for removal and disposal of water from the pipeline. It is anticipated that dewatering operations will be discharged directly to the sanitary sewers without pre-treatment.
 - b) Provide an interior video survey of the pipeline. Document all visible damage and structural deficiencies with photo and video records. Document the condition of the steel, rivets, joints, connections, valve chambers and manholes. The Firm and its subcontractors are capable of carrying out the minimum data capture through existing ports, however, accessible existing ports will be enlarged (e.g. approximately the size of a standard manhole cover) to allow access for deploying a larger inspection platform with additional sensors better matched to meeting all inspection objectives. A larger platform equipped with an inertial guidance system allows all observations to be accurately spatially referenced. This will facilitate accurate location of the pipe with respect to all surface features. Temporary repairs of the enlarged opening using a steel plate will be provided. Permanent repairs at the expanded ports will be done as part of the piping rehabilitation in the future.
 - c) Provide CCTV reports and video per the reporting requirements of the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP).
 - d) Photographic Quality. Video and photographs obtained as part of the inspection shall provide an accurate, uniform and clear record of interior pipeline conditions. Lighting shall meet the requirements of the PACP and applicable codes regarding safety and power.
 - e) At a minimum, provide report sheets showing photographs of severe defects and/or unusual conditions, or one photo every 200 feet of pipe and a defect summary report per NASSCO PACP standard format.
 - f) Document locations of prior pipeline repairs as reported in the 1977 Inspection Report.
 - g) Assess and report ovality at regular intervals and at sections in which ovality has been reported in the past.
 - h) Report inspection results relative to original pipeline stationing.
- 5) Additional Investigations.
- a) Perform other testing or inspections that will aid in the determination of pipeline condition and its capacity for pressurization including:
 - i) Core Samples. Core samples shall be obtained at a minimum of seven locations. One of these locations shall be locations at which prior core samples were obtained, as documented in the 1977 Inspection Report. Core samples at all core sampling locations shall be obtained at the waterline, if a visible waterline is present, and from the same position/orientation as the prior samples. Core sample thickness shall be compared to estimated thickness of the pipeline when new as well as to previously reported results for the same location. Core sample locations shall be repaired and sealed as part of the sample collection effort.
 - ii) Wall Deposit Analyses. Collect and analyze chemical composition of samples of pipeline wall deposits, tuberculation and lining. Analytical work shall be sufficient to establish handling and disposal requirement for removed material. Analysis will include:
 - (1) Visual examination, dimensional assessment, and optical microscopic examination of the collected samples, as needed.
 - (2) Metallographic examination of cross-sections specimens from the core samples, including hardness testing.
 - (3) Compositional analysis of specimens sectioned from the core samples, using optical emission spectroscopy (OES) to determine compliance with relevant material specifications, as needed.

- (4) Scanning electron microscopic (SEM) examination of wall deposit samples, including semi-quantitative chemical analysis using energy-dispersive X-Ray spectroscopy (EDS).
 - (5) Chemical analysis testing of wall deposit samples to determine their composition. Chemical analyses are expected to include Fourier transform infrared spectroscopy (FTIR), as needed.
 - (6) Photographic documentation of all stages of the examination, as needed. Core samples locations shall be temporarily repaired subsequent to the sampling.
- iii) Other tests and investigations identified and agreed to in consultation with the PM-JV.
- 6) Technical Report (TR) – prepare a TR that documents background data, all inspection findings and conclusions with respect the adequacy of the pipeline to operate under pressurized flow conditions. The TR will note differences compared to information available from original pipeline contract drawings and profiles and compared to the 1977 Inspection Report. Additional details regarding the project deliverables include:
- a) An accurate completely spatially referenced capture of the location of the existing pipe and the condition of it and its appurtenances.
 - b) Digital record of the pipe including:
 - i) All dimensional scans (LIDAR above the standing water level and SONAR below the water level
 - ii) High resolution CCTV imagery
 - iii) Spatially referenced photographic data capture
 - c) Assessment of the nature of wall deposits, sediment in the pipe and standing water quality.
 - d) Documentation and spatial distribution and nature of tuberculation and debris/sediment in the pipe and characterization of the ramifications of removing it from both an environmental and level of effort perspective.
 - e) Identification and spatial distribution of defects in a manner that is fully integration with the overall location plan developed for the project.
 - f) Conceptual level of assessment of future operating condition sufficient to assess rehabilitation requirements, and
 - g) Rationalization of feasibility of returning the line to pressure service including identification of the practical ramifications of achieving this objective.
 - h) The inspection data capture will be compiled in a single geo-referenced database suitable for interface with an ESRI GIS platform. The analysis and recommendation will be summarized and documented in the Technical Report as noted herein. The TR will note differences compared to information available from original pipeline contract drawings and profiles and compared to the 1977 Inspection Report.
 - i) The Firm shall submit the TR in draft form for review by the County and PM-JV. The Firm shall meet with the County to discuss and review comments and then revise and resubmit in final form.
 - j) Five copies of both the draft and final TR shall be submitted in printed format. Both shall also be submitted in electronic format together with CDs/DVDs of all video and photographs obtained as part of inspection activities.
 - k) All photographs, whether provided in printed or electronic format, shall be accompanied by sufficient descriptive information and stationing to determine location and cross-reference to observed features and defects.
 - l) A coarse hydraulic grade line will be developed to assess product viability and the AWWA M28 classification system will be used to articulate the level of upgrading required and the range of products that are suitable for the intended operating mode.

This project will be funded or financed through the New York State Environmental Facilities Corporation (NYSEFC) State Revolving Fund (SRF). The Firm shall be bound by the conditions of this program. These conditions may require the use of New York State certified minority and/or women-owned business enterprises (M/WBE) as sub-consultants and certification that project construction was in conformance with the approved design documents. Further details of the requirements are contained in the "NY State Revolving Fund Program Requirements Bid Packet - Non-Construction Contracts for Service Providers" attached to and considered a part of this Agreement.

APPENDIX B PAYMENT SCHEDULE

Payment to the Firm for all services as outlined in "Appendix A," excluding any extra services that may be authorized under this Agreement, shall be made as follows:

Task 1	Project Management/HASP	Lump Sum	\$ 413,251.00
Task 2	Background Data & Evaluations	Lump Sum	\$ 61,792.00
Task 3	Field Conditions – Exterior	Lump Sum	\$ 487,383.00
Task 4	Field Conditions – Interior	Lump Sum	\$1,175,074.00
Task 5	Core Sampling & Pipe Material Analysis	Lump Sum	\$ 56,500.00
Task 6	Report Preparation	Lump Sum	\$ 199,000.00
Total			\$2,393,000.00

The cost indicated above for each task is an estimate and, with the approval of the Department, the estimated amount of individual tasks may be modified, so long as the Total Cost Ceiling is not exceeded.

Partial Payments - The Firm's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed for each Task, as approved by the Commissioner. Lump sum tasks will be paid on a percentage completed basis in accordance with an approved progress payment schedule.

Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Contractor having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate 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 straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

Extra Services or Additional Costs - If the Contractor is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Contractor; the Contractor shall be compensated for such extra expense and services.

Payment terms for any additional services shall be as mutually agreed by the Department and Contractor, as either a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

For any additional services to be paid on actual salaries the Contractor shall be compensated for such extra services by an amount equal to two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Contractor shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one **hundred seventy five dollars (\$175)** per hour.

Reimbursable Expenses - When approved by the Department, reimbursable expenses shall be paid at the actual costs incurred.

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:

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

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

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

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

Dated _____

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

day of _____, 20____.

Notary Public

Appendix EE**Equal Employment Opportunities For Minorities and Women**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a

final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

NY State Revolving Fund Program Requirements

Bid Packet

Non-Construction Contracts For Service Providers



**Environmental
Facilities Corporation**

NY State Revolving Fund Program Requirements Bid Packet

Non-Construction Contracts For Service Providers

Treatment Works Projects
(including CWA Section 212)

Drinking Water SRF

NYS Water Grants Program
(also receiving SRF Loan)

Engineering Planning Grant (EPG)

Effective October 1, 2015

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924 F: (518) 402-7456
www.efc.ny.gov

Text Left Blank

Summary of EFC Service Provider Requirements

Forms can be found in Part 3 of this document or online at www.efc.ny.gov/MWBE

Forms should be submitted electronically via email or through EFC's dropbox

* Beginning 10/1/2015 starred forms may be required for disbursement of state revolving loan funds

To be submitted with this bid:

- ☐ *EEO Policy Statement
- ☐ Documented Proof that EPA Form 6100-2 "DBE Subcontractor Participation Form" was given to MWBE Subcontractors
- ☐ *EPA Form 6100-3 "DBE Subcontractor Performance Form"
- ☐ *EPA Form 6100-4 "DBE Subcontractor Utilization Form"
- ☐ *Lobbying Certification
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

Refer to Part 2:

Guidance Section

Section 1.B

Section 2.D

Section 2.D

Section 2.D

Section 3

To be submitted after contract award:

- ☐ Executed contracts, subcontracts, agreements, and purchase orders
- ☐ MWBE Utilization Plan and/or Waiver Request
- ☐ EEO Workforce Utilization Report (part of MWBE Monthly Report Form)

Section 2.D.3

Section 2.D.1

Section 1.C

Tasks for construction start:

- ☐ Ensure that all subcontracts contain Part 1: Required Language

Ongoing documentation & tasks:

- ☐ Submit Monthly MWBE Reports to MBO
- ☐ Maintain weekly certified payrolls for all Prime & Subcontractors
- ☐ Maintain proof of payments for MWBE Subcontractors

Section 2.D.4

Section 2.D.4

Text Left Blank

BID PACKET FOR NON-CONSTRUCTION CONTRACTS

NEW YORK CLEAN WATER and DRINKING WATER STATE REVOLVING FUNDS

Administered by the New York State Environmental Facilities Corporation (EFC)

"Non-Construction Contracts" means any written agreement, and amendment(s) thereto, where the recipient is committed to expend or does expend funds in return for labor, services (including legal, financial, technical, and other professional services), travel, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency.

Contents of Bid Packet

Part 1: REQUIRED CONTRACT LANGUAGE

The required contract language to be inserted into all contracts and subcontracts to satisfy State Revolving Fund (SRF) Program requirements.

Part 2: GUIDANCE MATERIALS

A description of the program requirements as they relate to contracts and subcontracts funded in whole or in part by the New York State Revolving Funds.

Part 3: REQUIRED FORMS

Copies of required forms are included at the end of this packet for the Service Provider's use. All forms can be found on the EFC website (www.efc.ny.gov/MWBE).

Text Left Blank

PART 1:

REQUIRED CONTRACT LANGUAGE

This Part 1 is to be inserted in its entirety for ALL project contracts and subcontracts being funded in whole or in part with SRF funds.

Check EFC's website (www.efc.ny.gov/MWBE) for updates.

****Please note that the contractual language in its entirety is not necessarily applicable to all projects. Information is provided in parentheses below each program section within to identify circumstances when certain language is not applicable.****

Part 1: Table of Contents

REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS	7
EEO AND MWBE LANGUAGE, GOALS AND OTHER PROGRAM REQUIREMENTS	8
MWBE PROGRAM	9
EEO PROGRAM	10
DISADVANTAGED BUSINESS ENTERPRISES	10
REMEDIES	11
RESTRICTIONS ON LOBBYING	11
AMERICAN IRON AND STEEL (AIS) REQUIREMENT	12

REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS

*****(This section applies to all contracts and subcontracts)*****

In accordance with the terms and conditions set forth in Section 5.1 of the Project Finance Agreement, Recipient agrees that the following language will be included in all contracts and subcontracts regarding the Project including but not limited to those relating to construction, engineering, architectural, legal and fiscal services, as required by federal and state laws, regulations, and executive orders applicable to this Project:

Defined Terms:

The term "Bid Packets" means the New York State Revolving Fund (SRF) Bid Packet for Construction Contracts and Bid Packet for Non-Construction Contracts and Service Providers, available at www.efc.ny.gov/MWBE.

The term "Contractor", as used in this contract or subcontract, means, and applies to, all Prime Contractors, consultants and Service Providers as hereinafter defined, unless specifically referred to otherwise.

The term "Service Providers" means those who provide the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, and travel.

The term "Subcontractor", as used in this contract or subcontract, means, and applies to, any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Service Provider.

The term "EEO policy statement" means a statement of the Service Provider and Subcontractor setting forth at least the following:

- (i) A statement that the Service Provider will provide for and promote equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of Service Provider's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be provided with equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
- (iii) An agreement to 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, labor union, or representative will not discriminate or harass on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law and that such union or representative will affirmatively cooperate in the implementation of the Service Provider's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

The term "EFC" means the New York State Environmental Facilities Corporation.

The term "EPA" means the United States Environmental Protection Agency.

The term "ESD" means the Empire State Development Corporation - Division of Minority and Women's Business Development.

The term "Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due hereunder are being paid in whole or in part.

The term "Service Providers" means professional services, such as legal, engineering, financial advisory or other professional services, supplies, commodities, equipment, materials, and travel.

The term "State" means the State of New York.

The term "Treatment Works" is defined in Clean Water Act (CWA) Section 212. Examples include new, expanded or rehabilitated wastewater; sludge treatment and disposal facilities including biosolids reuse; collector, trunk and interceptor sewers; sewer rehabilitation and infiltration/inflow correction; municipally-owned sewers and treatment capacity for industrial wastewater; combined sewer overflow (CSO) abatement; stormwater resiliency and pollution abatement; energy initiatives, including energy efficiency and on-site power generation for treatment plants and sewer systems; water treatment plant filter backwash and sludge treatment; water efficiency projects, including conservation and reuse of water; septage hauling and marine vessel pump out/treatment facilities; publically-owned water conservation/reuse devices or systems; and security measures for wastewater treatment plants and sewer systems. Stormwater management facilities that are specifically required by a Long Term Control Plan, administrative/judicial order, or a SPDES permit for an MS4 or combined sewer system are considered to be Section 212 projects.

The terms "Nonpoint Source Projects" and "Green Infrastructure Project" are defined in CWA Section 319. Examples include green infrastructure projects that manage stormwater, such as constructed wetlands, biofilters, porous pavement and green roofs; waterbody restoration including stream bank stabilization and drainage erosion and sediment control; restoration of riparian vegetation, wetlands and other water bodies; land acquisition or conservation easements for water quality protection; stormwater management facilities, such as street sweepers and catch basin vacuum vehicles, sediment traps and basins; and capping and closure of municipal solid waste landfills, landfill reclamation, landfill leachate collection, storage and treatment of landfill gas collection and control systems.

The term "Estuary Management Program Project" means a CWA Section 320 Project. Examples include projects necessary to implement the EPA-approved Estuary Conservation and Management Plans for the New York-New Jersey Harbor; Peconic Bay; and Long Island Sound Estuaries.

EEO AND MWBE LANGUAGE, GOALS AND OTHER PROGRAM REQUIREMENTS

*** (Applies to all contracts) ***

Interpretation:

This contract is subject to Article 15-A of the Executive Law (Article 15-A) and 5 NYCRR 140-145 (the Regulations) and shall be considered a State Contract as defined therein. If any of the terms herein conflict with Article 15-A or the Regulations, such law and regulations shall supersede these requirements.

Representations and Acknowledgements of Service Provider:

The Service Provider acknowledges that funds for the payment of amounts due under this contract are being provided in whole or in part subject to the terms and conditions of a grant agreement or a project finance agreement with EFC.

The Service Provider represents that it has submitted an EEO policy statement, an EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts, and an MWBE Utilization Plan (Prime Service Providers only), **prior to the execution of this contract.**

Suspension/Debarment - The Service Provider is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532 and 40 CFR Part 32. Further, neither the Service Provider nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

Equal Employment Opportunity (EEO), Affirmative Action, MWBE and Other Covenants:

Service Provider and Subcontractor shall comply with all federal and state laws, regulations, and executive orders applicable to this Project, and shall provide such documentation, including periodic reports, as may be requested from time to time and as set forth in guidance documentation available at www.efc.ny.gov/MWBE, including but not limited to the Bid Packets.

With respect to this contract, the Service Provider and Subcontractor shall undertake or continue existing programs of affirmative action and equal employment opportunity to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, color, national origin (including limited English proficiency), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

MWBE PROGRAM

NEW Goals as of 10/1/2015

****Applies to all:** (1) Service Provider contracts greater than \$25,000
 (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the contract value above \$25,000
 (3) Contract amendments greater than \$25,000)**

MWBE Goals - The Service Provider agrees to pursue MWBE goals in effect at the time of execution of this contract. The MWBE goals shall be applied to the total amount being funded pursuant to the grant agreement or project finance agreement with EFC. Please contact EFC if you have any questions about the applicable goals for your contract.

Program	MWBE Combined Goal*
CWSRF, DWSRF, & GIGP	20%
NYS Water Grants (also receiving SRF loan)	CWSRF 23% DWSRF 26%
Engineering Planning Grant	CFA Round 2012-2014 20% CFA Round 2015-2016 30%

*May be any combination of MBE and/or WBE participation

Service Providers shall solicit participation of MWBE Service Providers (including Subcontractors, consultants and Service Providers) for SRF-funded projects in accordance with the aforementioned goals. The Service Provider must submit sufficient documentation to demonstrate good faith efforts to provide opportunities for MWBE participation for work related to the SRF-funded project in the event respective goals are not achieved. Guidance pertaining to documentation of good faith efforts is set forth in the Bid Packet.

The Service Provider agrees that for purposes of providing meaningful participation by MWBEs on the contract and achieving the goals, Service Provider will reference the directory of New York State Certified MWBEs found at the following internet address: ny.newnycontracts.com.

Subcontractors who in turn subcontract work shall also comply with MWBE requirements for that contract.

MWBE Utilization Plan (MWBE Utilization Plan requirements apply to Service Providers. MWBE Utilization Plans are submitted to the SRF Recipient's minority business officer (MBO) prior to execution of a contract.) Each Service Provider shall prepare an MWBE Utilization Plan, and any subsequent revisions or amendments

thereto, that provides information describing MBEs and WBEs to be utilized at various times during the performance of this contract. The MWBE Utilization Plan shall identify the Service Provider's proposed MBE and WBE utilization for this contract and the MWBE participation goals established for this contract by EFC. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for, certification from ESD.

In the event that the Service Provider's approved MWBE Utilization Plan does not propose achievement of the MWBE participation goals for this contract, the Contractor shall complete a waiver request as hereinafter referenced.

Submission – Within 30 days of execution of this contract, the Service Provider shall submit to the Recipient copies of all signed subcontracts, agreements, and/or purchase orders referred to in the MWBE Utilization Plan.

Compliance – The Service Provider agrees to adhere to its approved MWBE Utilization Plan for the participation of MWBEs on this contract pursuant to their respective MWBE goals.

Waivers – If the Service Provider's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals then, prior to execution of a contract, the Service Provider shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the Recipient. The Service Provider is entitled to receive a written notice of acceptance or denial within 20 days of receipt. Upon receipt of a notice of deficiency from the Recipient, the Service Provider shall respond with a written remedy to such notice within 7 days. Such response may include a request for a total or partial waiver of the aforementioned goals.

The Service Provider shall comply with the requirements set forth in the Bid Packets regarding waivers.

Required Reports – MWBE Monthly Report – The Service Provider agrees to submit a report to the Recipient by the 3rd business day following the end of each month over the term of this contract documenting the payments made and the progress towards achievement of the MWBE goals of this contract.

EEO PROGRAM

*** (Applies to all contracts and subcontracts greater than \$10,000) ***

EEO Workforce Staffing Plan

All Service Providers and their Subcontractors shall submit an acceptable EEO Workforce Staffing Plan setting forth the anticipated work force to be utilized on such contract or, where required, information on the Service Provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient. The EEO Workforce Staffing Plan is submitted to the Recipient prior to execution of a contract.

Required Reports - EEO Workforce Utilization Reports

During the term of this contract, the Service Provider and Subcontractor shall update and provide notice to the Recipient of any changes to the previously submitted Staffing Plan in the form of an EEO Workforce Utilization Report. The Service Provider shall submit this information on a quarterly basis during the term of this contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information. In the event a Service Provider and Subcontractor's workforce does not change within the Quarterly period, the Service Provider shall notify the Recipient in writing.

DISADVANTAGED BUSINESS ENTERPRISES

*** (Applies to all contracts and subcontracts) ***

The Service Provider and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Service Provider and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Service Provider and Subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. Service Providers and Subcontractors shall comply with the requirements set forth in the Bid Packets regarding Disadvantaged Business Enterprises.

REMEDIES

*** (Applies to all contracts) ***

Upon a determination by the Recipient of the Service Provider's non-responsiveness, non-responsibility or breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, the Recipient may withhold funds under this contract or take such other actions, impose liquidated damages or commence enforcement proceedings as set forth herein or as otherwise allowed by law or in equity.

If the Service Provider or Subcontractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth in clauses (i), (ii), (iii) and (iv) of the definition thereof and within the timeframe required therefor, Recipient may declare this contract to be null and void.

The Service Provider and Subcontractor agree that a failure to submit and/or adhere to its EEO policy statement, EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (Contractors only), and any other required periodic reports, shall constitute a material breach of the terms of this contract, entitling Recipient to any remedy provided herein, including but not limited to, a finding of Service Provider non-responsiveness.

Liquidated or Other Damages - If it has been determined by the Recipient or NYSEFC that the Service Provider is not in compliance with the requirements herein or refuses to comply with such requirements, or if the Service Provider is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Service Provider shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as determined by the Recipient or EFC, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Service Provider achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, Service Provider shall pay such liquidated damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Service Provider has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

RESTRICTIONS ON LOBBYING

*** (Applies to all contracts and subcontracts greater than \$100,000) ***

The Service Provider and Subcontractor executing a contract in excess of \$100,000 agree to provide to the Recipient an executed Certification For contracts, Grants, Loans, and Cooperative Agreements 40 CFR 34, in the form attached hereto, consistent with the requirements of 40 CFR Part 34.

AMERICAN IRON AND STEEL (AIS) REQUIREMENT

***** (Applies only to Equipment and Material Supplier contracts) *****

The Service Provider acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF) financial assistance that the Service Provider understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation (EFC) through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Service Provider pursuant to this Agreement.

The Service Provider hereby represents and warrants that:

- (a) the Service Provider has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Service Provider will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Service Provider shall permit the Recipient to recover as damages against the Service Provider any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Service Provider has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Service Provider agree that the EFC is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EFC.

Text Left Blank

PART 2:

GUIDANCE MATERIALS

Part 2: Table of Contents

INTRODUCTION.....	15
SECTION 1 EQUAL EMPLOYMENT OPPORTUNITY	15
SECTION 2 MWBE and DBE.....	16
A. MWBE REQUIREMENTS.....	17
B. MWBE PARTICIPATION GOALS (FAIR SHARE OBJECTIVES)	17
C. RECEIVING CREDIT UNDER THE EFC MWBE PROGRAM	17
D. SERVICE PROVIDER'S MWBE RESPONSIBILITIES.....	18
E. SUBCONTRACTOR'S MWBE RESPONSIBILITIES.....	22
F. MWBE WAIVER REQUESTS.....	23
G. PROTESTS/COMPLAINTS	24
H. WASTE, FRAUD AND ABUSE	24
I. REMEDIES	24
SECTION 3 RESTRICTIONS ON LOBBYING	24
SECTION 4 AIS REQUIREMENTS	25
SECTION 5 PROGRAM DECISION TREE	31

INTRODUCTION

A description of requirements as they relate to contracts funded in whole or in part by the New York State Revolving Funds:

Applicability:

This guidance applies to Service Provider (Non-Construction) contracts or subcontracts where the SRF recipient (Recipient) commits to expend funds for services (including legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or any combination thereof.

Purpose of Documents:

This guidance is designed to complement the required contract language as set forth in Part 1, by providing additional information intended to assist SRF Recipients and bidders in complying with EEO, MWBE and other requirements of the SRF programs, as appropriate, including:

- New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development)
- 40 Code of Federal Regulations (CFR) Part 33 – “Participation by Disadvantaged Business Enterprises in US EPA Programs”
- Restrictions on Lobbying
- P.L. 113-76, Consolidated Appropriates Act, 2014; WRRDA Section 608 of the Federal Water Pollution Control Act, as revised – “American Iron and Steel” (AIS)

Service Providers are required to engage in procurement practices that will provide opportunities for meaningful participation of minority and women-owned business enterprises (MWBE) in providing construction, labor, travel, equipment, materials, supplies, services (including legal, financial, engineering or other professional services), or any combination of the above, and practices to encourage the employment of minorities and women in the workforce.

Failure to report on EEO participation or to meet any of the program requirements and regulations described within this packet in a timely manner may result in withholding of disbursements of SRF funds or other remedies as reflected in the SRF financial assistance agreement. This may affect the Service Provider's payments.

Reference the EFC website to ensure the most recent forms and language. (www.efc.ny.gov/MWBE)

The New York State Environmental Facilities Corporation (EFC) implements the New York State Revolving Fund (SRF) for both Clean Water and Drinking Water projects. This guidance outlines the activities that must be performed by each Service Provider and Subcontractor on an SRF funded project in order to comply with federal and New York State laws and regulations.

SECTION 1 EQUAL EMPLOYMENT OPPORTUNITY

(Applies to all contracts and subcontracts greater than \$10,000)

A. WORKFORCE DIVERSITY

Service Providers are required to document their efforts to meet EEO goals for the employment of minorities and women on all SRF funded projects on the EEO Workforce Utilization Report. The United States Department of Labor (DOL) has established EEO goals for employment of minority and women. The goals are available on EFC's website in the Prime Contractor folder.

B. EEO POLICY STATEMENT

The EEO Policy Statement is documentation of a Service Provider's or Subcontractor's policy of non-discrimination in accordance with federal and state laws. EEO Policy Statements must: be submitted to the Recipient's minority business officer (MBO) as part of any bid proposal or upon execution of a subcontract; include language as defined above (see Required Terms for Project Contracts and Subcontracts – EEO Policy Statement definition); and be signed by the Service Provider or Subcontractor, as applicable.

The EEO Policy Statement can be found in the Required Forms section of this document and on EFC's website in both the Prime Contractor and MWBE Subcontractor sections.

C. EEO WORKFORCE STAFFING PLAN

With the Bid, or when offering services, each Service Provider shall submit to the SRF Recipient an EEO Workforce Staffing Plan estimating the anticipated work force to be utilized on the project. The EEO Workforce Staffing Plan shall include information on the Service Provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories.

Blank EEO Workforce Staffing Plans are found in the Required Forms section of this document and on EFC's website.

D. EEO WORKFORCE UTILIZATION REPORTS

Upon the execution of the contract and monthly thereafter, the Service Provider shall submit to the Recipient's MBO an EEO Workforce Utilization Report that documents the actual labor hours worked by ALL Service Provider AND Subcontractor employees during the prior month period, on activities related to the contract, broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Recipient.

The *EEO Workforce Utilization Report* is part of the MWBE Monthly Report form. Both the EEO Workforce Utilization Report and MWBE Monthly Report are found on the EFC website in the Prime Contractor folder.

All EEO Workforce Utilization Reports submitted by the Service Provider and Subcontractor must reflect a separation of the workforce utilized in the performance of this contract from Service Provider or Subcontractor's total workforce. The EEO Workforce Utilization Report must indicate that the information provided relates to the actual workforce utilized. If the Service Provider or Subcontractor fails to separate the workforce to be utilized on this contract from the total workforce as determined by Recipient, Service Provider shall submit the EEO Workforce Utilization Report and indicate that the information provided is Service Provider or Subcontractor's total workforce during the subject time frame, not limited to work specifically under a particular contract.

SECTION 2 MWBE and DBE

*** (DBE Applies to all contracts*

MWBE Applies to all:

- (1) Service Provider contracts greater than \$25,000*
- (2) Projects that are initially under these thresholds but have subsequent change orders that increase the contract value above \$25,000*
- (3) Contract amendments greater than \$25,000)***

A. MWBE REQUIREMENTS

Recipients, Service Providers and Subcontractors must comply with New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development).

Non-construction contracts, for the purposes of SRF MWBE compliance, are written agreements between an SRF Recipient and a Service Provider (or Subcontractor) whereby the SRF Recipient commits to expend funds for the services (i.e. legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or combination thereof in support of an SRF financed project.

Amendments or change orders for such non-construction contracts with a value greater than \$25,000 may be subject to MWBE requirements as well. The Service Provider is to seek additional MWBE participation for the additional value of the contract unless EFC determines otherwise.

If contracts with a value of \$25,000 or less have subsequent change orders or amendments that bring the total contract value to greater than \$25,000, the full value of the contract will then be subject to MWBE requirements.

B. MWBE PARTICIPATION GOALS (FAIR SHARE OBJECTIVES)

NEW GOALS AS OF 10/1/2015

Based on the report, "The State of Minority and Women-Owned Business Enterprise: Evidence of New York, April 29, 2010" (NYS Disparity Study), there is a demonstrated availability of MWBEs throughout New York State. Service Providers are required to solicit participation of MWBE firms (including Subcontractors, consultants, and Service Providers) for SRF funded projects.

MWBE participation goals will be based on the goals in place at the time of the execution date of each respective contract, unless MWBE participation goals have been otherwise specified in an executed SRF grant agreement or project finance agreement. The current goals for this program are listed below. If your contract was executed prior to October 1, 2012 please speak to an EFC Representative to determine what goals apply.

Program	MWBE Combined Goal*
CWSRF, DWSRF, & GIGP	20%
NYS Water Grants (also receiving SRF loan)	CWSRF 23% DWSRF 26%
Engineering Planning Grant	CFA Round 2012-2014 20% CFA Round 2015-2016 30%

*May be any combination of MBE and/or WBE participation

C. RECEIVING CREDIT UNDER THE EFC MWBE PROGRAM

To receive MWBE participation credit, Service Providers or Subcontractors performing work that have been identified in an approved MWBE Utilization Plan (See Subsection D1 below for more information) must be certified as an MBE or WBE by the Division of Minority and Women's Business Development, Empire State Development Corporation (ESDC). Conditional credit will be given for firms that have applications pending with ESDC.

Prime Service Providers that are certified MWBE will receive credit for MWBE participation. Primes may include second tier Subcontractors (Subcontractors hired by Subcontractors) on their MWBE Utilization Plan.

A list of firms certified in New York State can be found on the ESD website at <https://ny.newnycontracts.com>. Searches can be performed by the business name, commodity code or business description.

D. SERVICE PROVIDER'S MWBE RESPONSIBILITIES

At the Time of Bid:

The completed forms listed below shall be part of the official bid submission (including proposals) by each competing Service Provider:

- **EPA Form 6100-3 "DBE Subcontractor Performance Form"**

This form shall be completed by all potential Subcontractors and collected by the bidder to be included as part of the bid submission.

- **EPA Form 6100-4 "DBE Subcontractor Utilization Form"**

This form shall be completed by each potential bidder and submitted as part of the bid submission. On this form, each bidder offers their estimated plan for MBE and WBE utilization for their contract.

NOTE: The Prime **Service Provider's** EEO Policy Statement should be completed and included as part of the bid submission.

Prior to Award of the Contract:

- **EPA Form 6100-2 "DBE Subcontractor Participation Form"**

Distribute the form to MWBE Subcontractors who are listed on the 6100-4 form. Submit to the MBO documented proof (e.g. email, letter, certified mail receipt) to the MBO that the 6100-2 form was made available to the MWBE Subcontractors. (See Part 3: Required Forms)

After Award of the Contract:

Each Prime Service Provider is obligated to seek MWBE participation and document their good faith efforts to meet MWBE goals.

1. MWBE Utilization Plan (UP)

- Due Date:** MWBE UPs are required to be submitted to the MBO no later than the date of execution of the contract.
- Preparation:** Each Service Provider shall prepare an MWBE UP that provides information describing MBEs and WBEs to be utilized during the term of the contract. The MWBE UP will reflect the EFC MWBE goals that apply to the contract as well as the Service Provider's anticipated MWBE participation. The Prime **Service Provider** may take credit for certified firms obtained by their Subcontractors. The Service Provider will transmit the completed MWBE UP form, with all pages filled out, to the MBO. Blank MWBE UP forms are available on EFC's MWBE website.

MWBE UP revisions should be submitted to the MBO, with the next monthly report. When an MWBE UP is revised due to execution of a change order, the change order should be submitted to the MBO with the revised MWBE UP.

- NYS Certified:** The MBEs and WBEs identified in the MWBE UP must be certified by, or have applied for certification from:

Empire State Development Corporation
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12245
Phone: 1-800-782-8639
www.esd.ny.gov/MWBE.html

- d. **Supplier Credit:** Credit for MBE/WBE participation shall be granted for MWBE firms performing a commercially useful business function according to custom and practice in the industry.

"Commercially useful functions" normally include:

- i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
- ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment; or
- iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a Service Provider.
- iv. Being responsible for ordering, negotiating price, and determining quality and quantity of materials and supplies.

MBE/WBE goal crediting:

- i. For MWBE suppliers who are manufacturers, fabricators, or official manufacturer's representatives who are warehousing such goods, up to 100% of the MBE/WBE objective may be credited.
- ii. No credit will be granted for MBEs and/or WBEs that do not provide a commercially useful function.

- e. **Waiver Request:** If the Service Provider's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the Service Provider shall complete the waiver request portion of the MWBE UP, attach appropriate documentation, and submit it to the MBO. **See Section F for more information.**

- f. **MWBE Utilization Plan Acceptance vs. Notice of Deficiency:** The MBO will evaluate a completed MWBE UP. If the MBO finds the UP sufficient, after review and application of the requirements set forth in this guidance, they will forward to EFC for review. If the MBO finds the UP insufficient, they will work with the Service Provider to address deficiencies before submitting to EFC for review. A written notice of acceptance or denial will be issued by EFC within 20 business days of receipt of the UP. Upon notice of deficiency to the Service Provider from either the MBO or EFC, the Service Provider shall respond with a written remedy to such notice within seven (7) business days.

In coordination with the MBO, EFC will accept an MWBE UP upon consideration of many factors, including the following:

- i. The MWBE UP indicates that the proposed goals for the project will be achieved;
- ii. A Prime Service Provider, who is a certified MBE or WBE, will be credited for up to 100% of the category of their certification. However, good faith efforts to seek participation in the other category are required; and
- iii. Adequate documentation to demonstrate good faith effort and/or support a specialty equipment/services waiver as described in Section D2.

- g. **UP Acceptance:** Within 10 days of the final acceptance of a MWBE UP or Waiver Request, EFC will post the approved MWBE UP or Waiver Request on the EFC website.

- h. **Conditional Utilization Plan:** In coordination with the MBO, EFC may issue conditional acceptance of UPs pending submission of additional documentation that demonstrates there will be an increase in MWBE participation.
- i. **Revisions of the MWBE Utilization Plans:** If project conditions change such that the information submitted in the approved MWBE UP is no longer valid, the Service Provider shall indicate the changes to the MBO in the next monthly report. At EFC's discretion, an updated MWBE UP form and good faith effort documentation may be required to be submitted.
- j. **Projects Co-Funded with other state/federal agencies:** In the event EFC is providing financial assistance to a project that is also financially supported by other state/federal agencies, EFC may defer to the MBE and WBE participation goals and program established by those agencies.

2. Good Faith Effort Documentation

The Prime Service Provider shall maintain documentation of their efforts to solicit participation of MWBE firms for SRF-funded projects in an effort to meet the appropriate goals. In the event respective goals are not achieved, the Service Provider must submit sufficient documentation to demonstrate good faith efforts have been made to provide opportunities to certified MWBE firms to participate in SRF-funded projects.

Examples of documentation of good faith efforts are set forth below:

- Information on the scope of work related to the contract and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with, or obtaining supplies or services from, MBEs or WBEs.
- Printed screenshots of the directory of Certified Minority and Women Owned Businesses (MWBE directory) on ESD's website on a statewide basis, if appropriate, for both MBEs and WBEs that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.
- Copies of timely solicitations and documentation that the Service Provider offered relevant plans, specifications, or other related materials to MBE and WBE firms on ESD's MWBE directory to participate in the work, with the responses.

The Service Provider is to offer sufficient advance notice proportional to the size and complexity of the contract to enable MBEs and WBEs to prepare an informed response to the solicitations for participation as a Subcontractor or supplier. The solicitations and responses are required to be documented in a log to be submitted in the case where the goal is not met. The log should consist of the list of MBE and WBE firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email) and the contact information, the contacts name and the outcome. If a bid was received, the bid price should also be included in the log. See a sample log entry below:

Date	M/WBE Type	Company	Scope of work	Contact Name	Phone/ Email	Solicitation Format	MWBE Response	Negotiation Required?	Selected? If not, Explain

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any bids received from non-MWBE firms should also be tracked on the log.

Submit the EPA 6100-3 and 6100-4 forms that are required as part of all bids or proposals. A properly completed EPA 6100-3 form is good indication of a contact to an MWBE and their response to the contact. If solicitations do not result in obtaining sufficient participation of MWBE firms due to non-responsiveness, please contact the MBO or EFC MWBE representative for support.

- Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. EFC recommends the use of the Contract Reporter that is free to all Service Providers - <https://www.nyscr.ny.gov/>. A log should be kept of the responses to the ads, similar to the log for MWBE firm solicitation and should include the non-MWBE firms that responded and the bid prices. Any negotiations should be documented in the log.
- Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work. Based on the NYS Disparity Study, there is a presumption of MBE and WBE statewide availability, unless information is submitted indicating otherwise.
- A written demonstration that the Service Provider offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements performed by the Service Provider on another SRF funded project.
- The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.
- Any other information or documentation that demonstrates the Service Provider conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, Prime Service Providers and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF funded projects
- The use of certified Disadvantaged Business Enterprises (DBE), Small Business Administration (SBA), and Veteran-Owned Small Businesses (VOSB) may be considered as a demonstration of Good Faith Efforts.

3. Subcontract Agreements

The Service Provider shall submit copies of all legally signed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution. These subcontracts and/or purchase orders must include the following information:

- a. Actual dollar amount of the subcontract;
- b. A job description of the work to be performed by the Subcontractor;
- c. Signatures of both parties;
- d. Date of execution;
- e. MWBE language (included in this bid packet); and
- f. A signed EEO Policy Statement Agreement (See Required Forms).

NOTE: Purchase orders must be sent with copies of both sides of cancelled checks.

4. Monthly Reports

The Service Provider must submit monthly MWBE payment reports supplemented with proof of payment to the MBO. Blank monthly report forms are available on EFC's website

or from the MBO. Monthly reports should be submitted to the MBO within 3 business days after the end of each month being reported.

As part of the Monthly Report, the Service Provider must provide documentation to the MBO that Subcontractors have been paid within 30 days of receipt of payment from the Recipient.

The final monthly payment report must reflect all Utilization Plan revisions and all change orders.

5. Other Service Provider Responsibilities

- a. Continue good faith efforts to seek opportunities for MBE and WBE participation even if proposed goals have been achieved. In addition, any revisions to an MWBE Utilization Plan must be documented in the next monthly report to the MBO for approval.
- b. Provide written notification to the MBO and EFC of any termination of an MBE or WBE Subcontractor. This should be reported as part of the revised MWBE Utilization Plan or in a monthly report.
- c. Provide timely and complete responses to inquiries from either the MBO or EFC staff as requested.
- d. Make all MWBE documents and records available upon request to EFC staff, the MBO, or their authorized representatives.
- e. Manage the project in a manner that creates meaningful opportunities for participation by MBEs and WBEs.
- f. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English provision), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.

Additional guidance and requirements pertaining to the preparation and submission of the MWBE Utilization Plans can be found in the Part 1: Required Contract Language.

NOTE: Failure by the Service Provider to receive acceptance of the MWBE Utilization Plan by the Recipient or EFC may result in withholding of progress payments. Such withholding of progress payments shall not relieve the Service Provider of any contract requirements including the completion of the project within the specified contract time.

E. SUBCONTRACTOR'S MWBE RESPONSIBILITIES

Subcontractors are those individuals or business enterprises that contract directly with Service Providers. Subcontractors should:

1. Maintain their MWBE certifications, and notify the Service Provider and MBO of any change in their certification status.
2. Notify the Prime Service Provider of any MWBE Subcontractors they hire so they may be included on the Prime's UP.
3. Respond promptly to solicitation requests by completing and submitting bid information in a timely manner.

4. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.
5. Complete and submit the EPA Form 6100-3 "DBE Subcontractor Performance Form" to the Service Provider prior to submission of the bid. Provide a receipt of EPA Form 6100-2 "DBE Subcontractor Participation Form" to the Service Provider prior to award of contract.
6. Ensure that a required EEO Policy Statement and a copy of this Bid Packet is included in each subcontract. Additionally, signed versions of each subcontract should be sent to the MBO within 30 days of execution.
7. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English provision), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. Share EEO utilization information with the Prime Service Provider.
8. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the Subcontractor is not employed as described in the MWBE Utilization Plan.
9. Perform the subcontracted scope of work in a professional and timely manner.

F. MWBE WAIVER REQUESTS

Each Service Provider is required to create meaningful opportunities for certified MWBE participation and to offer the MWBE certified firms a fair share of their work. After making good faith efforts to create meaningful opportunities, a Service Provider may find that it is not possible to meet the MWBE goals. In that case, the Service Provider shall request a waiver from the goals.

Even if an MWBE waiver is granted, EEO information must still be submitted. The EEO utilization information is submitted as part of the Monthly Report.

1. **Preparation:** The Service Provider shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the MBO along with adequate good faith effort documentation and a letter explaining why the waiver is necessary.
2. **Waiver Review:** The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities. A full or partial waiver from the MWBE goals can be requested.
3. **Specialty Equipment/Service Waiver:** A specialty equipment/service waiver may be granted in cases where:
 - a. equipment is made by only one non-MWBE manufacturer,
 - b. the technical specifications call for equipment that is not available through an MWBE supplier;
 - c. the equipment is constructed on site by specially trained non-MWBE labor;
 - d. the service is not available through an MWBE (such as work done by National Grid);
 - e. the service is proprietary in nature (such as use of certain computer software necessary for control systems); or
 - f. the service cannot be subcontracted (such as litigation services).

If the contract includes specialty equipment or services, and documentation is submitted demonstrating that there are no MBE/WBE firms capable of completing this portion of the contract, the specialty amount of the contract may be deducted from the total contract

amount to determine the MWBE Eligible Amount and the goals would be applied to the MWBE Eligible Amount. This determination is made at the discretion of the MBO and EFC.

Example:

\$200,000	-	\$50,000	=	\$150,000
(Contract)		(Specialty equipment/service)		(MWBE Eligible Amount)

The MWBE goal is applied to the remaining balance.

A request for this specialty equipment/service deduction can be completed by filling out section two of the MWBE Utilization Plan and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/ service is described and the cost of each item. For construction contracts, the schedule of values or bid tabulation sheet should also be submitted. Additional documentation may be requested by the MBO or EFC.

G. PROTESTS/COMPLAINTS

Subcontractors or Service Providers who have any concerns, issues, or complaints regarding the implementation of the SRF MWBE/EEO Program, or wish to protest should do so in writing to the project MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the Subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

H. WASTE, FRAUD AND ABUSE

Subcontractors, Contractors, Service Providers, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE & EEO Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the USEPA – Office of Inspector General Hotline at (888) 546-8740, the New York State Office of Inspector General at (800) 367-4448, or the ESD Compliance Office at (212) 803-3268.

I. REMEDIES

If a Recipient makes a determination that a Service Provider has been non-responsive, is non-responsible, or is in breach as a result of a failure to comply with the program requirements discussed in Part 1: Required Contract Language, Recipient may withhold funds under the contract or take such other actions, impose liquidated damages or commence enforcement proceedings.

If a Service Provider or Subcontractor fails to submit to Recipient an EEO policy statement within the required timeframe, Recipient may declare the contract to be null and void.

A failure to submit and/or adhere to an EEO policy statement and an MWBE Utilization Plan, and any other required reports, shall constitute a material breach of the terms of the contract between Service Provider and Recipient, and justify a finding of Service Provider non-responsiveness.

SECTION 3 RESTRICTIONS ON LOBBYING

*** (Applies to all contracts and subcontracts greater than \$100,000) ***

Each Service Provider and Subcontractor which has a contract with Recipient exceeding \$100,000 shall provide to the Recipient a completed Certification for Contracts, Grants, Loans, and Cooperative Agreements, 40CFR Part 34 (Lobbying Certification) form. The form provides a certification that the **Service Provider** or Subcontractor will not expend appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of

Congress or any employee of any Member of Congress in accordance with the provisions of 40 CFR Part 34, and to maintain such certification for their own records.

SECTION 4 AIS REQUIREMENTS

*** (Applies only to Equipment and Material Supplier contracts) ***

American Iron and Steel (AIS) requirements apply to any federally funded construction project:

- That is for the construction, alteration, maintenance, or repair of public water system or treatment works;
- Where an SRF-eligible entity executes a financial assistance agreement with the NYS Environmental Facilities Corporation (EFC) after January 17, 2014 for assistance through either the Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF), and
- That did not have the project plans and specifications submitted for review by a NYS agency on or before January 17, 2014 and approved by a NYS agency before April 15, 2014.

AIS requirements apply to the whole of the project, even if the project is only partially funded by SRF funds.

The following activities must be implemented by each Service Provider on an SRF funded project in order to maintain compliance with the AIS program. These contractual obligations are included in the contract language in Part 1: Required Contract Language and expanded upon below.

Note that the following information serves as a general summary of the AIS program. The Service Provider should refer to the EPA website and review the State Revolving Fund American Iron and Steel Requirement for further information on specific AIS requirements.

A. DEFINITIONS

It is required that all of the iron and steel products used in the project are produced in the United States. The term **"iron and steel products"** means the following products made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

Lined or unlined pipes or fittings
 Manhole Covers
 Municipal Castings (defined below);
 Hydrants
 Tanks
 Flanges
 Pipe clamps and restraints
 Valves
 Structural steel
 Reinforced precast concrete
 Construction materials (defined below)

For one of the listed products to be considered subject to the AIS requirement, it must be made of greater than 50% iron and steel, measured by material cost (with the exception of reinforced precast concrete products).

Municipal castings – cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches	Bollards
Ballast Screen	Cast Bases
Benches (Iron or Steel)	Cast Iron Hinged Hatches

Cast Iron Riser Rings
 Catch Basin Inlet
 Cleanout/Monument Boxes
 Construction Covers and Frames
 Curb and Corner Guards
 Curb Openings
 Detectable Warning Plates
 Downspout Shoes (Boot, Inlet)
 Drainage Grates, Frames and Curb
 Inlets
 Inlets
 Junction Boxes
 Lampposts

Manhole Covers, Rings and
 Frames, Risers
 Meter Boxes
 Service Boxes
 Steel Hinged Hatches
 Square and Rectangular
 Steel Riser Rings
 Trash receptacles
 Tree Grates
 Tree Guards
 Trench Grates
 Valve Boxes, Covers and Risers

Construction Materials – articles, materials, or supplies made primarily of iron and steel that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products:

Wire rod
 Bar
 Angle
 Concrete Reinforcing bar
 Wire
 Wire cloth
 Wire rope and Cables
 Tubing
 Framing
 Joists
 Trusses
 Fasteners (i.e., nuts and bolts)
 Welding rods
 Decking
 Grating
 Railings
 Stairs
 Access ramps
 Fire escapes
 Ladders
 Wall panels
 Dome structures
 Roofing
 Ductwork
 Surface drains
 Cable hanging systems
 Manhole steps
 Fencing and fence tubing
 Guardrails
 Doors
 Stationary screens

NOT Considered Construction Materials: Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials:

- Pumps
- Motors
- Gear reducers
- Drives (including variable frequency drives (VFDs))
- Electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators),
- Mixers
- Gates
- Motorized screens (such as traveling screens)
- Blowers/aeration equipment
- Compressors
- Meters
- Sensors
- Controls and switches
- SCADA
- Membrane bioreactor systems
- Membrane filtration systems
- Filters
- Clarifiers and clarifier mechanisms
- Rakes
- Grinders
- Disinfection systems
- Presses (including belt presses)
- Conveyors, cranes
- HVAC (excluding ductwork)
- Water heaters
- Heat exchangers
- Generators
- Cabinetry and housings (such as electrical boxes/enclosures)
- Lighting fixtures
- Electrical conduit
- Emergency life systems
- Metal office furniture
- Shelving
- Laboratory equipment
- Analytical instrumentation
- Dewatering equipment

B. MANUFACTURER'S AIS CERTIFICATION

Each Contractor shall provide to the Recipient an executed certification from the manufacturer of the product on the form provided in the forms section of this document, that the iron and steel products and/or materials used on this project are in full compliance with the American Iron and Steel requirements in accordance with the provisions of the Consolidated Appropriations Act, and to maintain such certification for their own records.

It is recommended that a step certification process is used, in which each handler (supplier, fabricator, manufacturer, processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin.

A certification typically includes:

- a. the name of the manufacturer
- b. the location of the manufacturing facility where the product or process took place (not its headquarters)
- c. a description of the product or item being delivered
- d. a signature by a manufacturer's responsible party

These certifications should be collected and maintained by Recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or Service Provider, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information.

C. CONTRACTOR'S AIS CERTIFICATION

Each Prime Construction Contractor, or material and equipment supplier, must complete a Contractor AIS Certification form and submit to the SRF Recipient as part of the conformed bid set. The certification states that all permanent iron and steel products used on the contract will be made in the United States and that documentation will be maintained at the project locations.

D. AIS WAIVER REQUESTS

The EPA is allowed to issue waivers from the AIS requirements when:

- The application of the AIS requirements would be inconsistent with the public interest;
- Iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or
- Inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

AIS waivers can be product-specific, project-specific, regional, or nationwide. Waiver requests can only be submitted by either EFC or DOH to EPA, and only EPA can approve an AIS waiver. If the Service Provider is considering requesting an AIS waiver, documentation as described in the EPA guidance should be developed and submitted to the EFC or DOH Project Engineer. See EFC's website for EPA guidance.

1. Waiver Documentation:

The Service Provider shall complete the waiver request to the Recipient along with adequate good faith effort documentation. Waiver requests should include the following information:

- a. Description of the foreign and domestic construction materials
- b. Unit of measure
- c. Quantity
- d. Price
- e. Time of delivery or availability
- f. Location of the construction project
- g. Name and address of the proposed supplier
- h. A detailed justification for the use of foreign construction materials

For **Cost Waiver Requests**, the Service Provider should compare the overall cost of the project with domestic iron and steel products to overall cost of the project with foreign iron and steel products. Relevant excerpts from the bid documents used by the Service Providers to complete the comparison, as well as supporting documentation indicating that the Service

Providers made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers may be used.

For **Availability Waiver Requests**, the request must include the following supporting documentation necessary to demonstrate the availability, quantity and/or quality of the materials for which the waiver is requested:

- a. Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials
- b. Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers
- c. Project schedule
- d. Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials

Availability Waiver Requests should include a statement from the prime Service Provider and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought.

2. Waiver Review:

The Recipient and EFC will review each waiver request based on the criteria presented above and the documentation submitted with the waiver request. EFC will submit waiver request directly to EPA for final approval of submission. Granting a waiver is a three-step process:

- a. Posting – After receiving an application for waiver of the AIS requirements, EPA will publish the request on its website for 15 days and receive informal comment.
- b. Evaluation – EPA will review the application to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver to make a determination.
- c. Determination – In the event that EPA finds that adequate documentation and justification has been submitted, the EPA may grant a waiver to the Recipient. The Recipient should keep a copy of the signed waiver in its project files.

E. DE MINIMIS WAIVER

The AIS de minimis waiver allows that incidental iron and steel components that are tracked in a certain manner are exempt from the AIS requirements. Items that can be subject to the de minimis waiver must be:

1. Essential, but incidental to the construction
2. Incorporated into the physical structure of the project. and
3. Often are low cost and procured in bulk.

Examples of items eligible for de minimis tracking include: washers, screws, nuts, bolts, fasteners, miscellaneous wire, corner bead, ancillary tubing, etc.

Examples of items that are NOT incidental and cannot be considered for de minimis tracking include: process fittings, tees, elbows, flanges, brackets, valves, sewer or water pipes for distribution, treatment or storage tanks, large structural support systems, etc.

To comply with the de minimis waiver, all items that are waived must meet the above criteria and must be 5% or less of the total cost of materials incorporated into the project. This can be measured on a project basis, or on a contract-by-contract basis, as long as the cost of the tracked de minimis iron and steel items is 5% or less of the total material cost of materials incorporated into the project.

Service Providers should prepare a record, in spreadsheet form, which tracks the cost of all materials incorporated into the project. This spreadsheet can be either project specific or contract specific. If contract specific, a material tracking record for each construction contract should be prepared and items that are subject to the AIS de minimis waiver highlighted. There should be a clear calculation available to indicate that the cost of the de minimis iron and steel items is 5% or less of the total cost of all materials.

F. INSPECTIONS

EFC or DOH can be expected to conduct occasional site inspections that will include a review of AIS documentation for the project. Items that will be reviewed during these inspections include:

1. AIS certifications from vendors, suppliers, or manufacturers;
2. Contract and subcontracts to verify that the AIS contractual language has been included; and
3. The lists of the incidental iron and steel project components that are claimed under the AIS de minimis waiver.

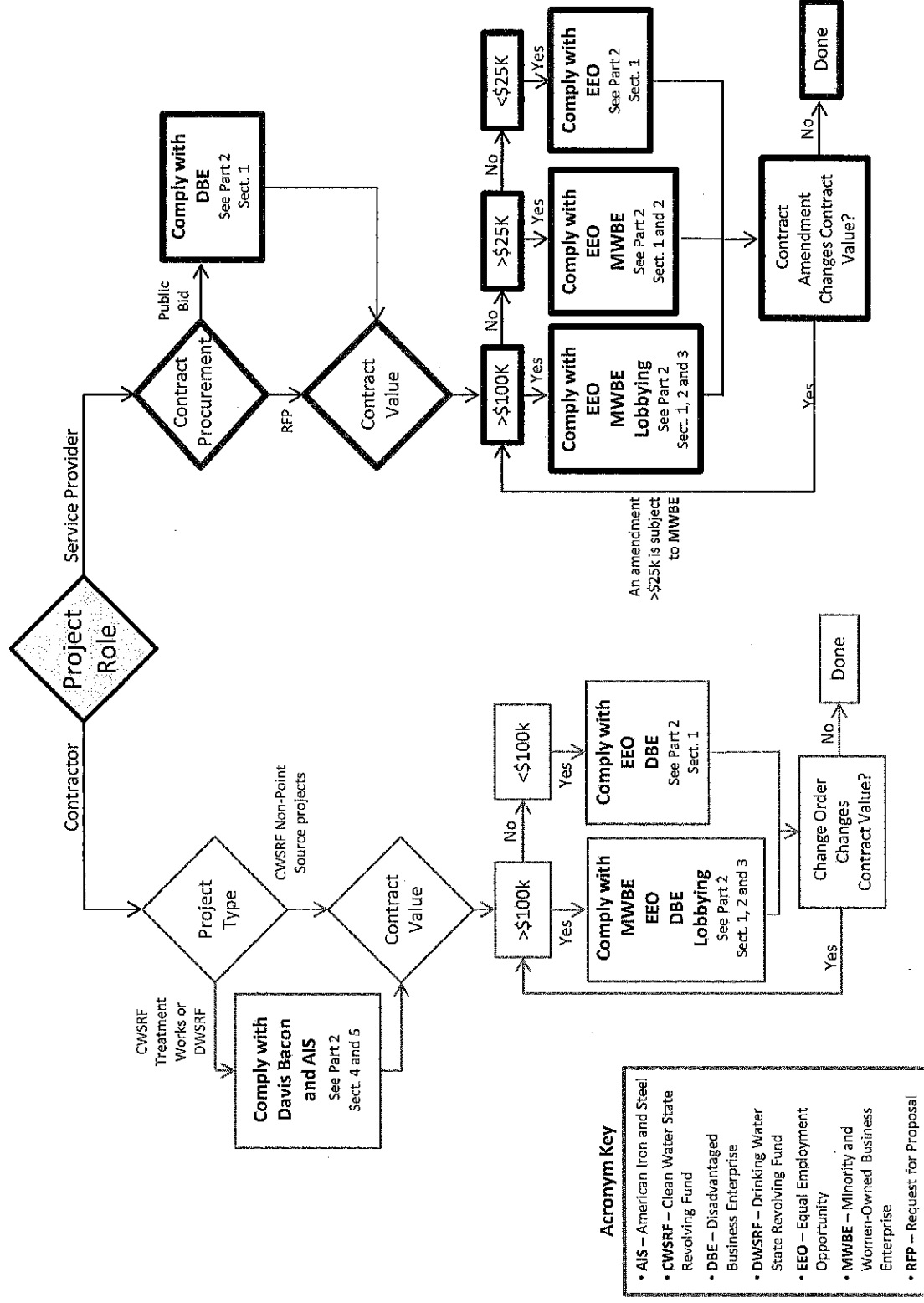
G. BEST PRACTICES

The following Best Practices are suggestions and recommendations for the Service Provider to remain in compliance with the AIS program. The EFC can be contacted directly with any questions regarding compliance.

1. The Service Provider should carefully review the plans and specifications prepared to identify iron and steel products (as defined previously in Section 5.A) used in each project and incorporate American-made iron and steel at the time of bid.
2. The Service Provider should acquire product certifications from all suppliers and manufacturers for iron and steel products verifying that the products used in the project are American-made. These certifications should be kept on file for the duration of the project and provided to the SRF Recipient.
3. The product/manufacture certifications should be submitted with each equipment/material submittal to the Recipient and/or Engineer. The Service Provider should retain all delivery slips, certifications and approved submittals in their file for the duration of the project.

SECTION 5

PROGRAM DECISION TREE



PART 3:

REQUIRED FORMS

FOR NON-CONSTRUCTION CONTRACTS

All required forms can be found on the EFC website (www.efc.ny.gov/MWBE)

To be submitted with this bid:

- ☐ *EEO Policy Statement
- ☐ Documented Proof that EPA Form 6100-2 "DBE Subcontractor Participation Form" was given to MWBE Subcontractors
- ☐ *EPA Form 6100-3 "DBE Subcontractor Performance Form"
- ☐ *EPA Form 6100-4 "DBE Subcontractor Utilization Form"
- ☐ *Lobbying Certification
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

Refer to Part 2:

Guidance Section

Section 1.B

Section 2.D

Section 2.D

Section 2.D

Section 3

To be submitted after contract award:

- ☐ MWBE Utilization Plan and/or Waiver Request
- ☐ EEO Workforce Utilization Report (part of MWBE Monthly Report Form)

Section 2.D.1

Section 1.C

Ongoing documentation & tasks:

- ☐ Submit Monthly MWBE Reports to MBO

Section 2.D.4

Text Left Blank

**AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT REQUIREMENTS
NEW YORK STATE REVOLVING FUND (SRF)**

I, _____, am the authorized representative of _____.

Name of Representative

Name of Contractor/Service Provider

I hereby certify that _____ will abide by the equal employment
Name of Contractor/Service Provider
opportunity (EEO) policy statement provisions outlined below.

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to 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, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

Text Left Blank

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

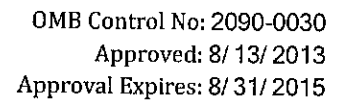
An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Please use the space below to report any concerns regarding the above EPA-funded project:

[illegible]

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____	Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown
--	--

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	___ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**CERTIFICATION
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR 34**

SRF Project No.: _____

The undersigned each certify, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Name: _____
Title: _____
Date: _____

Contract ID: _____

Text Left Blank

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form

(Revised 09/2014)

The following instructions will help you complete the Utilization Plan / Waiver Request and EEO Staffing Plan Forms for the New York State Environmental Facilities Corporation (EFC) Clean & Drinking Water State Revolving Fund (CWSRF/DWSRF) program.

Instructions for Contractors & Service Providers:

You are responsible for completing sections 2, 3, & 4. **Submit the completed form to the SRF Recipient's designated Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. Copies of all forms & guidance documents are found on the MWBE webpage at <http://www.efc.ny.gov/mwbe>. All requirements described in EFC's Bid Packet must be followed. If the contract is performed under an MWBE Joint Venture or Teaming Arrangement, please fill out the additional form Joint Venture & Teaming Arrangement Form. If more than 10 subcontractors are used, additional pages for Section 3 can be found in the form Additional Utilization Plan Section 3. After signing, please send **the Word version by email** to the MBO.

The appropriate EEO goals specific to each County can be found on EFC's website. MWBE firms must be certified by the NYS Empire State Development (ESD) to be used for goal crediting purposes. Please refer to the Good Faith Effort Documentation webinar on EFC's MWBE website for guidance on searching ESD's directory.

If you require additional assistance, please contact your designated Minority Business Officer (MBO).

Instructions for Minority Business Officers (MBO):

It is EFC's intention that this form be filled out & signed electronically by both the MBO and their Authorized Representative (if applicable) by checking the boxes indicated in Section 1.

After reviewing and signing the utilization plan, please send **the Word version by email to your MWBE Representative**

When sending the email, please use a subject heading that follows the format "UP/Waiver Request, SRF Number, Contractor". NYSEFC will review and send the MBO an accepted copy of the utilization plan by email. Please retain the Word version of this document even after receiving the accepted copy as it can be modified for easy submittal of revised utilization plans.

Please ensure that the following procedures are also followed:

1. That legally signed and executed MWBE subcontracts and purchase orders are obtained from the prime contractor, contain the appropriate bid packet, and are maintained in the MBO files for review and/or inspection by EFC.
2. That documentation of proof of payments to MWBE subcontractors is obtained from the prime contractor and maintained in the MBO files for review and/or inspection by the EFC.
3. That monthly reports from prime contractors are collected and stored in the MBO files and used by the MBO or authorized representative to compile, sign and submit the quarterly report(s) to EFC.
4. That any changes in this utilization plan, including the addition or replacement of subcontractors, require written or electronic notification of the revision(s) be submitted to EFC.
5. That any contract cost increases due to change orders or amendments are reflected on quarterly reports or a revised utilization plan if over the threshold dollar amount of \$25,000.

To ensure continued compliance with the MWBE/EEO programs, all requirements described in NYSEFC's guidance document for MBOs must be followed. For more information on the roles and responsibilities of the MBO please contact EFC's MWBE Unit at 518.402.7433 or by e-mail at mwbe@efc.ny.gov.

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:	County:		
SRF Project No.:	GIGP/EPG No.:	Contract ID:	Registration No. (NYC only):
Minority Business Officer:	Email:	Phone #:	
Address of MBO:			
Signature of MBO: (Required even if Authorized Rep. is filled out)			
<input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			
<i>Complete if applicable: MBO may authorize representative to complete & submit quarterly payment reports.</i>			
Authorized Representative:	Title:	Date:	
Authorized Rep. Company:	Email:	Phone #:	
Electronic Signature of Authorized Rep.:			
<input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
If contract is performed through an MWBE Joint Venture or Teaming Arrangement please submit the additional form found at www.efc.ny.gov/mwbe			
Firm Name:	Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services		
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other:			
Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.			
Address:	Phone #:	Fed. Employer ID #:	
Description of Work:			
Award Date:	Start Date:	Completion Date:	
Total Contract Amount: \$			
MWBE Eligible Contract Amount: \$			
(MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			
	MWBE GOAL Total	PROPOSED MWBE Participation	
	MBE: % \$	MBE: % \$	
	WBE: % \$	WBE: % \$	
	Total: % \$	Total: % \$	
If waivers are requested, documentation must be attached: <input type="checkbox"/> Full Waiver (No Participation) <input type="checkbox"/> Partial Waiver (Short of the MWBE Goal)			
<input type="checkbox"/> Specialty Equipment/Services Waiver (must be of SIGNIFICANT cost - list of equipment and cost & good faith effort documentation must be attached)			
Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.			
Name (Please Type):	Date:		

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 3: UTILIZATION PLAN					
This Submittal is:		<input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #: 		For EFC Use:	
		NYS Certified MWBE Contractor & Subcontractor Info (MBO to check certifications)		Contract Amount:	
				MBE (\$)	WBE (\$)
Name:	Fed. Employer ID#:				
Address:	Phone #:				
Scope of Work:	Email:				
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:				
Full Contract Amount: \$	Completion Date:				
Name:	Fed. Employer ID#:				
Address:	Phone #:				
Scope of Work:	Email:				
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:				
Full Contract Amount: \$	Completion Date:				
Name:	Fed. Employer ID#:				
Address:	Phone #:				
Scope of Work:	Email:				
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:				
Full Contract Amount: \$	Completion Date:				
Name:	Fed. Employer ID#:				
Address:	Phone #:				
Scope of Work:	Email:				
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:				
Full Contract Amount: \$	Completion Date:				
Name:	Fed. Employer ID#:				
Address:	Phone #:				
Scope of Work:	Email:				
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:				
Full Contract Amount: \$	Completion Date:				

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 4: EEO STAFFING PLAN (Service Providers Only - Instructions on the following page)

Municipality:	County:	SRF Project No.:	Contract ID:
Service Provider Name:		Date:	

Report Includes – Please select one from the options below:

- ☐ Workforce utilized on this contract
☐ Contractor/subcontractor's total workforce
- Reporting Entity – Please select one from the options below:**
☐ Prime Service Provider
☐ Subcontractor

Job Categories	Hispanic/ Latino		Not Hispanic or Latino											
			Male						Female					
	Male	Female	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races
Senior Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mid-Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Journeypersons														
Apprentices														
Trainees														

Electronic Signature of Service Provider: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.
Name (Please Type): _____ **Date:** _____

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form

(Revised 09/2014)

INSTRUCTIONS

General Instructions: All Service Providers (including legal, engineering, financial advisory or other professional services, and labor) and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the MWBE Utilization Plan no later than the date of execution of the contract. Where the work force to be utilized in the performance of the contract **can** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form *only for the anticipated work force to be utilized on the contract*. Where the work force to be utilized in the performance of the contract **cannot** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form for the contractor's or subcontractors' *total work force*.

RACE/ETHNIC IDENTIFICATION: Definitions of race and ethnicity for purposes of completion of this form are as follows:

- **Hispanic or Latino** - A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- **White** - A person having origins of Europe, the Middle East, or North Africa.
- **Black or African-American** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- **American Indian or Alaska Native** - A person having origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment.
- **Two or More Races** - All persons who identify with more than one of the above (Non-Hispanic or Latino) five races.

DESCRIPTION OF JOB CATEGORIES

The major job categories used in EEO Staffing Plan are listed below.

Senior Level Officials and Managers - Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.

Mid-Level Officials and Managers - Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations

Professionals - Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.

Technicians - Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.

Sales Workers - These jobs include non-managerial activities that wholly and primarily involve direct sales.

Administrative Support Workers - These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.

Skilled Craftsmen - Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters

Operatives Semi-Skilled - Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers;

Laborers & Helpers - Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment.

Service Workers - Jobs in this category include food service, cleaning service, personal service, and protective service activities.

Text Left Blank

CONTRACTOR'S Minority & Women Owned Business Enterprise (MWBE) Monthly Report & EEO Workforce Utilization Report

Instructions:

- Contractors are to complete the report in Word version and email to the SRF Recipient Minority Business Officer (MBO) on a monthly basis.
- If you require additional pages, you may find them in the Forms Folder of the MWBE web page.
- All MWBE Subcontractors for this contract **MUST** be listed in the form regardless of whether they were paid this month.
- Please save Report as "MReport – (Project No.) – (Municipality) – (Firm Name) – (Date)" and send the Word version of this document.
- Proofs of payment in the amounts shown below must be kept in the MBO files for review.

Municipality:		County:		Contract ID:		Month:		Year:	
SRF Project No.:		GIGP No.:		Registration No.:					
Prime Contractor/Service Provider:				Award Date:		Start Date:		Completion Date:	
Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. Date:									
Prime Contract Amt:		MWBE Eligible Amt: \$		EEO MWBE Goals		Total Paid to Prime			
Revised Contract Amt:		(Goals are applied to this amount and includes eligible change orders, amendments & waivers)		MBE: % WBE: % Total: %		MBE Amt: \$ WBE Amt: \$ Total Amt: \$		Total Paid this Month: \$ Total Paid to Date: \$	
NYS Certified M/WBE Contractor & Subcontractor		Please Specify Any Revisions this Month.		Subcontractor Total Amount		Payments this Month		Total Payments Made to Date	
Name:				Original		Revised		Previous Payments	
Fed. Employer ID#: <input type="checkbox"/> NEW Subcontractor Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED							
Name:				Original		Revised		Previous Payments	
Fed. Employer ID#: <input type="checkbox"/> NEW Subcontractor Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED							
Name:				Original		Revised		Previous Payments	
Fed. Employer ID#: <input type="checkbox"/> NEW Subcontractor Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED							
Name:				Original		Revised		Previous Payments	
Fed. Employer ID#: <input type="checkbox"/> NEW Subcontractor Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED							

CONTRACTOR'S Minority & Women Owned Business Enterprise (MWBE) Monthly Report & EEO Workforce Utilization Report

NYS Certified M/WBE Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Contract Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED			10/1/2017		
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED			10/1/2017		
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED			10/1/2017		
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED			10/1/2017		
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED			10/1/2017		
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED			10/1/2017		
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED			10/1/2017		
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED			10/1/2017		
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED			10/1/2017		

CONTRACTOR'S Minority & Women Owned Business Enterprise (MWBE) Monthly Report & EEO Workforce Utilization Report

NYS Certified MWBE Contractor & Subcontractor	Please Specify Any Revisions this Month	Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: _____ Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: _____	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Additional Pages can be found at www.nysefc.org Please explain any revisions:		TOTAL				

EQUAL EMPLOYMENT OPPORTUNITY (EEO) – WORKFORCE UTILIZATION REPORT (Revised 3/2012)

(Instruction on following page)

Municipality:	County:	SRF Project No.:	Contract ID:
Contractor/Service Provider:		Date:	

Report Includes – Please select one from the options below:

- ☐ Construction Contracts - Report the hours of contractor's and ALL subcontractor's employees who worked on contract activities during the month
- ☐ Service Provider Contracts - Report the Actual Contractor/subcontractor's workforce (# of personnel) utilized on this contract.

Job Categories	Hispanic/ Latino		Non-Hispanic / Latino												
	Male	Female	Male						Female						
			White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races	
Senior Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mid-Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Journeypersons															
Apprentices															
Trainees															

Service Provider Contracts Only: ☐ There are no changes to the workforce utilized on this contract since the last EEO Workforce Utilization Report

Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

Name (Please Type):

Date:

EQUAL EMPLOYMENT OPPORTUNITY (EEO) – WORKFORCE UTILIZATION REPORT (Revised 3/2012)

INSTRUCTIONS

General Instructions: All Contractors and each subcontractor identified in the approved MWBE Utilization Plan must complete an EEO Workforce Utilization Report and submit it with the MWBE Quarterly Reports.

Construction Contracts: Report the hours of contractor's and ALL subcontractors' employees who worked on contract activities for each month.

Non-Construction Contracts: Where the work force to be utilized in the performance of the contract can be separated out from the contractor's or subcontractors' total workforce, the contractors shall *complete this form only for the actual work force utilized on the contract*. Where the workforce utilized in the performance of the contract cannot be separated out from the contractor's or subcontractors' total workforce, the contractors shall *complete this form for the contractor's or subcontractors' total workforce*.

RACE/ETHNIC IDENTIFICATION: Definitions of race and ethnicity for purposes of completion of this form are as follows:

- **Hispanic or Latino** - A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- **White** - A person having origins of Europe, the Middle East, or North Africa.
- **Black or African-American** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- **American Indian or Alaska Native** - Origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment
- **Two or More Races** - All persons who identify with more than one of the above five races.

DESCRIPTION OF JOB CATEGORIES

The major job categories used in EEO Workforce Utilization Report are listed below.

Senior Level Officials and Managers - Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.

Mid-Level Officials and Managers - Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations

Professionals - Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.

Technicians - Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.

Sales Workers - These jobs include non-managerial activities that wholly and primarily involve direct sales.

Administrative Support Workers - These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.

Skilled Craftsmen - Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters

Operatives Semi-Skilled - Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers;

Laborers & Helpers - Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment.

Service Workers - Jobs in this category include food service, cleaning service, personal service, and protective service activities.

REQUEST TO INITIATE

RTI Number

16-0221

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ☒ RFP☐ RFBC☐ In-House or Requirements Work OrderProject Title: Bay Park STP Outfall/Effluent Diversion -- Sunrise Hwy Aqueduct Investigation & AssessmentDepartment: Public Works Project Manager: Damon W. Urso Date: May 31, 2016Service Requested: Investigation, assessment and inspection of current physical condition of existing pipe.

Justification: Based upon likely more restrictive discharge permit limits, options are being explored for the relocation of the Bay Park STP effluent discharge (ie. outfall). An option being considered is for the existing Cedar Creek WPCP ocean outfall to be shared/used by both plants for the discharge of treated effluent. A means and path for pumping the Bay Park STP treated effluent to the Cedar Creek WPCP may include use of the existing Sunrise Highway Aqueduct, depending upon its condition.

Requested by: Department of Public Works / Water & Wastewater Engineering Unit Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment): \$ 500,000

Circle appropriate phase

Total Project Cost: \$350,000,000

Includes, design, construction and CM

Date Start Work: August 2016

Phase being requested

Duration: Four (4) months

Phase being requested

Capital Funding Approval: YES ☒ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):

See Attached Sheet if multiyear ☐

NIFS Entered:

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code:

use this on all encumbrances

Timesheet Code:

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation

Department Head Approval:

YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval:

YES ☐ NO ☐

SIGNATURE

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

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1.			
2.			
3.			
4.			

DCE/Ops Approval:

YES

NO

Signature

Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: July 29, 2016

SUBJECT: Proposed Personal Service Agreement with AECOM
Bay Park STP Ocean Outfall/Sunrise Hwy Aqueduct Investigation
RFP No. PW-S3B116-03G
Project ID No. 3B116-03

This Department proposes to enter into a personal services agreement with the firm of AECOM for the assessment and investigation of the condition of the existing Sunrise Highway Aqueduct as a potential component of the Bay Park STP ocean outfall/effluent diversion project.

Firms were requested to submit technical and cost proposals in accordance with the Department's Request for Proposals (RFP) dated June 10, 2016. The RFP was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RFP was posted on the County's website and advertised in *Newsday*.

Two (2) technical and cost proposals were received on July 1, 2016, in response to this RFP. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were opened. The results of the technical evaluation are as follows:

Firm Name	Technical Rank	Technical Rating	Proposed Cost	Total Fee with Contingency
AECOM	1	92.0	\$2,393,000.00	\$3,110,900.00
CH2M	2	83.3	\$2,463,175.00	\$3,202,128.00

The initial cost proposal of \$2,520,000 submitted by AECOM was higher than anticipated for the scope of services; it was believed that clarification as to the basis for their proposed cost was necessary. A discussion was held with representatives of AECOM to discuss their cost proposal, the scope of services, and the anticipated project scope. After discussion, AECOM submitted a revised cost proposal of \$2,393,000.00 (\$3,110,900.00 with contingency) for this project.

In our professional judgment, the proposal submitted by AECOM, having received the highest technical ranking and proposing the lowest cost represents the best value to the County. As such, it is the Department's recommendation that AECOM be retained for the assessment and investigation of the condition of the existing Sunrise Highway Aqueduct.

Funding for these services are available under Capital Project No. 3B116. It is expected that the cost of these services will be eligible for reimbursement through the New York State Environmental Facilities Corporation (NYSEFC) Storm Mitigation Loan Program (SMLP). The program provides funding in the form of a twenty-five percent (25%) grant and seventy-five percent (75%) zero interest loan.



Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

July 29, 2016

Page 2

Subject: Proposed Personal Service Agreement with AECOM
Bay Park STP Ocean Outfall/Sunrise Hwy Aqueduct Investigation
RFP No. PW-S3B116-03G
Project ID No. 3B116-03

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

Please signify below if you approve or disapprove of our recommendation, after which we will implement the next appropriate Departmental procedure(s).



Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:JLD:cs

c: Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit ✓
Damon W. Urso, Sanitary Engineer III

APPROVED:

DISAPPROVED:



Richard R. Walker
Chief Deputy County Executive

7/28/2016
Date

Richard R. Walker
Chief Deputy County Executive

Date

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: September 13, 2016

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract No: S3B116-03B

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
Bay Park STP Outfall/Sunrise Highway Aqueduct Investigation
2. The work involves the following:
Inspection of the existing steel aqueduct located beneath Sunrise Highway. The internal inspection will be both visual and structural (core samples of the pipe for analysis).
3. An estimate of the cost is: \$ 3,000,000.00
4. An estimate of the duration is: Four (4) months

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

Kenneth G. Arnold
Assistant to Commissioner

KGA:JLD:cs

c: Allison Hertling, Deputy Director, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Loretta V. Dionisio, Hydrogeologist II



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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Paul Storella Vice President

Name and Title of Authorized Representative

m/d/yy

Signature

Date

AECOM USA, Inc.

Name of Organization

605 Third Avenue, 27th Floor New York, NY 10158

Address of Organization



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2016

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: LosAngeles.CertRequest@Marsh.Com 06510 -STND-GAUE-16-17 NewYor GLPL 08 2020		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: N/A INSURER C: Illinois Union Insurance Co INSURER D: INSURER E: INSURER F:		FAX (A/C, No): NAIC # 16535 N/A 27960
INSURED AECOM AECOM USA, Inc. 605 Third Avenue, 27th Floor New York, NY 10158				

COVERAGES **CERTIFICATE NUMBER:** LOS-002013678-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO 5965891 08	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.		EON G21654693 "CLAIMS MADE"	04/01/2016	04/01/2017	Per Claim/Agg 4,000,000 Defense Included

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

Re: Contract: Nassau County Department of Public Works, BP STP Ocean Outfall/Sunrise Hwy Aqueduct Investigation; S3B116-03B

Nassau County is named as additional insured for GL coverage, but only as respects work performed by or on behalf of the named insured.

CERTIFICATE HOLDER

County of Nassau Department of Public Works Attn: Shila Shah-Gavmoudias, P.E., Commissioner 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 of Marsh Risk & Insurance Services James L. Vogel
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.



**Workers'
Compensation
Board**

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

1a. Legal Name & Address of Insured (use street address only) AECOM USA, Inc. 605 Third Avenue, 27th Floor New York, NY 10158 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i> S3B116-03B	1b. Business Telephone Number of Insured 212-973-2900 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 13-5511947
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau Department of Public Works Attn: Shila Shah-Gavnoudias, P.E., Commissioner 1194 Prospect Avenue Westbury, NY 11590 durso@nassaycountyny.gov	3a. Name of Insurance Carrier Insurance Company of the State of PA 3b. Policy Number of Entity Listed in Box "1a" 014268026 3c. Policy effective period 01/01/2016 to 01/01/2017 3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.

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".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

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:

Jeff Richardi
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

[Signature] 8-17-2016
(Signature) (Date)

Title:

Field Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier:

415-836 2779

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.

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form

(Revised 09/2014)

AECOM USA, Inc. The following instructions will help you complete the Utilization Plan / Waiver Request and EEO Staffing Plan Forms for the New York State Environmental Facilities Corporation (EFC) Clean & Drinking Water State Revolving Fund (CWSRF/DWSRF) program.

Instructions for Contractors & Service Providers:

You are responsible for completing sections 2, 3, & 4. **Submit the completed form to the SRF Recipient's designated Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. Copies of all forms & guidance documents are found on the MWBE webpage at <http://www.efc.ny.gov/mwbe>. All requirements described in EFC's Bid Packet must be followed. If the contract is performed under an MWBE Joint Venture or Teaming Arrangement, please fill out the additional form Joint Venture & Teaming Arrangement Form. If more than 10 subcontractors are used, additional pages for Section 3 can be found in the form Additional Utilization Plan Section 3. After signing, please send the **Word version by email** to the MBO.

The appropriate EEO goals specific to each County can be found on EFC's website. MWBE firms must be certified by the NYS Empire State Development (ESD) to be used for goal crediting purposes. Please refer to the Good Faith Effort Documentation webinar on EFC's MWBE website for guidance on searching ESD's directory. If you require additional assistance, please contact your designated Minority Business Officer (MBO).

Instructions for Minority Business Officers (MBO):

It is EFC's intention that this form be filled out & signed electronically by both the MBO and their Authorized Representative (if applicable) by checking the boxes indicated in Section 1.

After reviewing and signing the utilization plan, please send the **Word version by email to your MWBE Representative**

When sending the email, please use a subject heading that follows the format "UP/Waiver Request, SRF Number, Contractor". NYSEFC will review and send the MBO an accepted copy of the utilization plan by email. Please retain the Word version of this document even after receiving the accepted copy as it can be modified for easy submittal of revised utilization plans.

Please ensure that the following procedures are also followed:

1. That legally signed and executed MWBE subcontracts and purchase orders are obtained from the prime contractor, contain the appropriate bid packet, and are maintained in the MBO files for review and/or inspection by EFC.
2. That documentation of proof of payments to MWBE subcontractors is obtained from the prime contractor and maintained in the MBO files for review and/or inspection by the EFC.
3. That monthly reports from prime contractors are collected and stored in the MBO files and used by the MBO or authorized representative to compile, sign and submit the quarterly report(s) to EFC.
4. That any changes in this utilization plan, including the addition or replacement of subcontractors, require written or electronic notification of the revision(s) be submitted to EFC.
5. That any contract cost increases due to change orders or amendments are reflected on quarterly reports or a revised utilization plan if over the threshold dollar amount of \$25,000.

To ensure continued compliance with the MWBE/EEO programs, all requirements described in NYSEFC's guidance document for MBOs must be followed. For more information on the roles and responsibilities of the MBO please contact EFC's MWBE Unit at 518.402.7433 or by e-mail at mwbe@efc.ny.gov.

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 1: MUNICIPAL INFORMATION

Recipient/Municipality:		County:	
SRF Project No.:	GIGP/EPG No.:	Contract ID:	Registration No. (NYC only):
Minority Business Officer:		Email:	Phone #:
Address of MBO:			
Signature of MBO: (Required even if Authorized Rep. is filled out) <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			
Date:			
Complete if applicable: MBO may authorize representative to complete & submit quarterly payment reports.			
Authorized Representative:		Title:	
Authorized Rep. Company:		Email:	Phone #:
Electronic Signature of Authorized Rep.: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			
Date:			

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION

If contract is performed through an MWBE Joint Venture or Teaming Arrangement please submit the additional form found at www.efc.ny.gov/mwbe			
Firm Name: AECOM USA, Inc.		Contract Type: <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.			
Address: 605 Third Avenue, 27th Floor New York, NY 10158		Phone #: 212-984-7311 Fed. Employer ID #: 13-5511947	
Description of Work: Sunrise Highway Aqueduct Investigation and Assessment			
Award Date: NA	Start Date: NA	Completion Date: NA	
Total Contract Amount: \$ 2,393,000.00		MWBE GOAL Total	
MWBE Eligible Contract Amount: \$ 2,393,000.00		MBE: % \$	PROPOSED MWBE Participation
(MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)		WBE: % \$	MBE: % \$
		Total: 20% \$ 478,600	WBE: % \$
		Total: 19% \$ 450,148	
If waivers are requested, documentation must be attached: <input type="checkbox"/> Full Waiver (No Participation) <input type="checkbox"/> Partial Waiver (Short of the MWBE Goal)			
<input type="checkbox"/> Specialty Equipment/Services Waiver (must be of SIGNIFICANT cost - list of equipment and cost & good faith effort documentation must be attached)			
Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.			
Name (Please Type):			Date:

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 3: UTILIZATION PLAN				
This Submittal is: <input checked="" type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:				
NYS Certified MWBE Contractor & Subcontractor Info (MBO to check certifications)		Contract Amount:		For EFC Use:
		MBE (\$)	WBE (\$)	
Name: HASA Construction LLC				
Address: 70-31 84th Street, Glendale, NY 11385				
Scope of Work: Traffic Control and Lighting				
Select Only One: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:				
Full Contract Amount: \$ 350,896.00		350,896.00		
Name: SIMCO Engineering, PC				
Address: 80 Maiden Lane, Suite 501, New York, NY 10038				
Scope of Work: Traffic Management Plan				
Select Only One: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:				
Full Contract Amount: \$ 99,252.00		99,252.00		
Name:				
Address:				
Scope of Work:				
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:				
Full Contract Amount: \$				
Name:				
Address:				
Scope of Work:				
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:				
Full Contract Amount: \$				
Name:				
Address:				
Scope of Work:				
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:				
Full Contract Amount: \$				

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

NYS Certified M/WBE Contractor & Subcontractor Info (MBO to check certifications)				Contract Amount:		For EFC Use:
				MBE (\$)	WBE (\$)	
Name:	Fed. Employer ID#:					
Address:	Phone #:					
Scope of Work:	Email:					
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:					
Full Contract Amount: \$	Completion Date:					
Name:	Fed. Employer ID#:					
Address:	Phone #:					
Scope of Work:	Email:					
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:					
Full Contract Amount: \$	Completion Date:					
Name:	Fed. Employer ID#:					
Address:	Phone #:					
Scope of Work:	Email:					
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:					
Full Contract Amount: \$	Completion Date:					
Name:	Fed. Employer ID#:					
Address:	Phone #:					
Scope of Work:	Email:					
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:					
Full Contract Amount: \$	Completion Date:					
Name:	Fed. Employer ID#:					
Address:	Phone #:					
Scope of Work:	Email:					
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:					
Full Contract Amount: \$	Completion Date:					

Additional Pages can be found under MWBE Materials at www.efc.ny.gov/mwbe

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 4: EEO STAFFING PLAN (Service Providers Only - Instructions on the following page)

Municipality: Department of Public Works	County: Nassau	SRF Project No.:	Contract ID: S3B116-03B
Service Provider Name: AECOM USA, Inc.		Date: 8/19/16	

Report Includes – Please select one from the options below:

☐ Workforce utilized on this contract

☐ Contractor/subcontractor's total workforce

Reporting Entity – Please select one from the options below:

☒ Prime Service Provider

☐ Subcontractor

Job Categories	Hispanic/Latino		Not Hispanic or Latino					
			Male			Female		
	Male	Female	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races
Senior Level Officials/Managers	0	0	4	0	0	0	0	0
Mid-Level Officials/Managers	12	2	357	12	0	45	0	12
Professionals	33	24	410	30	1	138	1	8
Technicians	27	10	95	16	0	26	0	1
Sales Workers	0	0	0	0	0	0	0	0
Administrative Support Workers	6	27	15	7	0	4	0	1
Skilled Craftsmen	0	0	1	0	0	0	0	0
Operatives Semi-Skilled	0	0	5	0	0	0	0	0
Laborers & Helpers	0	0	4	1	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0
TOTAL	78	63	886	56	1	213	1	22
Journeypersons	0	0	0	0	0	0	0	0
Apprentices	0	0	0	0	0	0	0	0
Trainees	0	0	0	0	0	0	0	0

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

Job Categories	Hispanic/Latino		Not Hispanic or Latino											
			Male				Female							
	Male	Female	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races
Electronic Signature of Service Provider: <input checked="" type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge. Name (Please Type): Alan Wadman														
Date: 8/22/16														

0

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form

(Revised 09/2014)

INSTRUCTIONS

General Instructions: All Service Providers (including legal, engineering, financial advisory or other professional services, and labor) and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the MWBE Utilization Plan no later than the date of execution of the contract. Where the work force to be utilized in the performance of the contract **can** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form *only for the anticipated work force to be utilized on the contract*. Where the work force to be utilized in the performance of the contract **cannot** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form for the contractor's or subcontractors' *total work force*.

RACE/ETHNIC IDENTIFICATION: Definitions of race and ethnicity for purposes of completion of this form are as follows:

- **Hispanic or Latino** - A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- **White** - A person having origins of Europe, the Middle East, or North Africa.
- **Black or African-American** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander**- A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- **American Indian or Alaska Native** - A person having origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment.
- **Two or More Races** - All persons who identify with more than one of the above (Non-Hispanic or Latino) five races.

DESCRIPTION OF JOB CATEGORIES

The major job categories used in EEO Staffing Plan are listed below.

Senior Level Officials and Managers - Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.

Mid-Level Officials and Managers - Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations

Professionals - Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.

Technicians - Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.

Sales Workers - These jobs include non-managerial activities that wholly and primarily involve direct sales.

Administrative Support Workers - These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.

Skilled Craftsmen - Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters

Operatives Semi-Skilled - Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers;

Laborers & Helpers - Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment.

Service Workers - Jobs in this category include food service, cleaning service, personal service, and protective service activities.

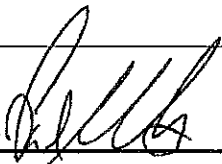
**AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT REQUIREMENTS
NEW YORK STATE REVOLVING FUND (SRF)**

I, Paul F. Storella, am the authorized representative of AECOM USA, Inc..
Name of Representative Name of Contractor Service Provider
I hereby certify that AECOM USA, Inc. will abide by the equal employment
Name of Contractor Service Provider
opportunity (EEO) policy statement provisions outlined below.

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to 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, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X 

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

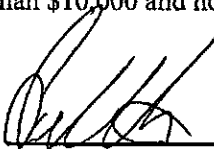
**CERTIFICATION
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR 34**

SRF Project No.: _____

The undersigned each certify, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: 
Name: Paul F. Storella
Title: Vice President
Date: June 30, 2016

Contract ID: PW-S3B116-03B