

Contract ID#: S3P311-08C



CFPW16000058

Department: Public Works

**CF (Capital)****Contract Details**

SERVICE: Detailed Design Services

NIFS ID #: CFPW16000058

NIFS Entry Date: 12/15/16 Term: from Execution to 12/1/2020

**CF** E-7-17  
 E-7-17

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

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

**Agency Information**

Vendor	
Name D&B Engineers and Architects, P.C.	Vendor ID# 11-2393559
Address 330 Crossways Park Drive Woodbury, NY 11797	Contact Person Steven A. Fangmann, P.E.
	Phone (516) 364-9890

County Department
Department Contact Thomas A. Immerso
Address 3340 Merrick Rd. Wantagh, NY 11793
Phone (516) 571-7536

**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"/>	12/19/16	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	12/21/16	[Signature]	
12/23/16	OMB	NIFS Approval <input checked="" type="checkbox"/>	12/23/16	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
12/26	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/27/16	[Signature]	
12/27	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/27/16	[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"/>	12/27/16	[Signature]	
	Comptroller	NIFS Approval <input type="checkbox"/>			
1/3/17	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	1/3/17		



## Contract Summary

<b>Description:</b> Pump Station Mitigation – East Ave. conversion from ejector station to dry pit submersible pump station with ancillary repairs.
<b>Purpose:</b> Professional detailed design services regarding repairs/replacements resulting from Hurricane Sandy as well as requirements for Code/OSHA compliance items and flood mitigation measures.
<b>Method of Procurement:</b> Qualification-based selection procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.
<b>Procurement History:</b> An 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> . Proposals were received from two (2) firms on August 12, 2016. The technical proposals were evaluated by professionals from within the Department of Public Works. Following the review, a technical ranking was established and the cost proposals were reviewed. The proposal submitted by D&B Engineers and Architects, P.C., being fractionally lower than the highest technical rating, yet at a lower, reasonable cost, represents the best value to the County.
<b>Description of General Provisions:</b> The Firm will prepare detailed design documents (plans and specifications) suitable for public bidding purposes. The Firm will also provide construction phase design services (shop drawing review, proposed substitution review, etc.).
<b>Impact on Funding / Price Analysis:</b> Funding for these services will be from Capital Project No. 3P311. It is expected that the full cost of these services will be eligible for reimbursement by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
<b>Change in Contract from Prior Procurement:</b> N/A.
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	3P
Resp:	311
Object:	
Transaction:	

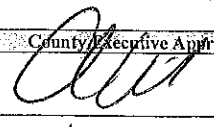
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$ 429,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 429,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	CSW; 3P311	\$ 429,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 429,000.00</b>

Document Prepared By: Thomas A. Immerso, Sanitary Engineer II

Date: 12/2/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 1/3/17
Date	Date	(For Office Use Only)
		<b>E #:</b>



# Nassau County Interim Finance Authority

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

1. Vendor: D&B Engineers & Architects, P.C.

2. Dollar amount requiring NIFA approval: \$ \$429,000

Amount to be encumbered: \$ 429,000

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: Eighteen (18) months

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 % 100  
State % \_\_\_\_\_  
County % \_\_\_\_\_

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:

Detailed design services in preparation of construction bid necessary for conversion of the East Ave. Ejector Station, located in Meadowmere Park (Inwood), into a dry pit submersible pumping station. Also included will be improvements associated with Code/OSHA compliance & flood mitigation measures inclusive of repairs & hardening. These efforts will serve to improve the functionality & reliability of the facility while reducing O&M costs.

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.

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Signature

Title

Date

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Print Name

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## 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

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Signature

Title

Date

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Print Name

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## NIFA

Amount being approved by NIFA: \_\_\_\_\_

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Signature

Title

Date

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Print Name

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**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: D&B Engineers and Architects, P.C.

CONTRACTOR ADDRESS: 330 Crossways Park Drive, Woodbury, NY 11797

FEDERAL TAX ID #: 11-2393559

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**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.

**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.

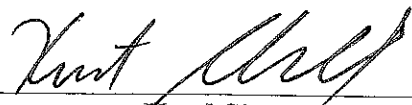
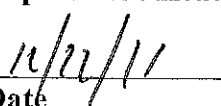
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**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.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

## **Exhibit A**





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Yes, Friends of Ed Mangano

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.

Dated: 11/15/16

Vendor: D&B Engineers and Architects, P.C.

Signed: [Signature]

Print Name: Steven A. Fangmann, P.E.

Title: Executive 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

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

None

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

None

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

None

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

None

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

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

No

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

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

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

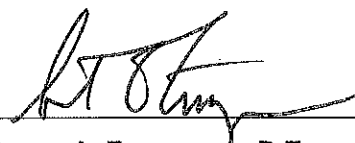
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 11/15/16

Signed:

Print Name:

Title:

  
\_\_\_\_\_  
Steven A. Fangmann, P.E.  
\_\_\_\_\_  
Executive 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 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.

**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 Henry J. Chlupsa  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 330 Crossways Park Drive  
City/state/zip Woodbury, NY 11797  
Telephone 516-364-9890  
Other present address(es) n/a  
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 01 / 01 / 2008 Treasurer 01 / 01 / 2008  
Chairman of Board 01 / 01 / 2008 Shareholder 07 / 01 / 1986  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details. H. Chlupsa holds 66.67% ownership interest in the submitting vendor.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO ☐;  
If Yes, provide details. H. Chlupsa is an Officer and Principal Owner (80%) of D&B Environmental Associates and D&B Engineers, LLC, both located at 330 Crossways Park Dr., Woodbury, NY.

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 City of Stamford, Connecticut, to D&B Engineers, LLC.

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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If Yes; provide details for each such instance.

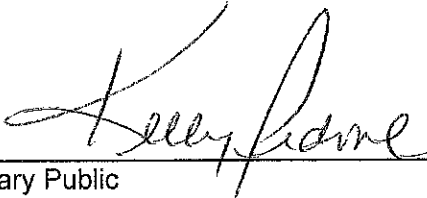
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such year.

**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, Henry J. Chlupsa, 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 15 day of NOVEMBER, 2016

  
\_\_\_\_\_  
Notary Public

KELLY PEDONE  
Notary Public, State of New York  
No. 01PE5030019  
Qualified in Nassau County  
Commission Expires July 5, 2018

D&B Engineers and Architects, P.C.

\_\_\_\_\_  
Name of submitting business

Henry J. Chlupsa

\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

11 / 15 / 16  
\_\_\_\_\_  
Date

## 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 Steven A. Fangmann  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 330 Crossways Park Drive  
City/state/zip Woodbury, NY 11797  
Telephone 516-364-9890  
Other present address(es) n/a  
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 01 / 01 / 1997  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary 01 / 01 / 2008  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ Exec. Vice President 01 / 01 / 2008  
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO \_\_\_\_ If Yes, provide details. S. Fangmann holds 16.67% ownership interest in the submitting vendor.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO \_\_\_\_;  
If Yes, provide details. S. Fangmann is an Officer and Principal Owner (20%) of D&B Environmental Associates and D&B Engineers, LLC, both located at 330 Crossways Park Dr., Woodbury, NY, and Past-President of the New York Water Environment Association (not-for-profit organization).

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 City of Stamford, Connecticut, to D&B Engineers, LLC.

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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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, Steven A. Fangmann, 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 15 day of November 2016

  
\_\_\_\_\_  
Notary Public

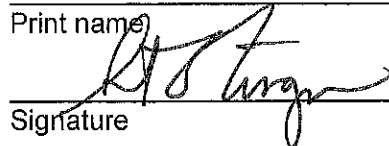
KELLY PEDONE  
Notary Public, State of New York  
No. 01PE5030019  
Qualified in Nassau County  
Commission Expires July 5, 2018

D&B Engineers and Architects, P.C.

\_\_\_\_\_  
Name of submitting business

Steven A. Fangmann

\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Vice President

\_\_\_\_\_  
Title

11 / 15 / 16  
\_\_\_\_\_  
Date

## 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 L. Raab  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 330 Crossways Park Drive  
City/state/zip Woodbury, NY 11797  
Telephone 516-364-9890  
Other present address(es) n/a  
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 01 / 01 / 2016  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ Senior Vice President 02 / 27 / 2015  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO \_\_\_\_ If Yes, provide details. R. Raab holds 3.33% ownership interest in the submitting vendor.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☒ NO \_\_\_\_ If Yes, provide details.  
5-year installment Promissory Note.
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 ☒ NO \_\_\_\_;  
If Yes, provide details. President of R.R. Building Examiners, LTD (NYS - S Corporation) for 32 years. Provides primarily home inspection services for prospective buyers. Firm has one employee.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO ☒ If Yes, provide 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 L. Raab, 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 15 day of November 2016

Kelly Pedone  
Notary Public

KELLY PEDONE  
Notary Public, State of New York  
No. 01PE5030019  
Qualified in Nassau County  
Commission Expires July 5, 2018

D&B Engineers and Architects, P.C.

Name of submitting business

Robert L. Raab

Print name

Signature

Senior Vice President

Title

11 / 15 / 16  
Date

## 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 J. DeGiorgio  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 330 Crossways Park Drive  
City/state/zip Woodbury, NY 11797  
Telephone 516-364-9890  
Other present address(es) n/a  
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 01/01/2016  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ Senior Vice President 02/27/2015  
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO \_\_\_\_ If Yes, provide details: DeGiorgio holds 3.33% ownership interest in the submitting vendor.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☒ NO \_\_\_\_ If Yes, provide details.  
5-year installment Promissory Note.
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 \_\_\_\_ 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.

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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 J. DeGiorgio, 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 15 day of November 2016

Kelly Pedone  
Notary Public  
KELLY PEDONE  
Notary Public, State of New York  
No. 01PE5030019  
Qualified in Nassau County  
Commission Expires July 5, 2018

D&B Engineers and Architects, P.C.

Name of submitting business

Robert J. DeGiorgio

Print name

[Signature]  
Signature

Senior Vice President

Title

11 / 15 / 16  
Date

## 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 William D. Merklin  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 330 Crossways Park Drive  
City/state/zip Woodbury, NY 11797  
Telephone 516-364-9890  
Other present address(es) n/a  
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 01/01/2016  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ Senior Vice President 02/27/2015  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO \_\_\_\_ If Yes, provide details. B. Merklin holds 3.33% ownership interest in the submitting vendor.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☒ NO \_\_\_\_ If Yes, provide details.  
5-year installment Promissory Note.
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 \_\_\_\_ 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.

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 ☒ 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 ☒ If Yes, provide details for each such occurrence.

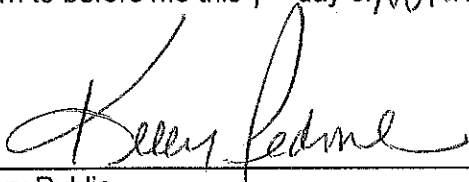
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation 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 ☒ 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 ☒ 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 ☒ 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 ☒ If Yes, provide details for each such year.

**CERTIFICATION**

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I, William D. Merklin, 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 15 day of November 2016

  
\_\_\_\_\_  
Notary Public


KELLY PEDONE  
Notary Public, State of New York  
No. 01PE5030019  
Qualified in Nassau County  
Commission Expires July 5, 2018

D&B Engineers and Architects, P.C.

\_\_\_\_\_  
Name of submitting business

William D. Merklin  
\_\_\_\_\_

Print name

  
\_\_\_\_\_  
Signature

Senior Vice President  
\_\_\_\_\_

Title

11 / 15 / 16  
\_\_\_\_\_  
Date

## 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 Brian M. Veith  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 330 Crossways Park Drive  
City/state/zip Woodbury, NY 11797  
Telephone 516-364-9890  
Other present address(es) n/a  
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 01/01/2016  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ Senior Vice President 02/27/2015  
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO \_\_\_\_ If Yes, provide details. B. Veith holds 3.33% ownership interest in the submitting vendor.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☒ NO \_\_\_\_ If Yes, provide details.  
5-year installment Promissory Note.
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 \_\_\_\_ 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.

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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If Yes, provide details for each such year.

**CERTIFICATION**

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I, Brian M. Veith, 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 15 day of November 2016

Kelly Pedone  
Notary Public

KELLY PEDONE  
Notary Public, State of New York  
No. 01PE5030019  
Qualified in Nassau County  
Commission Expires July 5, 2018

D&B Engineers and Architects, P.C.

Name of submitting business

Brian M. Veith

Print name

Brian Veith  
Signature

Senior Vice President

Title

11 / 15 / 16  
Date

## 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 John Schreck  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 330 Crossways Park Drive  
City/state/zip Woodbury, NY 11797  
Telephone 516-364-9890  
Other present address(es) n/a  
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 01/01/2016  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ Senior Vice President 02/27/2015  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO \_\_\_\_ If Yes, provide details. J. Schreck holds 3.33% ownership interest in the submitting vendor.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☒ NO \_\_\_\_ If Yes, provide details.  
5-year installment Promissory Note.
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 \_\_\_\_ 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.

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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If Yes; provide details for each such instance.

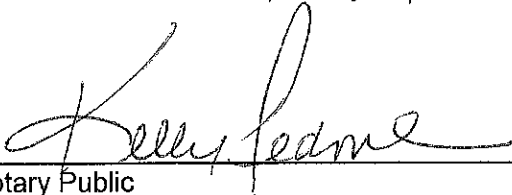
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such year.

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I, John Schreck, 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 15 day of Nov. 2016

  
\_\_\_\_\_  
Notary Public

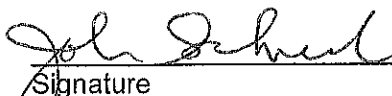
KELLY PEDONE  
Notary Public, State of New York  
No. 01PE5030019  
Qualified in Nassau County  
Commission Expires July 5, 2018

D&B Engineers and Architects, P.C.

\_\_\_\_\_  
Name of submitting business

John Schreck

\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

Senior Vice President

\_\_\_\_\_  
Title

11, 15, 16  
\_\_\_\_\_  
Date

## 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.

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1. Principal Name Michael P. Sciarrillo  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 330 Crossways Park Drive  
City/state/zip Woodbury, NY 11797  
Telephone 516-364-9890  
Other present address(es) n/a  
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 \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ Dir. of Architecture 06 / 15 / 2015  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ☒ 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 ☒ 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 \_\_\_\_ 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 ☒  
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YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
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  - 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.

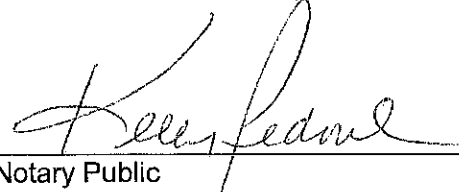
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO ☒ If Yes, provide details 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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, Michael P. Sciarrillo, 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 15 day of NOV. 2016

  
\_\_\_\_\_  
Notary Public

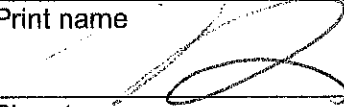
KELLY PEDONE  
Notary Public, State of New York  
No. 01PE5030019  
Qualified in Nassau County  
Commission Expires July 5, 2018

D&B Engineers and Architects, P.C.

\_\_\_\_\_  
Name of submitting business

Michael P. Sciarrillo

\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director of Architecture

\_\_\_\_\_  
Title

11 / 15 / 16  
\_\_\_\_\_  
Date

### Business History Form

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

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

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

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

Date: November 15, 2016

1) Proposer's Legal Name: D&B Engineers and Architects, P.C.

2) Address of Place of Business: 330 Crossways Park Drive, Woodbury, New York 1179

List all other business addresses used within last five years:

See Attached

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

Phone : 516-364-9890

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 06-592-9325

5) Federal I.D. Number: 11-2393559

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

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

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: D&B Guarino Engineers, LLC, 8 Neshaminy Interplex, Suite 291, Trevose, PA 19053

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes x No \_\_\_\_ If Yes, provide details. See attached \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_\_ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_\_ No 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 \_\_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes \_\_\_\_ No X If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes \_\_\_\_ No X If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes \_\_\_\_ No X



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

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

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

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

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has  
that may create a conflict of interest or the appearance of a conflict of interest in  
acting on behalf of Nassau County.  
No conflict exists \_\_\_\_\_  
\_\_\_\_\_

(ii) Any family relationship that any employee of your firm has with any County  
public servant that may create a conflict of interest or the appearance of a conflict  
of interest in acting on behalf of Nassau County.  
No conflict exists \_\_\_\_\_  
\_\_\_\_\_

(iii) Any other matter that your firm believes may create a conflict of interest or  
the appearance of a conflict of interest in acting on behalf of Nassau County.  
No conflict exists \_\_\_\_\_  
\_\_\_\_\_

b) Please describe any procedures your firm has, or would adopt, to assure the  
County that a conflict of interest would not exist for your firm in the future.  
Should a potential conflict of interest arise, we will contact the County  
and be guided accordingly. \_\_\_\_\_  
\_\_\_\_\_

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

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

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

- B. Indicate number of years in business.

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

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

Company Suffolk County DPW

Contact Person Gilbert Anderson, Commissioner

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone 631-852-4011

Fax # 631-852-4165

E-Mail Address gilbert.anderson@suffolkcounty.gov

**\_\_\_\_\_**

Company Westchester County Dept. of Environmental Facilities  
Contact Person Thomas Lauro  
Address 270 North Avenue  
City/State New Rochelle, NY 10801  
Telephone 914-813-5450  
Fax # 914-813-5460  
E-Mail Address tj11@westchestergov.com

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Company Great Neck Water Pollution Control District  
Contact Person Christopher Murphy  
Address 236 East Shore Road  
City/State Great Neck, NY 11023  
Telephone 516-482-0238  
Fax # 516-482-8713  
E-Mail Address cmurphy@gnwpcd.net

# CERTIFICATION

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I, Steven A. Fangmann, 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 15 day of November 2016

Kelly Pedone  
Notary Public

KELLY PEDONE  
Notary Public, State of New York  
No. 01PE5030019  
Qualified in Nassau County 18  
Commission Expires July 5, 2018

Name of submitting business: D&B Engineers and Architects, P.C.

By: Steven A. Fangmann, P.E.

Print name  
Signature

Executive Vice President

Title

11 / 15 / 16  
Date

- 2) List all other business addresses used within last five years:

D&B Engineers and Architects, P.C.  
3000 Hadley Road  
So. Plainfield, NJ 07080  
908-668-4747  
908-668-4658 (Fax)

D&B Engineers and Architects, P.C.  
4 West Red Oak Lane  
White Plains, NY 10604  
914-467-5300  
914-467-6103 (Fax)

D&B Engineers and Architects, P.C.  
PO Box 56  
5879 Fisher Road  
East Syracuse, NY 13057  
315-437-1142  
315-437-1282 x)

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

D&B Engineers and Architects, P.C. is not a subsidiary of, or controlled by another business. Following is a list of D&B Engineers and Architects, P.C.'s affiliate companies:

D&B/Guarino Engineers, LLC (Subsidiary)  
8 Neshaminy Interplex  
Trevose, PA 19053

D&B Environmental Associates (Affiliate)  
330 Crossways Park Drive  
Woodbury, NY 11797

D&B Engineers, LLC (Affiliate)  
330 Crossways Park Drive  
Woodbury, NY 11797

## Business History Form

i Date of formation:	1965
ii Name, address and position of all persons having a financial interest in the company, (including any shareholders having 10% or more of the firm's outstanding shares), members, general or limited partner:	<p>Henry J. Chlupsa, P.E. President and Director [REDACTED]</p> <p>Steven A. Fangmann, P.E. Executive Vice President and Director [REDACTED]</p> <p>Robert L. Raab, P.E. Senior Vice President and Director [REDACTED] [REDACTED]</p> <p>William D. Merklin, P.E. Senior Vice President [REDACTED]</p> <p>Brian M. Veith, P.E. Senior Vice President [REDACTED] [REDACTED]</p> <p>Robert J. DeGiorgio, P.E. Senior Vice President [REDACTED] [REDACTED]</p> <p>John Schreck, P.E. Senior Vice President [REDACTED] [REDACTED]</p>

<p>iii Name, address and position of all officers and directors of the company.</p>	<p>Henry J. Chlupsa, P.E. President and Director [REDACTED]</p> <p>Steven A. Fangmann, P.E. Executive Vice President and Director [REDACTED]</p> <p>Robert L. Raab, P.E. Vice President and Director [REDACTED]</p> <p>William D. Merklin, P.E. Senior Vice President [REDACTED]</p> <p>Brian M. Veith, P.E. Senior Vice President [REDACTED]</p> <p>Robert J. DeGiorgio, P.E. Senior Vice President [REDACTED]</p> <p>John Schreck, P.E. Senior Vice President [REDACTED]</p> <p>Michael Sciarrillo Director of Architecture [REDACTED]</p>
<p>iv State of Incorporation:</p>	<p>New York</p>
<p>v The number of employees in the firm:</p>	<p>200</p>
<p>vi Annual revenue of firm:</p>	<p>\$38 Million (2014 Gross Revenue)</p>
<p>vii Summary of relevant accomplishments:</p>	<p>See proposal.</p>
<p>viii Copies of all relevant state and local licenses and permits.</p>	<p>See attached.</p>

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

D & B ENGINEERS AND ARCHITECTS PC  
330 CROSSWAYS PARK DRIVE  
WOODBURY, NY 11797-0000

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

*D. E. Lentivech*  
DOUGLAS E. LENTIVECH  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

CERTIFICATE NUMBER  
0011576



*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: D&B Engineers and Architects, P.C.

Address: 330 Crossways Park Drive

City, State and Zip Code: Woodbury, NY 11797

2. Entity's Vendor Identification Number: 11-2393559

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.

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.

See attached


**Question 4:**

Henry J. Chlupsa, President, [REDACTED]  
Steven A. Fangmann, Executive Vice President, [REDACTED]  
Robert L. Raab, Senior Vice President, [REDACTED]  
William D. Merklin, Senior Vice President, [REDACTED]  
Brian M. Veith, Senior Vice President, [REDACTED]  
Robert J. DeGiorgio, Senior Vice President, [REDACTED]  
John Schreck, Senior Vice President, [REDACTED]  
Michael Sciarrillo, Director of Architecture, [REDACTED]



**Question 5:**

Henry J. Chlupsa, President, [REDACTED]  
Steven A. Fangmann, Executive Vice President, [REDACTED]  
Robert L. Raab, Senior Vice President, [REDACTED]  
William D. Merklin, Senior Vice President, [REDACTED]  
Brian M. Veith, Senior Vice President, [REDACTED]  
Robert J. DeGiorgio, Senior Vice President, [REDACTED]  
John Schreck, Senior Vice President, [REDACTED]



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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

D&B Environmental Associates, LLC

D&B Engineers, LLC

Both affiliates will not be performing under this contract.

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

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

None

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

None

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

None

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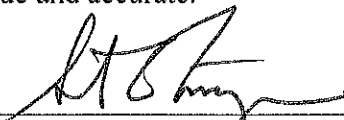
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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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: 11/15/16

Signed: 

Print Name: Steven A. Fangmann, P.E.

Title: Executive 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.

## FDE - 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) D&B Engineers and Architects, P.C., a consultant engineering firm having its principal office at 330 Crossways Park Drive, Woodbury, New York (the "Final Design Engineer (FDE)" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor 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 Contractor 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 1, 2020, (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the FDE 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 FDE under this Agreement consist of the final design and construction phase services for the East Avenue Pump Station Repairs. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as 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 FDE's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

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

- (2) Testing Laboratory Services.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the FDE and their sub-consultants.
- (4) Final models, photographs and renderings as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf on the FDE or their sub-consultants shall not be paid for by the County.
- (6) Other comparable expenses as approved by the County.

### **3. Payment.**

(a) Amount of Consideration. The amount to be paid to the FDE as full consideration for the FDE'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 FDE for the FDE's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Four Hundred and Twenty-Nine Thousand Dollars (\$429,000) dollars.

(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 FDE acknowledges and agrees that all information that the FDE 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 consistent with the best practices of the industry in which the Contractor operates. 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 the willful misconduct or any 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 occurrence 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) 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.

{Remainder of page intentionally left blank}

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

D&B ENGINEERS AND ARCHITECTS, P.C.

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

Name: Steven A. Fangmann

Title: Executive Vice President

Date: November 17, 2016

NASSAU COUNTY

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

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

Title: \_\_\_\_\_

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

PLEASE EXECUTE IN BLUE INK

**[Note to Departments:** County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

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

On the 17<sup>th</sup> day of November in the year 2016 before me personally came Steven A. Fangmann 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 Executive Vice President of D&B Engineers and Architects, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

KELLY PEDONE  
Notary Public, State of New York  
No. 01PE5030019  
Qualified in Nassau County  
Commission Expires July 5, 201

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

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

### A. Division A – Facility Planning Investigations/TDR

The FDE 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.

Upon County approval, the FDE agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and cost estimates for the East Avenue Pump Station Repairs project suitable for public bidding based on this Agreement, the RFP Attachment B – East Avenue Sewer Shed Study, and the RFP Attachments C and D, which contain Table of Contents of Standard Specifications and list of Standard Details, respectively. Refer to the RFP for the scope of work for Division A.

1. Design Milestone: Technical Design Report. Refer to Division B below for other requirements such as milestone, method and quantity of deliverable.

### B. Division B - Detailed Design Services

The PM-JV's activities will include, but are not necessarily limited to, verifying that the FDE's design conforms to the overall design intent of the County's improvement program, reviewing the FDE's submittals, schedule tracking, review of FDE's payment requests, and tracking progress and status of the assignment and project.

1. In order to identify the scope of work pertaining to hazardous materials, if any for this facility (or these facilities), the FDE shall conduct a hazardous materials survey of all structures and equipment to be demolished, removed and disposed of under this project and document the findings in a survey report as part of the final design. The hazardous materials to be addressed include, but are not limited to, asbestos-containing materials, lead paint, mercury and PCB. The Final Design will include the Final Survey Report and requirements that the Contractor follow all Federal, State and local requirements for proper abatement, handling, transport and disposal of all hazardous materials
2. Design Milestones: Submit Draft (30% design completion), Draft (60% design completion), Pre-Bid (90% design completion) and Bid Ready (100% design completion) documents for PM-JV review. Components of each such submittal shall include drawings, specifications, other documents that shall be included in the Bid Ready documents, and updated construction cost estimate.
3. For each submittal, the submitted documents shall be furnished in printed and electronic format. Unless a lesser quantity is acceptable to the County and PM-JV, furnish ten, full-sized printed copies (on bond paper) for each submittal, and furnish electronic copy transmitted in form mutually acceptable to the FDE and PM-JV (e.g., compact disc, thumb-drive, or transmitted via e-mail or ftp: site). Electronic copies shall be in both portable document format (PDF) and native file format, unless otherwise agreed upon by the FDE and PM-JV. The County shall have the required number of sets of bid documents printed without the assistance of the FDE.
4. Design Milestone Delivery Dates: Due to the critical nature of this project, the County intends that it be advanced under an aggressive time frame. The Detailed Design Services (Division B) shall be completed within 270 calendar days of the County's authorization to begin services (NTP). Schedule shall accommodate a minimum of 2 weeks of review time for each design submittal package. Below are the milestone dates, if the FDE misses any milestone the County reserves the right to cancel the remainder of the agreement.



Milestone #1:	Technical Design Report	90 days from NTP
Milestone #2:	Draft Submittal (30% Design)	135 days from NTP
Milestone #3:	Draft Submittal (60% Design)	180 days from NTP
Milestone #4:	Pre-Bid Submittal (90% Design)	225 days from NTP
Milestone #5:	Bid Ready (100% Design)	270 days from NTP

5. Drawings: The contract drawings shall be prepared using Autodesk AutoCAD 2014 software. The PM-JV has prepared AutoCAD drawings as part of the preliminary design phase and will furnish to the FDE native files upon award of the contract to the FDE. Some of the existing AutoCAD files are in 2D and others are in 3D format. The FDE shall prepare the design using 3D CAD model for this assignment. The PM-JV has prepared a set of standard details to be used as a starting point by the FDE. FDE shall develop the project details, to the extent possible, from the PM-JV developed standard details. The FDE shall be responsible for developing all project details, whether or not developed from the standards furnished by the PM-JV. FDE shall have complete professional liability for the project drawings, whether or not developed from the standards furnished by the PMJV.
6. Specifications: County/PM-JV shall furnish a copy of the County's standard "front-end" documents for bidding and contracting requirements, including the Notice to Bidders, Instructions to Bidders, Proposal (bid form), Agreement, and General Conditions. The Proposal forms, Supplementary or Special Conditions, Division 1 specifications, and all other sections of the specifications shall be developed by the FDE. Bidding and contracting requirements and the specifications shall be organized in accordance with the Construction Specifications Institute's MasterFormat 1988 edition (e.g., 16 Divisions plus the "front-end"). The PM-JV has prepared a set of standard specifications to be used as a starting point by the FDE. FDE shall develop the project specifications, to the extent possible, from the PM-JV-developed standard specifications. The FDE shall be responsible for developing all project specifications, whether or not developed from the County's standard specifications. FDE shall have complete professional liability for the project specifications, whether or not developed from the standards furnished by the PM-JV.
7. Cost Estimate: A complete construction cost estimate, including all construction factors, allowances (if any), alternate bid items, contingencies, costs for the construction contractor's "general conditions" and "Division 1" costs, and contractor's overhead and profit, shall be furnished with each design milestone submittal. It is anticipated that the accuracy of such cost estimates shall increase with each successive milestone submittal. Submit three (3) copies of the detailed construction cost estimate at each of the design milestone points defined above. The estimates shall be developed in accordance with the following standards:

a. Design Development – Construction Cost Estimate

Develop a Design Development construction cost estimate, based upon a 30% +/- design at the end of the 30% Design Development Phase of the project. This shall be considered a Class 2 cost estimate in accordance with AACE International recommended Practice 18R-97 (Revised 2011). Provide a Basis of Estimate document in accordance with AACE International Recommended Practice No. 34R-05.

Develop a Design Development construction cost estimate, based upon a 60% +/- design at the end of the 60% Design Development Phase of the project. This shall be considered a Class 2 cost estimate in accordance with AACE International recommended Practice 18R-97 (Revised 2011). Provide a Basis of Estimate document in accordance with AACE International Recommended Practice No. 34R-05.

Develop a Design Development construction cost estimate, based on the 90% +/- design at the end of the 90% Design Development Phase of the project. This shall be considered a Class 1 cost estimate in accordance with AACE International recommended Practice 18R-97 (Revised 2011). Provide a Basis of Estimate document in accordance with AACE International Recommended Practice No. 34R-05.”

b. Construction Drawing Phase (CDP) – Construction Cost Estimate

Develop a CDP construction cost estimate, based upon a 100% +/- design at the end of the CDP of the project. This shall be considered a Class 1 cost estimate in accordance with AACE International recommended Practice 18R-97 (Revised 2011). Provide a Basis of Estimate document in accordance with AACE International Recommended Practice No. 34R-05.

c. Estimate Methodology

Estimates shall be clearly quantified and detailed as to Labor, Material, and Equipment (construction assistance) components for each Pump Station. All estimated Labor shall be developed using current wage rates, crew-based detail, and specific assigned productivities. All estimated Material shall be developed using current local pricing or vendor quotations. All estimated Equipment used for construction assistance shall be clearly defined and costs shall be based on current rental and operating rates. Lump sums or plug numbers should be rarely used and only in cases of scope uncertainty (typically at early design phases) or for quoted prices from Subcontractors that have included all Labor, Material, and Equipment within their quote. Submitted estimates shall contain backup for all pricing components as required.

Provide Markups/Add-On cost factors for all “Below-the-Line” costs, such as Overhead, Profit, Escalation to the Midpoint of Construction, Insurance, and Bond. These factors need to be clearly defined and justified by current construction market standards. Provide backup for all escalation calculations and any relevant allowance or unit price calculations. General Conditions costs are to be estimated in detail and not applied as a factor. Design Contingencies are to be applied in accordance with the design level.

Estimates can be provided in either spreadsheet format (such as Excel) or database formats (such as Sage Timberline). Estimates shall be organized into clear Work Breakdown Structure (WBS) formats at all design levels. Estimate report formats shall be determined by the County/PM-JV, but at a minimum shall include estimate summary reports and detailed estimate reports.

d. FEMA/EFC Cost Breakdowns

At the start of the design development, all items that are determined per PM-JV-provided criteria to be reimbursable by FEMA/EFC funds shall be segregated and independently estimated at each design level. Final bid documents are required to contain clear bid scope line items for any items that will be reimbursed by FEMA/EFC.

e. Deliverables

For each design milestone provide working digital copies of all estimates, as well as PDF versions of all Basis of Estimate reports and estimate summary and detailed reports. All estimates are subject to County/PM-JV review and if any deficiencies are noted or corrections are required, the estimates shall be returned for resubmission for no additional compensation.

8. Attend review meetings with the County and the PM-JV on the average of twice per month in order to review job progress and to resolve design issues and address and resolve other questions. The FDE shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
9. Prepare and submit the necessary Environmental Impact Forms.
10. Prepare permit applications, reports, documents, submittals, written responses and revised materials required by authorities and agencies having jurisdiction. **This work task shall not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The FDE must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed.** Typical regulatory agencies involved in our Environmental Engineering Projects may include but shall not be limited to the following:
  - a. Nassau County Fire Marshal - code compliance for fire protection systems (smoke alarms, sprinklers, etc.).
  - b. Nassau County Health Dept. - code compliance for hazardous chemical storage/conveyance systems, potable water protection devices, etc.
  - c. New York State Dept. of Environmental Conservation – Title V Plant-wide Source Emissions Permits, dewatering application/permit submittals, wetland permits, process related permits, grant related submissions, SPDES General Permit-02 for runoff from construction sites, etc.
  - d. New York State Environmental Facilities Corp. - N.Y.S. Revolving Loan Program required submissions.
  - e. Recommendations by County's Insurance Bureau.
  - f. Other Local agencies (Towns, Villages...)
11. Submit written responses to all County and/or designated representatives and PM-JV review comments.
12. Make periodic site visits as necessary for a complete understanding of the existing facilities and systems operations.
13. Attend and facilitate pre-bid meeting
14. Review all comments and/or questions posed by prospective bidders. Keep a log of such comments/questions and prepare a draft written response to each for review and comment by the County /PM-JV.
15. Prepare all necessary addenda to the contract documents.
16. Review all bid proposals received and provide representation at the pre-award meetings. Submit a written recommendation regarding award of the construction contracts.
17. Most recent projects solicited by the Nassau County Department of Public Works (County) were procured using the Project Labor Agreement (PLA) originally negotiated in 2011. This PLA stipulates that subsequent projects would need to have individual Project-Specific PLA Addendum signed and executed by the County and the Nassau Suffolk Building and Construction Trades Council (NSBCTC), and that a separate PLA Feasibility Study would be undertaken for each new project.

It is to be assumed that the County will want to use a PLA for this project if 1) it would otherwise need to be contracted as a Wick's Law multi-prime contract, 2) the project requires significant shift work or night work, or 3) the project has any other compelling reason to utilize a PLA.

The FDE is required under this contract to:

- a) Determine with NCDPW whether a PLA is appropriate
- b) Conduct and submit a PLA Feasibility Study for this project
- c) Draft and submit a PLA Addendum for this project
- d) Transmit the PLA Addendum to the NSBCTC, arrange for appropriate signatures, and transmit completed forms to the County
- e) Include the PLA and the project-specific PLA Addendum in the project contract documents

Sample PLA Feasibility Studies and Project-Specific PLA Addendum will be made available for FDE use.

18. Under the *Environmental Facilities System-Wide SCADA Needs Assessment and Improvements Project* with CDM Smith, the County requires the Nassau County SCADA Standards to be implemented into the design documents of each of the pump station repair and mitigation projects. The SCADA project will furnish PLC control panel and radio/telemetry equipment for each pump station. The pump station mitigation projects shall include a portion of the preparatory work required for the installation requirements of the PLC control panels. As such, a termination box/cabinet shall be furnished under this contract. The FDE shall re-route the wiring from the mitigated equipment such that the signals are terminated at the termination box before being wired to a secondary location (i.e. existing alarm panel). The FDE shall not provide additional telemetry.

Notes:

- a. The termination box shall be located above the interior level of protection.
  - b. Instruments that are added in the mitigation project which do not have I/O space in the current alarm panels shall be wired to the termination box.
  - c. Any field visits required to develop the SCADA scope shall be coordinated with the County.
  - d. The construction schedule shall require coordination with CDM Smith. The work shall be accelerated in the sequence of construction and will require a construction schedule milestone date in the bid specs for the contractor.
  - e. The SCADA Standards document includes a list of the County's preferred manufacturers.
19. If requested, the FDE shall provide copies of any and all design calculations. In addition to the actual wall strength and the forces caused by the hydrostatic pressures exerted onto the superstructures under the 500-year flood condition, the FDE shall conduct uplift/buoyancy calculations for East Avenue Pump Station.
20. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the FDE's final construction cost estimate, by more than fifteen (15) percent, the County may require the FDE to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The FDE is responsible for obtaining construction budget information from the County.

*The FDE shall not commence the services described in Divisions C, D and E until such time as the necessary capital funds are appropriated by the Nassau County Legislature, encumbered thereof by the Nassau County Comptroller for the required purpose and authorized by the Commissioner.*

### C. Division C - General Inspection Services

Prior to and during the course of project construction, the FDE shall perform the following General Inspection Services:

1. The estimated construction period for this assignment is expected to be approximately 550 calendar days.
2. Conform the contract bid documents (plans and specifications) to reflect changes made by addenda. Provide the PM-JV with one (1) set of conformed plans and master specification book as a PDF file and bound .DWG plans on a CD. Additionally, provide eight (8) hard copies of the conformed contract documents.
3. Provide representation at the site(s) pre-construction conference.
4. Review and approve detailed construction, shop and erection drawings.
5. Review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
6. Review all laboratory, shop, mill, material and equipment test reports.
7. Prepare supplemental sketches, if required, to reflect actual field conditions.
8. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
9. Assist the County and PM-JV in interpreting the construction contract documents.
10. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
11. Arrange for the FDE's project manager and support staff to attend update (one [1] per month) and job (one [1] per month) meetings.
12. Witness and provide a written report on shop tests for all major equipment.
13. Provide consultation on special construction problems by specialists in specific fields of work.
14. Assist the County and the PM-JV in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.
15. Throughout the construction period and at the completion of the construction activities, field verify and check the Prime Construction Contractor's Record Drawings on which the Prime Construction Contractors have indicated changes in the construction work as-built to the extent possible based on the FDE's periodic site visits. This task shall include, but not be limited to the following:
  - a. That all equipment is shown as installed and that furnished dimensions are correct.

- b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
- c. That all changes, additions and deletions are shown.
- d. That the record drawings are legible and clearly drawn.
- e. That all supplemental and detailed drawings are included.

16. Check Prime Construction Contractor prepared as-built drawings and modify digital computer files of contract drawings to reflect work as actually constructed. Provide two (2) CD-ROM copies of these as-built digital computer files of the contract drawings.

#### **D. Division D - Facility Operation and Maintenance Manual**

Under this division of work, the FDE shall provide an Operation and Maintenance Manual for each pumping station ("O&M Manual") using the EPA Publication, "Considerations for preparation of Operation and Maintenance Manuals (EPA-430/9-74001)" as a guideline.

The O&M Manual provides a detailed description of the pumping facilities, process control strategies, start-up and shutdown procedures, laboratory test procedures, emergency response procedures, safety guidelines, troubleshooting procedures, equipment preventive maintenance schedules as well as process flow schematics, isometric figures, cross section and plan diagrams, valve schedules, single line diagrams, and miscellaneous tables.

The completion of the appropriate O&M Manual sections will coincide with each segment of construction. A draft version of the O&M manual sections will be submitted for county review and approval prior to payment for the 90% completion point in construction. A final version of the O&M manual sections will be submitted for County review and approval at the 100% construction completion point to incorporate issues learned during startup. The final O&M manual sections will be supplemented with cataloged and bound copies of the approved equipment manufacturers' O&M Manuals.

Fifteen (15) copies of the draft O&M Manual Sections will be submitted for the County and/or designated representatives to review. Two (2) copies of the electronic files (both text and graphics) used to produce the manuals will be turned over to the County. In addition, two (2) hard copies (bound) of the final O&M Manual Sections will be submitted for County review and approval. The County requires compatibility of software as described in the subsequent paragraph.

Prepare and provide to the PM-JV Standard Operating Procedures (SOPs) to assist County staff and/or designated representatives in the routine operation and monitoring of the new facilities, equipment and/or pump stations. These SOPs will be site and equipment specific and be stand-alone documents with a maximum length of two (2) pages. The SOPs are to be mounted, laminated and then posted near the appropriate equipment or control panel. Two (2) additional copies of the SOPs will be filed in the Plant Operations office, and a copy included in the appropriate O&M manual. Copies of the electronic files (both text and graphics) used to produce the SOPs will be turned over to the PM-JV. The software is to be compatible with existing County software and if not, the FDE will supply additional copies of the software to the County and/or designated representatives.

Both of these documents will be developed in accordance with the existing manuals and guides (examples are available for the FDE's review).

Add/remove equipment associated with this project on the Equipment Asset Inventory database.

Two (2) additional copies of the SOP's shall be included in the appropriate O&M Manual. Copies of the electronic files (both text and graphics) used to produce the SOPs will be turned over to the County and/or designated representatives. The software is to be compatible with existing County software and if not, the FDE will supply additional copies to the County and/or designated representatives.

#### **E. Division E - Facility Start-Up, Staffing and Training Services**

Under this division of work the FDE shall provide the following services:

##### **1. Start-Up Services.**

- a. The FDE shall conduct start-up services during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with the Pump Stations.
- b. Scheduling. The FDE, in conjunction with the County and/or designated representatives and PM-JV, shall develop an overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and/or designated representatives and Construction Contractors and updated as necessary.
- c. Start-Up Assistance. The FDE shall provide expert on-site start-up assistance. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision. Services to be provided include:
- d. Strategic Start-Up Plan. This plan is designed to delineate major and minor events expected when placing into operation equipment installed in connection with the Pump Stations. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County and/or designated representatives, FDE and construction managers). This plan shall be reviewed with the County and/or designated representatives. Emphasis throughout the start-up will be on the O&M responsibilities of the plant staff to ensure protection of equipment warranties.
- e. Establish Process Parameters. The FDE shall review the process design and process operational parameters and establish start-up procedures for each unit process. Start-up procedures shall contain complete information pertaining to control of the equipment and process trains associated with the Pump Stations.
- f. Checklists, Logs, Records and Reports. Although various checklists and plant operating logs are in use, the FDE shall, if necessary, upgrade the system by reviewing existing shift checklists, operating logs, records and reports for all processes affected by the inclusion of equipment pertaining to the Pump Stations. The FDE shall provide recommendations for upgrading existing record-keeping, checklists and logs for all components associated with these systems and develop new checklists and logs for new or modified plant processes.

- g. Troubleshooting and Debugging. It is anticipated that equipment problems will arise during and following start-up. The FDE shall provide assistance to address problems encountered by the County and/or designated representatives during the project performance period, analyze these problems and develop solutions that will minimize the overall effects on plant personnel and processes.
  - h. Process Optimization. The FDE shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" the processes and associated equipment once they have been started up and stabilized.
2. Training Services.
- a. The FDE, in conjunction with the County and/or designated representatives and PM-JV, shall assist in the coordination of manufacturer's training for all new components pertaining to the Pump Stations. This training shall be geared toward the following areas:
    - i. Process theory/process control.
    - ii. Mechanical, electrical, instrumentation and HVAC component function and interface.
    - iii. Preventative/corrective maintenance.
    - iv. Safety.
    - v. "Hands-on" training.
  - b. This training shall be coordinated with the County's and/or designated representatives' on-going training program. Any materials developed shall be turned over to the County and/or designated representatives for future use and reference.
  - c. General training shall be given during the construction period prior to start-up. Supplemental training, if deemed necessary by the County and/or designated representatives as a result of process modifications during the one-year performance period, shall be provided by the FDE and given prior to the conclusion of the one-year performance period, and shall incorporate any adjustments in the process resulting from operational experience.
3. One (1) Year Project Operating Report.
- a. The FDE shall monitor the performance of the facilities installed for the first year of operation and provide documentation to report on the capability of the project of meeting the overall performance criteria. One (1) year after the initiation of operation of the systems, the FDE shall prepare an evaluation of the Pump Stations for review and acceptance by the County and/or designated representatives, if required by the Commissioner. In the event that the improvements do not operate as planned, a report defining the problem and corrective work necessary will be prepared.



## APPENDIX B PAYMENT SCHEDULE

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

**Technical Design Report (Division A) lump sum fee: \$25,000**

**Detailed Design (Division B) & Construction Related Services (Division C, D & E)** – The FDE shall be paid a fee equal to a percentage of the net total cost of construction exclusive of Extra Services and Reimbursable expenses to cover all costs associated with all work to complete Divisions B, C, D, and E as outlined in the appropriate sections of Appendix A. The percentage of construction cost for the total project let will be determined by a straight line interpolation between the limits of construction as delineated as follows:

NET CONSTRUCTION COST	DESIGN FEE PERCENTAGE
\$4,800,000 and above	7.5%
\$4,400,000	7.6137%
<b>\$4,000,000</b>	<b>7.625%</b>
\$3,600,000	8.4723%
\$3,300,000 and Below	9.2425%

An initial estimated construction cost of **\$4,000,000** will be used as the basis for progress payments. Interim adjustments to the estimated construction costs, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Contractor.

For the design and construction phases, including the construction administration phase (Division B, C, D & E), the FDE's fee shall be payable as follows:

<u>Phase of Work</u>	<u>% of Fee</u>
Detailed Design	45%
General Inspection Services	35%
Facility Operation and Maintenance Manual	10%
Facility Start-Up, Staffing and Training Services	10%

**Partial Payments** - The FDE'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 Division, as approved by the Commissioner.

**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.

**Construction Costs** - It is agreed that the total cost of construction shall be the final total cost of the construction contract, including extra change order amounts, except that, in computing the cost of construction the following items shall not be included:

1. Fees paid to the Contractor, subcontractors or construction engineers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.
2. The cost of any and all change orders required by reason of the failure of the Contractor to include such change order items in the contract documents, or by reason of errors made by the Contractor in the preparation of the contract documents.
3. Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.
4. Work for which the Contractor has already been paid such as "Extra Work."

In the event the Contractor's services result in change order "Credits" to the County, such credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties that the Contractor shall be compensated for services rendered, notwithstanding that such services may result in a change order credit which reduces the final cost of construction.

If in the further event the credit change order requires the Contractor to perform additional services, then, subject to the approval of the Commissioner, the Contractor shall be paid for such services pursuant to the subsection entitled "Extra Services or Additional Costs," herein.

If the total amount of the lowest responsible construction bids should exceed the final approved estimated construction cost by more than fifteen (15) percent, the County may require the Contractor to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of the construction.

If the award of the construction contract(s) is not made prior to the expiration or termination of this Agreement, then with respect to payment for the Division B, C, D and E services, instead of being paid based on the total cost of construction as outlined above, the Contractor shall be paid a fair and reasonable amount based on services actually rendered as mutually agreed by the Department and the Contractor.

**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.

## **APPENDIX EE**

### **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN**

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## **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.

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

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

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

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

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

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

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

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

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

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

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

## APPENDIX "L"

## Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Henry J. Chlupsa, P.E. (Name)

330 Crossways Park Drive, Woodbury, NY 11797 (Address)

516-364-9890 (Telephone Number)

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

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

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

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

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

Dated

11/16/16

Signature of Chief Executive Officer

Henry J. Chlupsa, P.E.

Name of Chief Executive Officer

Sworn to before me this

16 day of November, 2016

Notary Public

KELLY PEDONE  
Notary Public, State of New York  
No. 01PE5030019  
Qualified in Nassau County  
Commission Expires July 5, 2018

KELLY PEDONE  
Notary Public, State of New York  
No. 01PE5030019  
Qualified in Nassau County  
Commission Expires July 5, 2018



# **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**

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## Summary of EFC Service Provider Requirements

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

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**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](http://www.efc.ny.gov/MWBE)).*

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# 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](http://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

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**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](http://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](http://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](http://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 3<sup>rd</sup> 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.

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## PART 2:

# GUIDANCE MATERIALS

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## 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](http://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.

<b>Program</b>	<b>MWBE Combined Goal*</b>
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)**

- a. **Due Date:** MWBE UPs are required to be submitted to the MBO no later than the date of execution of the contract.
- b. **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.

- c. **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](http://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:**

$$\begin{array}{rcl} \$200,000 & - & \$50,000 \\ \text{(Contract)} & \text{(Specialty equipment/service)} & \\ & & = \$150,000 \\ & & \text{(MWBE Eligible Amount)} \end{array}$$

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
Bench (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.

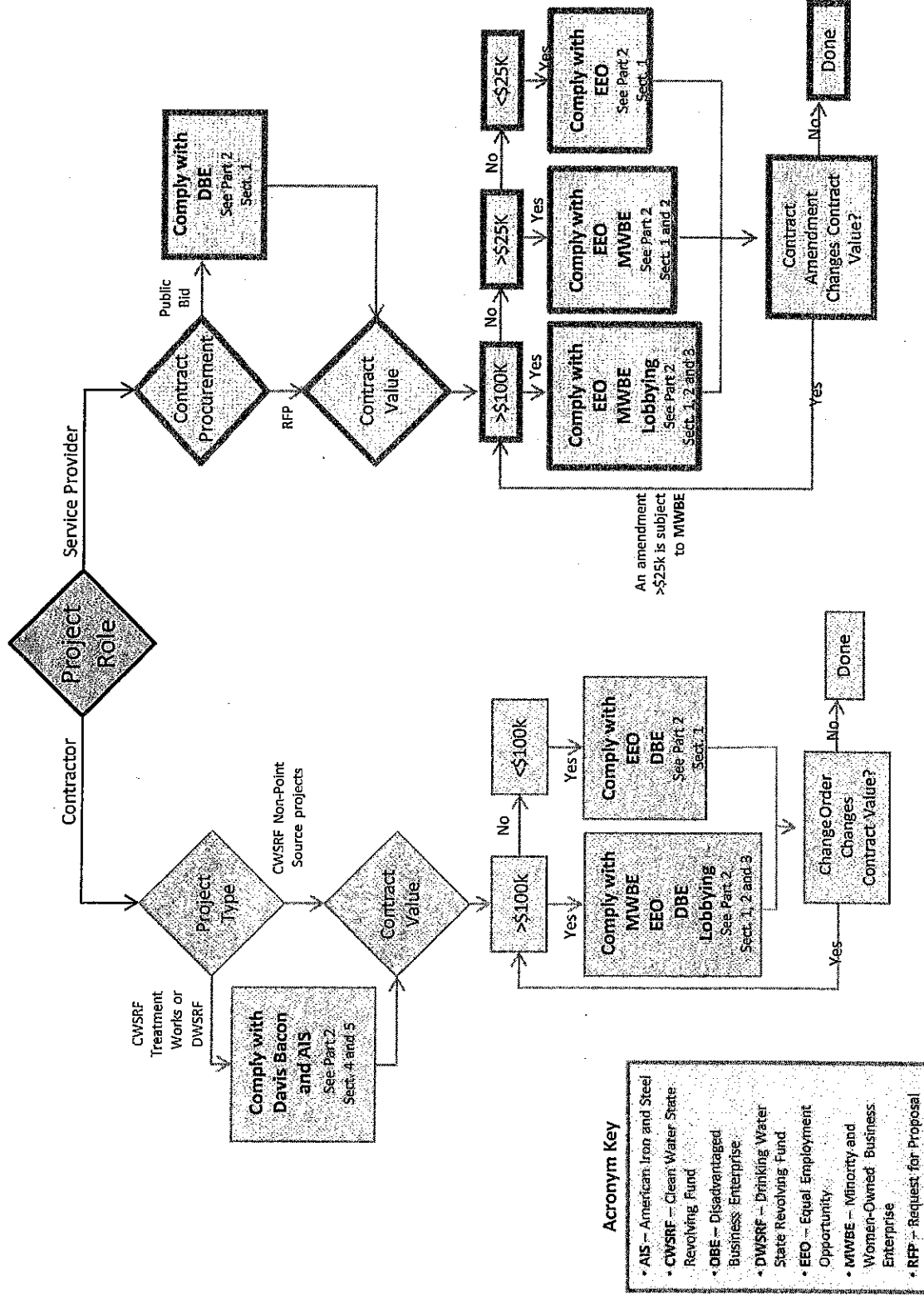
## **G. BEST PRACTICES**

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.



# SRF 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](http://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.BSection 2.DSection 2.DSection 2.DSection 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.1Section 1.C**Ongoing documentation & tasks:**

- ☐ Submit Monthly MWBE Reports to MBO

Section 2.D.4

## APPENDIX G

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## APPENDIX G

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


I, Steven A. Fangmann, am the authorized representative of D&B Engineers and Architects, P.C.

I hereby certify that D&B Engineers and Architects, P.C. will abide by the equal employment 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](http://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

## APPENDIX G

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# APPENDIX G



OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

## 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 DBE<sup>1</sup> subcontractor<sup>2</sup> 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 Savin Engineers, PC		Project Name East Avenue Pump Station Repairs	
Bid/ Proposal No. PW-S3P311-08C	Assistance Agreement ID No. (if known)	Point of Contact Hussein M. Elzoghby, PE	
Address 1600 Calebs Path Extension, Suite 211, Hauppauge, NY 11788			
Telephone No. (631) 780-7017		Email Address helzoghby@savinengineers.com	
Prime Contractor Name D&B Engineers & Architects, PC		Issuing/Funding Entity: Nassau County DPW	

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

<sup>1</sup> 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.

<sup>2</sup> 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.

## APPENDIX G




OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

Subcontractor Signature	Print Name
	Hussein M. Elzoghby, PE
Title	Date
Senior Vice President	August 3, 2016

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.



438-430 Manville Road, Pleasantville, NY 10577

www.lynstaar.com

Phone: 914-741-1290 Fax: 914-741-1291

US DOT DBE 3 NY 5 WE

Transmitted Via Overnight Mail

August 10, 2016

Olga Mubarak-Jaramillo  
D&B Engineers and Architects, P.C.  
Senior Associate  
330 Crossways Park Drive  
Woodbury, NY 11797

**RE: NCDPW East Avenue Pump Station Mitigation Project  
EPA Form 6100-2 (DBE Subcontractor Participation Form)**

Dear Ms. Mubarak-Jaramillo:

Thank you for including Lyn Staar Engineering, P.C. (LSE) as your subconsultant for Electrical Engineering Services for the above referenced project proposal. This correspondence is to document that LSE is in receipt of the EPA Form 6100-2 from D&B on August 10, 2016.

Also, attached is an executed EPA Form 6100-3 for the proposed project.

If you should have any questions, or require additional information, please feel free to contact me at (914) 741-1290 ext. 18.

Sincerely,

Sharon L. Robinson, P.E.  
President  
[srobinson@lynstaar.com](mailto:srobinson@lynstaar.com)

cc: Patricia Malone, Business Manager, [pmalone@lynstaar.com](mailto:pmalone@lynstaar.com)

Attachment



# APPENDIX G



OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> 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 <i>Lyn Staar Engineering, P.C.</i>		Project Name <i>NCDPW East Avenue Pump Station</i>	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address <i>448-450 Manville Road Pleasantville, NY 10570</i>			
Telephone No. <i>914-741-1290 x18</i>		Email Address <i>srobinson@lynstaar.com</i>	
Prime Contractor Name <i>D+B Engineers &amp; Architects P.C.</i>		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
	<i>Electrical Engineering Design for NCDPW Pump Station Mitigation East Avenue</i>	<i>TBD</i>

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

<sup>1</sup> 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.

<sup>2</sup> 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.


# APPENDIX G

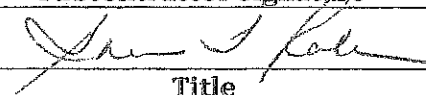


OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

## 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
	Steven A. Fangmann, P.E., BCEE
Title	Date
Executive Vice President	August 12, 2016

Subcontractor Signature	Print Name
	Sharon L. Robinson
Title	Date
President	August 10, 2016

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.

# APPENDIX G



OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> 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 Savin Engineers, PC		Project Name East Avenue Pump Station Repairs	
Bid/ Proposal No. PW-S3P311-08C	Assistance Agreement ID No. (if known)	Point of Contact Hussein M. Elzoghby, PE	
Address 1600 Calebs Path Extension, Suite 211, Hauppauge, NY 11788			
Telephone No. (631) 780-7017		Email Address helzoghby@savinengineers.com	
Prime Contractor Name D&B Engineers & Architects, PC		Issuing/Funding Entity: Nassau County DPW	

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
	Structural Design Services	TBD
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: NYC SBS/DEFO (MBE)		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> 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.

<sup>2</sup> 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.

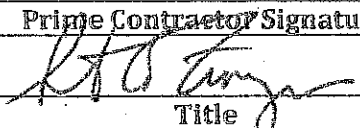
# APPENDIX G

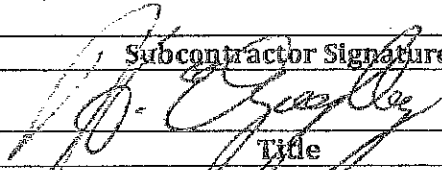


OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

## 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
	Steven A. Fangmann, P.E., BCEE
Title	Date
Executive Vice President	August 12, 2016

Subcontractor Signature	Print Name
	Hussein M. Elzoghby, PE
Title	Date
Senior Vice President	August 3, 2016

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.

## APPENDIX G



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**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 DBE<sup>1</sup> subcontractors<sup>2</sup> 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 D&B Engineers and Architects, P.C.		Project Name Pump Station Mitigation East Avenue Pump Station Repairs	
Bid/ Proposal No. PW-S3P311-08C	Assistance Agreement ID No. (if known)	Point of Contact Steven A. Fangmann, P.E., BCEE	
Address 330 Crossways Park Drive Woodbury NY 11797			
Telephone No. (516) 364-9890		Email Address sfangmann@db-eng.com	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<u>X</u> YES	<u>  </u> 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?
Lynstaar Engineering, P.C.	448-450 Manville Road Pleasantville, NY 10570 (914) 741-1290 srobinson@lynstaar.com	TBD	Yes
Savin Engineers, P.C.	1600 Calebs Path Extension, Suite 211 Happauge, NY 11788 (631) 780-7017 helzoghby@savinengineers.com	TBD	Yes

Continue on back if needed

<sup>1</sup> 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.

<sup>2</sup> 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.

# APPENDIX G



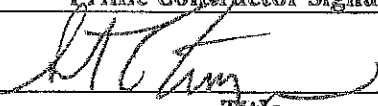
OMB Control No: 2090-0030

Approved: 8/13/2013

Approval Expires: 8/31/2015

## 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).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
	Steven A. Fangmann, P.E., BCEE
<b>Title</b>	<b>Date</b>
Executive Vice President	August 12, 2016

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.

## APPENDIX G

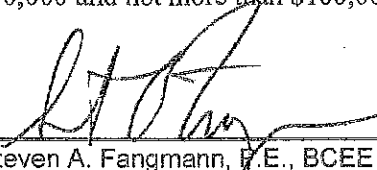
**CERTIFICATION  
FOR  
CONTRACTS, GRANTS, LOANS, AND  
COOPERATIVE AGREEMENTS  
40 CFR 34**

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: Steven A. Fangmann, P.E., BCEE  
Title: Executive Vice President  
Date: August 12, 2016

Contract ID: PW-S3P311-08C

## APPENDIX G

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# APPENDIX G

## 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: \$	EFC MWBE Goals		Total Paid to Prime	
Revised Contract Amt:	(Goals are applied to this amount and includes eligible change orders, amendments & waivers)	MBE: %	MBE Amt: \$	Total Paid this Month: \$	
		WBE: %	WBE Amt: \$	Total Paid to Date: \$	
		Total: %	Total Amt: \$		
NYS Certified MWBE Contractor & Subcontractor		Subcontractor Total Amount		Payments this Month	Previous Payments
		Original Revised			
Name:		Please Specify Any Revisions this Month			
Fed. Employer ID#:		<input type="checkbox"/> Subcontractor is REMOVED			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE		<input type="checkbox"/> NEW Subcontractor			
<input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:		<input type="checkbox"/> Subcontract Amt. INCREASED			
		<input type="checkbox"/> Subcontract Amt. DECREASED			
Name:		<input type="checkbox"/> Subcontractor is REMOVED			
Fed. Employer ID#:		<input type="checkbox"/> NEW Subcontractor			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE		<input type="checkbox"/> Subcontract Amt. INCREASED			
<input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:		<input type="checkbox"/> Subcontract Amt. DECREASED			
Name:		<input type="checkbox"/> Subcontractor is REMOVED			
Fed. Employer ID#:		<input type="checkbox"/> NEW Subcontractor			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE		<input type="checkbox"/> Subcontract Amt. INCREASED			
<input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:		<input type="checkbox"/> Subcontract Amt. DECREASED			
Name:		<input type="checkbox"/> Subcontractor is REMOVED			
Fed. Employer ID#:		<input type="checkbox"/> NEW Subcontractor			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE		<input type="checkbox"/> Subcontract Amt. INCREASED			
<input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:		<input type="checkbox"/> Subcontract Amt. DECREASED			

# **APPENDIX G** **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		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			12/23		
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			12/23		
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			12/23		
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			12/23		
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			12/23		
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			12/23		
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			12/23		
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			12/23		

# APPENDIX G

## 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						
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Additional Pages can be found at <a href="http://www.nysefc.org">www.nysefc.org</a>				TOTAL				
Please explain any revisions:								

# APPENDIX G

## 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		Male					Non-Hispanic/Latino					Female	
	Male	Female	White	Black/African American	Native Asian	American/Alaska Native	Native Two or More Races	White	Black/African American	Native Asian	American/Alaska Native	Native Two or More Races	Native Two or More Races	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
<b>TOTAL</b>	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)

**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.

**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*.

- **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
- **Two or More Races** - All persons who identify with more than one of the above five races.

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

**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

**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.

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

**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;

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

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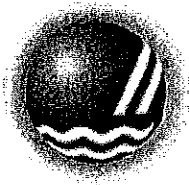
## **APPENDIX H**

### **NEW YORK CLEAN WATER STATE REVOLVING FUND; NEW YORK STATE DRINKING WATER STATE REVOLVING FUND; AMERICAN IRON AND STEEL GUIDANCE**

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## APPENDIX H



New York State Environmental Facilities Corporation  
625 Broadway Albany, New York 12207-2997  
(800) 882-9721 within New York State  
(518) 402-7396 Fax (518) 402-7456

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### **NEW YORK CLEAN WATER STATE REVOLVING FUND NEW YORK STATE DRINKING WATER STATE REVOLVING FUND AMERICAN IRON AND STEEL GUIDANCE**

The utilization of American Iron and Steel (AIS) is required in the construction of projects that meet all of the following conditions:

- for the construction, alteration, maintenance, or repair of a public water system or treatment works,
- that execute a financial assistance agreement with the NYS Environmental Facilities Corporation (EFC) between January 17 and September 30, 2014, inclusive, for assistance through either the Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF), and
- 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.

This document provides guidance to those who are subject to this requirement. Attachment 1 presents EPA's AIS guidance document that provides information on the following topics:

- AIS statutory authority
- Projects subject to the AIS requirement
- Iron and steel products covered by the AIS requirement
- AIS compliance requirements- documentation and recordkeeping
- AIS waiver process- the steps necessary to apply for a waiver from the AIS requirements

#### NYS Specific AIS Guidance

##### Contractual Language

All construction contracts and subcontracts that are subject to the AIS requirement must contain the contractual clause presented in Attachment 2. This AIS clause is also available on the EFC website ([www.efc.ny.gov](http://www.efc.ny.gov)) as a supplement to the EFC document titled "NY State Revolving Fund MWBE/EEO/DBRA Bid Packet for Construction Contracts".

##### Waiver Requests

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

1. The application of the AIS requirements would be inconsistent with the public interest,

## APPENDIX H

2. Iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality, or
3. Inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

The AIS waiver process is described in the EPA guidance document in Attachment 1. EPA 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 you are considering requesting an AIS waiver, you should develop the documentation as described in the EPA guidance, and submit the documentation to your EFC or DOH Project Engineer.

### De Minimis Waiver

EPA issued an AIS waiver for de minimis incidental iron and steel project components. This EPA waiver is Attachment 3. In order to take advantage of this AIS waiver, you will be required to develop and maintain certain records. Please refer to Attachment 3 for details.

### Inspections

EFC or DOH can be expected to conduct occasional site inspections that will include a review of AIS documentation for your project. Items that will be reviewed during these inspections include AIS certifications from vendors, suppliers, or manufacturers; contract and subcontracts to verify that the AIS contractual language has been included; and the lists of the incidental iron and steel project components that are claimed under the AIS de minimis waiver.

If you have questions, please contact either the EFC or DOH Project Engineer assigned to your project.

## APPENDIX H



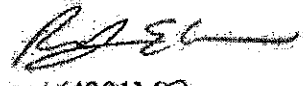
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

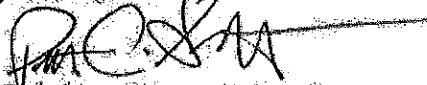
MAR 20 2014

OFFICE OF WATER

### MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014

FROM: For Andrew D. Sawyers, Director   
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director   
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors  
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

## APPENDIX H

### Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

## APPENDIX H

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

### **Project Coverage**

#### **1) What classes of projects are covered by the AIS requirement?**

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

#### **2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?**

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

#### **3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?**

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

#### **4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?**

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

## APPENDIX H

- 5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?**

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

- 6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?**

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

- 7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?**

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

- 8) What if a project has split funding from a non-SRF source?**

Many States intend to fund projects with “split” funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

## APPENDIX H

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

### **9) What about refinancing?**

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

### **10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?**

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12)

### **Covered Iron and Steel Products**

#### **11) What is an iron or steel product?**

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following 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 in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

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### **12) What does the term 'primarily iron or steel' mean?**

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

### **13) Can you provide an example of how to perform a cost determination?**

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

### **14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?**

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

### **15) What is the definition of steel?**

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

### **16) What does 'produced in the United States' mean?**

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the



## APPENDIX H

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

**17) Are the raw materials used in the production of iron or steel required to come from US sources?**

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

**18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?**

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

**19) What is the definition of 'municipal castings'?**

Municipal castings are 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;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- 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;

## APPENDIX H

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

### **20) What is 'structural steel'?**

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

### **21) What is a 'construction material' for purposes of the AIS requirement?**

Construction materials are those 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, angles, 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, and stationary screens.

### **22) What is not considered a 'construction material' for purposes of the AIS requirement?**

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, supervisory control and

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data acquisition (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, and dewatering equipment.

**23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?**

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

**24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?**

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

### **Compliance**

**25) How should an assistance recipient document compliance with the AIS requirement?**

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

## APPENDIX H

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 can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, 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. Step certification is the best practice.

### **26) How should a State ensure assistance recipients are complying with the AIS requirement?**

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

### **27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?**

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

## APPENDIX H

888-546-8740 or [OIG\\_Hotline@epa.gov](mailto:OIG_Hotline@epa.gov). More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

### **28) How do international trade agreements affect the implementation of the AIS requirements?**

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

### **Waiver Process**

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

### **Definitions**

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

## APPENDIX H

### Step-By-Step Waiver Process

#### Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: [cwsrfwaiver@epa.gov](mailto:cwsrfwaiver@epa.gov). For DWSRF waiver requests, please send the application to: [dwsrfwaiver@epa.gov](mailto:dwsrfwaiver@epa.gov).

## APPENDIX H

### Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: [http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm)
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

### Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

## APPENDIX H

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at [dorfman.jordan@epa.gov](mailto:dorfman.jordan@epa.gov) or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at [anderer.kirsten@epa.gov](mailto:anderer.kirsten@epa.gov) or (202) 564-3134.

Attachments



## APPENDIX H

### Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that you carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included with the waiver request.

Items
<b>General</b> <ul style="list-style-type: none"> <li>• Waiver request includes the following information: <ul style="list-style-type: none"> <li>— Description of the foreign and domestic construction materials</li> <li>— Unit of measure</li> <li>— Quantity</li> <li>— Price</li> <li>— Time of delivery or availability</li> <li>— Location of the construction project</li> <li>— Name and address of the proposed supplier</li> <li>— A detailed justification for the use of foreign construction materials</li> </ul> </li> <li>• Waiver request was submitted according to the instructions in the memorandum</li> <li>• Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor</li> </ul>
<b>Cost Waiver Requests</b> <ul style="list-style-type: none"> <li>• Waiver request includes the following information: <ul style="list-style-type: none"> <li>— Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products</li> <li>— Relevant excerpts from the bid documents used by the contractors to complete the comparison</li> <li>— Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers</li> </ul> </li> </ul>
<b>Availability Waiver Requests</b> <ul style="list-style-type: none"> <li>• Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: <ul style="list-style-type: none"> <li>— Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials</li> <li>— 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.</li> <li>— Project schedule</li> <li>— Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials</li> </ul> </li> <li>• Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought</li> <li>• Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?</li> </ul>

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## Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items		Yes	No	N/A	Comments
<b>Cost Waiver Requests</b>					
<ul style="list-style-type: none"> <li>Does the waiver request include the following information? <ul style="list-style-type: none"> <li>Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products</li> <li>Relevant excerpts from the bid documents used by the contractors to complete the comparison</li> <li>A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market</li> </ul> </li> <li>Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?</li> </ul>					
<b>Availability Waiver Requests</b>					
<ul style="list-style-type: none"> <li>Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? <ul style="list-style-type: none"> <li>Supplier information or other documentation indicating availability/delivery date for materials</li> <li>Project schedule</li> <li>Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials</li> </ul> </li> <li>Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?</li> <li>Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)</li> <li>Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested?</li> </ul>					
Examples include:					
<ul style="list-style-type: none"> <li>Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State</li> <li>Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States</li> <li>Correspondence with construction trade associations indicating the non-availability of the materials</li> </ul>					
<ul style="list-style-type: none"> <li>Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?</li> </ul>					

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### Appendix 5: Sample Certifications

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

\_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

## APPENDIX H

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

\_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

# APPENDIX H

## Attachment 2

### NY State Revolving Fund

### Construction Bid Packet

### Supplement for American Iron and Steel

The utilization of American Iron and Steel (AIS) is required in the construction of projects that meet all of the following conditions:

- for the construction, alteration, maintenance, or repair of a public water system or treatment works, and
- that execute a financial assistance agreement with the NYS Environmental Facilities Corporation (EFC) between January 17 and September 30, 2014, inclusive, for assistance through either the Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF), and
- did not have the project plans and specifications submitted for review by a state agency on or before January 17, 2014 and approved by a NYS agency before April 15, 2014.

#### ALL CONSTRUCTION CONTRACTS MUST CONTAIN THE FOLLOWING CLAUSE:

The Contractor 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 ("Purchaser") that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation (the "Corporation") 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 Contractor pursuant to this Agreement. The Contractor hereby represents and warrants that (a) the Contractor 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 Contractor 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 Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred

## APPENDIX H

by the Purchaser resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Corporation or any damages owed to the Corporation by the Purchaser). While the Contractor has no direct contractual privity with the Corporation, as a lender to the Purchaser for the funding of this project, the Purchaser and the Contractor agree that the Corporation 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 Corporation.

## APPENDIX H



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

OFFICE OF WATER

### DECISION MEMORANDUM

**SUBJECT:** De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

**FROM:** Nancy K. Stoner  
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the "American Iron and Steel (AIS)" requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel" (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency... finds that— (1) applying subsection (a) would be inconsistent with the public interest" 436(b)(1).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

## APPENDIX H

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

- What percentage of total project costs were consumables or incidental costs?
- What percentage of materials costs were consumables or incidental costs?
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.



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## REQUEST TO INITIATE

RTI Number 16-0329

## 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 Order

Project Title: PUMP STATION MITIGATION – East Avenue Pump Station Repairs – Contract No. S3P311-08C

Department: Public Works Project Manager: Thomas A. Immerso Date: August 11, 2016

Service Requested: Recommendation of Firm for Preliminary &amp; Detailed Design Services

Justification: Necessary for conversion of the East Avenue ejector station in Meadowmere Park (Inwood) into a pumping station. The two (2) existing ejector pods would be replaced by three (3) submersible pumps, each capable of handling peak flow plus a safety factor for redundancy/reliability.

Requested by: Department of Public Works Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$400,000.00 (approx.)  
Circle appropriate phaseTotal Project Cost: \$6,000,000 (approx.)  
Includes, design, construction and CMDate Start Work: Dec., 2016  
Phase being requestedDuration: 270 days  
Phase being requestedCapital Funding Approval: YES ☒ NO ☐ Th A Immerso 8/11/16  
SIGNATURE DATEFunding Allocation (Capital Project): 3P311  
See Attached Sheet if multiyear ☐NIFS Entered: 8/11/16  
SIGNATURE DATEAIM Entered: 8/31/16  
SIGNATURE DATEFunding Code: 3P311-008  
Use this on all encumbrancesTimesheet Code: 16-0329  
Use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐  
Supplemental Environmental DocumentationDepartment Head Approval: YES ☒ NO ☐ Th A Immerso  
SIGNATUREDCE/Ops Approval: YES ☒ NO ☐ Th A Immerso  
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
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DCE/Ops Approval: YES NO Signature \_\_\_\_\_

K:\ADMIN\Letters for Signature\Water Management\Perfetti\S3P311-08C RTI - Pump Station Mitigation.doc

8/12  
8/12

**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:** November 3, 2016

**SUBJECT:** Proposed Personal Services Agreement with  
D&B Engineers & Architects, P.C.  
Recommendation of Firm for Detailed Design Services  
Pump Station Mitigation – East Avenue Pump Station Repairs  
Proposed Agreement No. S3P311-08C

This Department intends to procure detailed design services for conversion of the East Avenue Ejector Station, located in Meadowmere Park, into a wet pit/dry pit pumping station, along with requisite repairs/replacements resulting from Hurricane Sandy, as well as requirements for Code/OSHA compliance items and flood mitigation measures.

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

Technical and Cost Proposals were received from two (2) firms (listed below) on August 12, 2016. 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 reviewed. The results of the technical evaluation are summarized below, along with each firm's total proposed design fee (based upon a \$4,000,000 construction budget).

<b>Firm Name</b>	<b>Tech Rank</b>	<b>Tech Rating</b>	<b>Proposed Design Fee Percentage</b>	<b>Total Design Fee (Div. A, B, C, D &amp; E)</b>	<b>Total Design Fee with 30% Contingency</b>
Gannett Fleming	1	91.8	9.00%	\$394,000.00	\$512,200.00
Dvirka & Bartilucci	2	91.0	7.625%	\$330,000.00	\$429,000.00

While Ganett Fleming's proposal was the highest technically rated, their original cost proposal (\$459,700) was higher than we anticipated for the scope of services. A discussion was had with representatives of Gannett Fleming to discuss their cost proposal, scope of services, and the anticipated project scope. After discussions, Gannett Fleming submitted a revised cost proposal of \$394,000 (\$512,200 with contingency) for this project.



Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive  
November 3, 2016

Page 2

SUBJECT: Proposed Personal Services Agreement with  
D&B Engineers & Architects, P.C.  
Recommendation of Firm for Detailed Design Services  
Pump Station Mitigation – East Avenue Pump Station Repairs  
Proposed Agreement No. S3P311-08C

As evidenced by the table above, Gannett Fleming had the highest technical rating while Dvirka & Bartilucci's proposed design fee percentage and total design fee were the lowest submitted. As Gannett Fleming's fee remains \$64,000.00 above Dvirka & Bartilucci's, in our professional judgment, the proposal submitted by Dvirka & Bartilucci, having only a slightly lower technical rating, but proposing a considerably lower and more reasonable design fee, represents the best value to the County.

The funding for these professional services is available under Capital Project 3P311. It is expected that the full cost of these services will be eligible for reimbursement by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

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

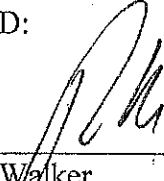
If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.

  
Richard P. Millet  
Chief Deputy Commissioner

RPM:KGA:JLD:rp

c: Shila Shah-Gavnoudias, Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit  
✓ Thomas A. Immerso, Sanitary Engineer II  
Loretta V. Dionisio, Hydrogeologist II

APPROVED:

  
Richard R. Walker  
Chief Deputy County Executive

  
Date

DISAPPROVED:

\_\_\_\_\_  
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:** August 23, 2016

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Pump Station Mitigation – Detailed Design Services  
Proposed Contract No. S3P311-08C

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:

Detailed design services for conversion of the East Avenue ejector station in Meadowmere Park (Inwood) into a pumping station. The two (2) existing ejector pods are to be replaced with three (3) submersible pumps, each sized to handle peak flow plus safety factor to provide redundancy & ensure reliability.

2. The work involves the following:

Scope of Work: Detailed design services inclusive of, but not limited to, provision of a TDR under Division A & detailed design services (30, 60, 90 & 100%) under Division B.

3. An estimate of the design cost is: \$400,000.00
4. An estimate of the duration is: Two hundred seventy (270) days

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



Kenneth G. Arnold  
Assistant to Commissioner

KGA:WSN:JLD:rp

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



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

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

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

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

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

Steven A. Fangmann, P.E., Executive Vice President

Name and Title of Authorized Representative

m/d/yy

Signature

Date

D&B Engineers and Architects, P.C.

Name of Organization

330 Crossways Park Drive, Woodbury, NY 11797

Address of Organization



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/22/2016

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  
HUBBINETTE-COWELL ASSOC INC  
1003 Park Blvd, #3  
Massapequa Park, NY 11762-2777

CONTACT  
NAME  
PHONE (A/C, No, Ext): (516) 795-1330 FAX (A/C, No) (516) 795-5101  
E-MAIL  
ADDRESS: info@hubbinette-cowell.com

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A	HARTFORD FIRE INS. CO.	19682
INSURER B	THE TRAVELERS INDEMNITY CO.	25658
INSURER C	CONTINENTAL CASUALTY CO.	20443
INSURER D		
INSURER E		
INSURER F		

INSURED D&B ENGINEERS AND ARCHITECTS, P.C.  
DBA DVIRKA & BARTILUCCI CONSULTING ENG.  
330 CROSSWAYS PARK DRIVE  
WOODBURY, NY 11797

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> CONTRACTUAL						MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> OTHER						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
B	UMBRELLA LIAB						EACH OCCURRENCE \$10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.I. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY						\$5,000,000 PER CLAIM
	\$100,000 SELF INSURED						\$5,000,000 AGGREGATE

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

PROOF OF INSURANCE. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED.

**CERTIFICATE HOLDER**

NASSAU COUNTY  
1550 FRANKLIN AVENUE  
MINEOLA, NY 11501

**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

## APPENDIX G

### 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](mailto:mwbe@efc.ny.gov).



# APPENDIX G

## 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 &amp; submit quarterly payment reports.</i>			
Authorized Representative:	Title:	Date:	
Authorized Rep. Company:	Email:	Phone #:	Date:
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 <a href="http://www.efc.ny.gov/mwbe">www.efc.ny.gov/mwbe</a>			
Firm Name: D&B Engineers and Architects, P.C.	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 checked="" 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: 330 Crossways Park Drive Woodbury NY 11797	Phone #: (516)364-9890	Fed. Employer ID #: 11-2393559	
Description of Work: Pump Station Mitigation			
Award Date: TBD	Start Date: 2016	Completion Date: 2018	
Total Contract Amount: \$ 330,000	MWBE GOAL Total		
MWBE Eligible Contract Amount: \$	MBE: 10%	\$33,000	PROPOSED MWBE Participation
(MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)	WBE: 10%	\$33,000	MBE: 10 % \$33,000
	Total: 20 %	\$66,000	WBE: 10 % \$33,000
			Total: 20 % \$66,000
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 checked="" 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 commercial useful function.			
Name (Please Type): Steven A. Fangmann			12/6/2016

**APPENDIX G**  
**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 #:	Contract Amount:	For EFC Use:
			MBE (\$)	WBE (\$)
<b>NYS Certified MWBE Contractor &amp; Subcontractor Info</b> (MBO to check certifications)				
Name: Lynstaar Engineering, P.C.		Fed. Employer ID#: 16-1692960		
Address: 448-450 Manville Rd., Pleasantville, NY 10570		Phone #: 914-741-1290		
Scope of Work: Electrical Services		Email: srobinson@lynstaar.com		
Select Only One: <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Other:		Start Date: 2016		
Full Contract Amount: \$		Completion Date: 2018		
Name: Savin Engineers, P.C.		Fed. Employer ID#: 06-1241917		
Address: 1600 Calebs Path Extension, Ste. 211, Hauppauge, NY 11788		Phone #: 631-780-7017		
Scope of Work: Structural Services		Email: scharbonneau@savinengineers.com		
Select Only One: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:		Start Date: 2016		
Full Contract Amount: \$		Completion Date: 2018		
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:		

# APPENDIX G

## 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:		PW-S3P311-08C

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			16													
Mid-Level Officials/Managers			3										1			
Professionals	7	3	91	4		12		2	23	1						
Technicians	1	1	21	6		4			1	2						
Sales Workers																
Administrative Support Workers	2	3	7						19	1			1			
Skilled Craftsmen																
Operatives Semi-Skilled																
Laborers & Helpers																
Service Workers																
TOTAL	10	7	138	10		16		2	44	4			2			
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): Steven A. Fangmann

Date: 8/12/2016

# APPENDIX G

## 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.