



Certified: --

**E-123-22**

Filed with the Clerk of the Nassau County  
Legislature on October 26, 2022 1:53pm

**NIFS ID: CLPW22000028**

Capital: X

Contract ID #: CFPW18000012

NIFS Entry Date: 09/16/2022

**Department: Public Works**

Service: Amendment #1-Design Services-Ocean Outfall  
Effluent Diversion-S3B116-03CR

Term: Six (6) years from NTP-Amendment is for additional  
funds only

Contract Delayed:

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds: X		
Blanket Resolution:		
Revenue:	Federal Aid: X	State Aid: X
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	Yes
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: WSP USA Inc.	ID#:111531569
Main Address: One Penn Plaza New York, NY 10119	
Main Contact: Laura Unger	
Main Phone: (206) 382-5282	

Department:
Contact Name: Christopher Vella
Address: NCDPW 3340 Merrick Road Building R, Third Floor Wantagh, NY 11793
Phone: (516) 571-7523
Email: awalsh@hazenandsawyer.com,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,cvella@nassaucountyny.gov

## Contract Summary

**Purpose:** This is Amendment 1 for Additional Funds to continue engineering design services for the Design-Build Bay Park Conveyance Project. The project will divert treated effluent from Bay Park STP to the Cedar Creek Plant and combine both plant effluents for discharge through the existing outfall pipe. The increase in funding is due to the complexity of the Design Build project requiring additional engineering services that were not included and not anticipated in the scope of the original contract. The additional engineering services will include review of the Design-Builder's design submittals and shop drawings, assistance with construction related issues and commissioning of the the Bay Park Conveyance System including system optimization and outfall

diffuser design. Total Amendment 1 amount if \$3,450,000.

**Method of Procurement:** Qualification Based Selection (QSB) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisors Resolution 928-1993 and the County Executive's Order No. 1 - 1993.

**Procurement History:** Advertised 5/22/18; Newsday, NYS Contract Reporter, Nassau County Procurement Website. Two (2) proposals received 6/29/2018, both responsive. WSP was selected based on having the highest rating proposal with reasonable design fee.

**Description of General Provisions:** Capital improvement for regulatory compliance. This Amendment provides for additional engineering services including review of the Design-Builder's design submittals and shop drawings, assistance with construction related issues and commissioning of the the Bay Park Conveyance System; and system optimization and outfall diffuser design.

**Impact on Funding / Price Analysis:** Funding source is EFC's Storm Mitigation Loan Program, which has a 15% Federal Grant and 85% State component. Total Amendment 1 amount \$3,450,000. Funds available in S3B116.

**Change in Contract from Prior Procurement:** Additional funding in the amount of \$3,450,000. Funds available in S3B116.

**Recommendation:** Approve as Submitted

## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CD2			00	PWCD2CD2	00002	PWCD2CD2 00002 S3B116 004	02	\$3,450,000.00
						<b>TOTAL</b>		<b>\$3,450,000.00</b>

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$517,500.00
State	\$2,932,500.00
Capital	\$0.00
Other	\$0.00
<b>Total</b>	<b>\$3,450,000.00</b>

## Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	09/19/2022 10:40AM	Approved
NIFS Final Approval	Roseann D'Alleva	09/19/2022 01:06PM	Approved
Final Approval	Roseann D'Alleva	09/19/2022 01:06PM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	09/19/2022 01:07PM	Approved
Final Approval	Roseann D'Alleva	09/19/2022 01:07PM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	09/19/2022 01:56PM	Approved
Approval as to Form	Richard Soleymanzadeh	09/20/2022 10:32AM	Approved
NIFS Approval	Daniel Gregware	09/20/2022 03:19PM	Approved
Final Approval	Daniel Gregware	09/20/2022 03:19PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	09/20/2022 09:25AM	Approved
NIFA Approval	Christopher Nolan	09/22/2022 03:16PM	Approved
Final Approval	Christopher Nolan	09/22/2022 03:16PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	09/22/2022 05:31PM	Approved
DCE Compliance Approval	Robert Cleary	09/22/2022 05:31PM	Approved
Vertical DCE Approval	Edward Powers	09/23/2022 07:52AM	Approved
Final Approval	Edward Powers	09/23/2022 07:52AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	10/26/2022 01:23PM	Approved

<b>Legislature</b>			
Final Approval			In Progress
<b>Comptroller</b>			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending



RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WSP USA, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with WSP USA, Inc., in connection with preparing a preliminary engineering report and perform all the usual and necessary design services in connection with the preparation of drawings, specifications, and cost estimate for the Ocean Outfall-Effluent Diversion Project suitable for advancing to final design or for public bidding of a Design-Build project based on an agreement, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with WSP USA, Inc.

## **AMENDMENT No. 1**

THIS AMENDMENT No. 1 (this Amendment), dated as of the date this Amendment is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) WSP USA, Inc., having its principal office at One Penn Plaza, New York, NY 10019 (the “Firm” or the “Contractor”).

W I T N E S S E T H:

WHEREAS, pursuant to County contract number S3B116-03CR between the County and the Firm, executed on behalf of the County on November 30, 2018 (the “Original Agreement”), the Firm performed certain services for the County in connection with the preliminary design and environmental consultation services associated with the Ocean Outfall Diversion Project, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the “Services”);

WHEREAS, the term of the Original Agreement, commenced on December 12, 2018 and shall terminate six (6) years from the Commencement Date (“Expiration Date”) as described in the “Original Agreement”. The Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years, delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date (the “Original Term”);

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Thirteen Million Seven Hundred Eighty-Eight Thousand Eighty-Three Dollars Forty Cents (\$13,788,083.40) (the “Maximum Amount”);

WHEREAS, the County and the Contractor desire to Amend the Original Services and increase the Maximum Amount by three million, four hundred fifty thousand dollars and no cents (\$3,450,000.00) for Additional Design-Build Technical Review Services.

WHEREAS, the County and the Contractor desire to refine the Detailed Scope of Services


WHEREAS, the County and the Contractor desire to Amend the Payment Schedule; and

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by three million, four hundred fifty thousand dollars and no cents (\$3,450,000.00), for services pertaining to Additional Design-Build Technical Reviews, so that the maximum amount the County shall pay to the Firm as full consideration for all Services provided under the Amended Agreement shall be Seventeen Million Two Hundred Thirty-Eight Thousand Eighty-Three Dollars Forty Cents (\$17,238,083.40) (the “Amended Maximum Amount”).
2. Updated Scope of Services. The Detailed Scope of Services is amended as per the attached amended Appendix A.
3. Updated Payment Schedule. The Payment Schedule is updated per the attached amended Appendix B.
4. Compliance with Law. Compliance requirements are updated per the attached Appendix C.
5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

WSP USA Inc.

By:   
Name: David Weiss

Title: VP/NY Transportation Business Lead

Date: 9/13/22

NASSAU COUNTY

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

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

Title: Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK


STATE OF NEW YORK)

)ss.:

COUNTY OF NY )

On the 13 day of September in the year 2022 before me personally came David Weiss to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the VP/NY Trans Lead of WSP USA Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

  
**ROSEMARY OLSZEWSKI**  
Notary Public, State of New York  
No. 01 OL6429686  
Qualified in Queens County  
Commission Expires February 22, 2026

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 202\_\_ 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 the \_\_\_\_\_ of \_\_\_\_\_, 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

## **APPENDIX A**

### **DETAILED SCOPE OF SERVICES**

#### **I. General Information**

Under a separate agreement, the County has authorized the County's program manager, the Program Management Joint Venture, hereinafter "PM-JV", to serve as the County's Program Manager for the Assignment. Additionally, other firms are expected to be contracted under the Diversion project. The roles and activities are not necessarily limited to the following:

- PM-JV: The PM-JV's activities will include, but are not necessarily limited to, verifying that the Firm's design conforms to the overall design intent of the County's improvement program, reviewing the Firm's submittals, schedule tracking, review of Firm's payment requests, and tracking progress and status of the assignment and project. Additionally, the PM-JV will provide technical support for easements as well as leading the community outreach/engagement task and SPDES related re-permitting.
- Design/Construction Firm(s): Under a separate contract(s) with the State and/or County, the role of the Design/Construction Firm(s) is to finalize design and construction. The Design/Construction Firm(s) may take the form of two separate firms for both design and construction services, respectively, or may take the form of one firm or joint venture should a Design-Build project delivery method be utilized.

#### **II. Preliminary Design Services**

##### **Scope Summary**

The following is a list of the major items and tasks that are required to be produced pursuant to this Agreement. The preceding list is not a limitation of the items to be produced as per the terms of this Agreement. Refer to Section IV – Additional Requirements for additional information.

- A. Preliminary Engineering Report;
- B. Design Criteria Package;
- C. Geotechnical Data Report and Geotechnical Baseline Report

#### **A. Preliminary Engineering Report**

The selected Firm shall prepare a Preliminary Engineering Report (PER) that will include, at a minimum, the following:

1. Description of existing conditions
2. Discussion of alternative designs
3. Life cycle costs for alternatives
4. Design recommendations
5. Design criteria/basis for design
6. A schedule of anticipated design drawings
7. Conceptual construction schedule
8. Conceptual cost estimate
9. Constructability, Operability and Feasibility
10. Risk Evaluation

While other documents may be cited for reference, the PER must be able to stand on its own as the basis for design. The firm shall submit the report in PDF format and ten [10] hard copies in draft form for review by

the County. The firm shall meet with the County to discuss review comments and then revise and resubmit in final form in PDF format and ten [10] hard copies. The PER shall conform to the requirements of the Clean Water State Revolving Fund (CWSRF) Engineering Report Outline

The PER shall be complete upon the written approval of the Commissioner.

All outputs will be in Word, AutoCAD and Excel compatible formats. In addition, all work will be compatible to the County's Geographic Information System (GIS). Please be aware that a license will be required from the County to utilize data from the County's GIS.

## **B. Design Services**

Upon County approval of the PER, the Firm agrees to perform all the usual and necessary design services in connection with the preparation of drawings, specifications, and cost estimate for the Ocean Outfall – Effluent Diversion Project (“Diversion” or “Project”) suitable for advancing to final design or for public bidding of a Design-Build project based on this Agreement (herein also referred to as “Design Services”).

As further defined by the elements listed under Item IV. 4., the Design Criteria Package shall include a set of drawings and a set of major specifications that represent all of the major Project concepts. This deliverable shall also be accompanied by a Design Report that provides narrative to support the key decisions. The Design Criteria Package shall include all necessary calculations, design criteria, operational and control narratives and schematics. The Firm shall include all layouts, easements, alignments, plans, and cross sections to describe the entire length of the proposed force main route as well as the tie-ins to the Bay Park and Cedar Creek effluent facilities. The condition of the existing ocean outfall pipe and outfall diffuser should also be discussed and included based on the results of the investigation.

## **C. Geotechnical Investigations and Reports**

Based on the preferred alignment, the Firm shall prepare a Geotechnical Data Report (GDR) and a Geotechnical Baseline Report (GBR) as described herein and conforming to ASCE Geotechnical Baseline Reports for Construction (2007). The GDR shall contain:

1. A description of the geologic and hydrogeologic (groundwater) settings
2. A description/discussion of the Project exploration program
3. Logs of all borings, trenches, and other site investigations
4. Results of all field and laboratory testing

The GBR shall explain the information presented in the GDR and to inform the final design team of the baseline conditions anticipated to be encountered during subsurface construction and how those condition will likely impact the Project's progression. The GBR shall:

1. Discuss the site and subsurface conditions related to the anticipated means and methods of the construction of the geotechnical-related elements of the Project
2. Present the geotechnical and construction considerations for the basis of the Design Criteria Package, and any specific requirements that may be included in the subsequent contract specifications including project monitoring and/or mitigation measures during construction.

## **D. Design Build Design Technical Review Services**

Upon written request by the Department, Contractor shall provide technical review assistance during design-build procurement phase and ongoing Project implementation. The number and complexity of requests for technical assistance will be affected by several factors which are not known in advance: other agencies oversight, policies and procedures, etc. The time required to provide a satisfactory response will vary based on factors such as the complexity of the inquiry. However, the overall scope of technical review related services shall include, not limited to:

- Provide input into the selection process for technical proposals and evaluation/selection criteria
- Review of technical proposal from shortlisted design-build teams

## **Task G – Additional Design-Build Technical Review Services**

Due to the complexity of the Design-Build project the Contractor shall provide additional technical review services during construction to support the County in timely approval of design related submittals, assistance with resolving construction related issues, support with Bay Park Conveyance System commissioning and project closeout; and any additional studies, as needed, including system optimization. The additional services will be provided when requested by the County and shall include the following items.

### **Item 1 - Review Design Builder's Design Submittals, Shop Drawings and Reports**

The Contractor shall review design packages for the permanent works of the project including Cedar Creek Pump Station HVAC upgrades, modification of tide gates and slide gates at Cedar Creek, slip lining and pits design, review of shop drawings for the permanent works and other construction submittals as required.

Provide report of findings from the second inspection of the Cedar Creek Outfall.

The Contractor shall upload completed logs, marked-up documents and other correspondence to the Kahua system for review by the County, Owner's Agent and other parties.

### **Item 2 - Respond to Design Builder's RFIs, FDCs, NDCs**

The Contractor shall review and respond to the Requests for Information (RFIs), Field Design Changes (FDCs) and Notices of Design Change (NDC) generally being related to the permanent works.

### **Item 3 - Assist Nassau County DPW with Construction Issues**

Upon request, the Contractor shall review arising construction issues, the Design-Builder's findings and proposed solutions, perform field visits as needed to obtain information, evaluate potential causes of construction problems, recommend potential solutions, and advise on how to reduce and mitigate future problems.

Throughout the project, the Contractor shall provide ongoing general assistance to the County, including attending weekly progress meetings, design and construction meetings, and other meetings as required, including supporting correspondence.

### **Item 4 - Assist Nassau County DPW and PMJV with System Commissioning**

When requested, the Contractor shall support the County and PMJV with the review of the commissioning works by attending meetings, reviewing documents, and providing expert advice on issues such as hydraulics, pump station equipment, and instrumentation and controls.

### **Item 5 - Assist Nassau County DPW and PMJV with Project Close-out**

The Contractor shall assist with reviews of punch list items to resolve remaining outstanding issues, review record documents (red-lined drawings), and any other close-out items as requested by the County.



## **Item 6 - Additional Studies**

Upon request, the Contractor shall provide additional studies required to maximize the value of the Conveyance Project. This should include, but not be limited to: analyzing hydraulic data to better understand system optimization and operations; design development of modified Cedar Creek outfall diffusers to lower maintenance costs; provide reports of all studies performed.

## **III. Environmental Consultation Services**

### **Scope Summary**

- A: Environmental review
- B: Permitting
- C: Ecological resources and other related surveying/ sampling consultation services, including oversight
- D: Support for property acquisition

Within the first 90-days following the Notice to Proceed, the Firm shall prepare and submit to the County and environmental work plan under consultation with the County and PM-JV. The environmental work plan should identify:

- Environmental review and permitting milestone dates, including draft, review, and comment periods as required by the relevant agencies, the County, and PM-JV. Timeline for draft and final environmental review and permitting deliverables will be aligned in order to ensure the successful execution of the Project. The work may need to be completed prior to submission of applications to Federal, State or local agencies for review of requests for issuance of discretionary permits, and/or the commencement of construction. It is the responsibility of the Firm to identify potential permits, including those permits which have already been obtained but may be modified due to changes in design or renewed.
- List of documents and information needed from the County to complete the environmental review and permitting efforts;
- Field studies;
- The environmental review document requirements;
- The permitting requirements (e.g. permit application, legal and other notices, public meeting and/or hearing support, permit modifications and/or renewals);
- Identification of discretionary and non-discretionary permits;
- A plan and process for obtaining temporary and permanent easements;
- List of required stakeholders interactions ranging from agency consultations and community outreach meetings.

The County and PM-JV will review and approve the environmental work plan. The environmental work plan shall be amended as needed throughout the term of this Agreement. It is possible that permits may need to be modified or renewed at some point during construction of the project, due to changes in design and/or means and methods. Components of each permit application submittal shall include the application form, drawings, supporting documentation as required by the specific agency reviewing the application(s). The Firm is responsible for payment of all fees required by agencies reviewing permit applications or for necessary newspaper publications.

### **Task Orders**

The County shall issue Task Orders to the Firm for services in accordance with the criteria described in the below-listed subject areas (See A. through D.). The County shall initiate a Task Order by way of a written request for a

detailed scope of work, schedule of deliverable(s), detailed budget and risk assessment. The Firm shall respond in writing with a Task Order proposal within the timeframe specified in the request.

#### **A. Environmental Review**

The Firm shall complete the appropriate type and level of documentation required for environmental review of the project, as dictated by the New York State and Federal laws and regulations pursuant to the New York State Environmental Quality Review Act (SEQRA) and the National Environmental Policy Act (NEPA).

The NEPA and, potentially, the SEQRA processes will require coordination between the Firm, the Design/Construction Firm(s), the PM-JV, the County, Federal and State lead agency. The PM-JV will review documents prepared by the Firm and oversee, on behalf of the County, the overall process.

The Firm shall develop sufficient information to formulate a project description, identify and assess project impacts, and identify mitigation measures. It should be noted that the PM-JV has already initiated consultations with some State Agencies (e.g. NYSOPHRP, NYSDOT, NYSDEC). Information and meeting minutes will be shared with the selected Firm. The Firm may need to conduct other consultations in completing the environmental review and permitting scope of work.

The Firm will attend required meetings as part of the environmental review process, and will develop meeting agendas, handouts, presentations, et cetera, as requested for the meetings in support of the environmental review process.

The Firm shall coordinate with the County, Design/Construction Firm(s) and the PM-JV in obtaining information on the fixed alignment to undertake an assessment of the project impacts, and, where necessary, in conducting field surveys, studies and investigations for the environmental review and permitting. The Firm will identify any potential data gaps and address those identified gaps via developing and implementing a plan to address aforementioned gaps.

#### **B. Permitting**

The proposed project and related services must comply with all applicable Federal, State, and local laws, rules, regulations, codes, ordinances, and standards. These may include but are not limited to the New York State General Municipal law, NEPA, SEQRA, New York State Pollution Discharge Elimination System (SPDES), local and State building, fire prevention, electrical and other codes, and ordinances and all other applicable Federal, State, and local regulations and codes.

The Firm shall obtain all permits required by Federal, State, and local laws, regulations and codes to secure permissions and identify traffic stipulations prior to construction and operation of the Project. A preliminary list of anticipated permits is included in the table below. The Firm shall identify and provide an up-to-date and a complete list as part of the work plan. The Firm shall also be responsible for preparing and obtaining all required permits.

As previously stated, the PM-JV has already initiated consultation with select agencies in advance of the environmental review process; however, the Firm shall initiate formal consultations with these agencies regarding required permits. It is the responsibility of the Firm to obtain relevant information, such as any Article 11 incidental takes, et cetera. The Firm shall be responsible for preparing plans (e.g., wetland mitigation/restoration, cultural resource artifact recovery, tree replacement, maintenance and protection of

traffic) that may be required for permit issuance or as a condition or stipulation of an issued permit or approval.

Agency/ Type	Anticipated Permit
United States Coast Guard (USCG)	<ul style="list-style-type: none"> <li>• Pre-Construction Notification</li> </ul>
National Oceanic and Atmospheric Administration National Marine Fisheries Service (NOAA NMFS)	<ul style="list-style-type: none"> <li>• Essential Fish Habitat Assessment and Endangered Species Act Consultation</li> <li>• Consultation - Section 305(b) (2-4) of the Magnuson-Stevens Act</li> <li>• Incidental Harassment Authorization</li> </ul>
United States Army Corps of Engineers (USACE)	<ul style="list-style-type: none"> <li>• Nationwide Permit No. 6 - Survey Activities</li> <li>• Nationwide Permit No. 12 - Utility Lines</li> </ul>
United States Fish and Wildlife Service (USFWS)	<ul style="list-style-type: none"> <li>• Consultation Section 7 of the Endangered Species Act)</li> </ul>
New York State Department of Environmental Conservation (NYSDEC)	<ul style="list-style-type: none"> <li>• Sediment Sampling and Analysis Plan Approval (if required due to modifications to diffuser)</li> <li>• Benthic Sampling and Analysis Plan Approval (if required if modifications to diffuser)</li> <li>• Stormwater Pollution Prevention Plan under SPDES General Permit for Stormwater Discharges from Construction Activity</li> <li>• SPDES Permit for Discharge to Surface Water for Construction Dewatering</li> <li>• Incidental Take Permit (Article 11)</li> <li>• Long Island Well Permit</li> <li>• Consultation - Natural Heritage Program</li> <li>• Consultation - Critical Environmental Areas</li> <li>• Article 15 Protection of Waters Permit</li> <li>• Article 25 Tidal Wetlands Act Permit</li> <li>• Article 24 Freshwater Wetlands Act Permit</li> <li>• Section 401 of the Clean Water Act - Water Quality Certification</li> </ul>
New York State Department of Transportation (NYSDOT)	<ul style="list-style-type: none"> <li>• Highway Work Permit</li> </ul>
New York State Department of State (NYSDOS)	<ul style="list-style-type: none"> <li>• Coastal Zone Management Program - Consistency Assessment</li> </ul>
New York State Office of Parks Recreation & Historic Preservation (NYSOPRHP)	<ul style="list-style-type: none"> <li>• Consultation - Section 106 of the National Historic Preservation Act of 1966</li> </ul>

Agency/ Type	Anticipated Permit
Nassau County Department of Public Works	<ul style="list-style-type: none"> <li>• Road Opening Permit</li> <li>• Sewer Permit</li> </ul>
Town of Hempstead	<ul style="list-style-type: none"> <li>• Floodplain Development Permit (Ch 348 "Flood Damage Prevention", Building Zone Ordinance)</li> <li>• Building Permit (Sections 272.A(9) and 310), Building Zone Ordinance, Chapter BZ, "Public Utility, Buildings, and Structures")</li> <li>• Freshwater Wetland Permit (Ch 165)</li> <li>• Structures in Waterways (Ch 168)</li> <li>• Excavations in Streets/Road Opening Permit</li> <li>• Tree Removal Permit</li> </ul>
Village of East Rockaway	<ul style="list-style-type: none"> <li>• Site Plan Approval</li> <li>• Stormwater Management and Erosion and Sediment Control</li> </ul>
Village of Rockville Centre	<ul style="list-style-type: none"> <li>• Freshwater Wetland Permit (Chapter 197)</li> <li>• Floodplain Development Permit (Chapter 188)</li> <li>• Stormwater Management and Erosion and Sediment Control (Chapter 286) Review of SWPPP preparation</li> </ul>
Village of Lynbrook	<ul style="list-style-type: none"> <li>• Stormwater Management and Erosion and Sediment Control</li> <li>• Tree permit</li> </ul>
Village of Freeport	<ul style="list-style-type: none"> <li>• SWPPP</li> </ul>
Utilities	<ul style="list-style-type: none"> <li>• Coordination on underwater utilities (initial coordination and if any revisions to design)</li> </ul>
Long Island Rail Road	<ul style="list-style-type: none"> <li>• Crossings approvals (initial coordination and if any revisions to design)</li> </ul>

### C. Field Studies and Oversight

The Firm shall coordinate with the Design/Construction Firm(s) and the PM-JV on the scheduling of field work. The Firm shall work with the Design/Construction Firm(s) to optimize the design to avoid, minimize or mitigate any and all adverse environmental impacts, and to obtain all necessary permits for the successful construction of the project. The Firm shall provide a work plan and input for all field studies to meet environmental review and permitting requirements. Some examples include:

- Phase 1 Environmental Site Assessment (ESA)
- Phase 2 ESA, as necessary, based on the results of the Phase 1 ESA, for the entire project area.
- Archaeological studies (Phase 1A and Phase 1B, if necessary, based on results of the archaeological studies from Phase 1A and consultation with the NYSHPO). It should be noted that the PM-JV initiated consultation with NYS SHPO previously. Refer to Attachment B for additional information, e.g. letters to agencies for consultations.
- Traffic and noise studies, in consultation with the Design/Construction Firm(s).

As part of the above activities, the Firm shall incorporate all field studies and oversight tasks in the Environmental Work Plan, coordinate with the PM-JV, the County and the Lead Agency for environmental

review on the proposed approach and timing relative to the environmental review and permitting processes for the Project. It shall be the responsibilities of the Firm to oversee the surveys, studies and investigations in a manner that satisfies the requirements of the environmental review scope, the NYS SHPO, and for agencies reviewing permit applications and issuing permits. The County and PM-JV shall provide input and support as needed on these surveys and review the study report(s) and document(s).

#### **D. Support for Property Acquisition**

The Firm, with assistance from the PM-JV, shall interface and provide support to the County for property acquisitions in the form of fee simple, permanent or temporary easements. The Firm shall provide technical and other support to the County in its efforts to secure permanent and temporary easements.

The proposed alignments, locations of maintenance shafts or vents may require temporary or permanent property easements, or fee simple acquisition. The Firm shall verify the availability of all property acquisitions and via coordination with the Design/Construction Firm(s), and the PM-JV and determine if there are any feasible alternatives for the review and coordination with the County.

The Firm shall provide information to the County on easements or other acquisitions required for the proposed project, including strategy, messaging, roster of properties requiring easements/right-of-way, impacts, et cetera. Any update in the design would require the Firm to coordinate with the Design/Construction Firm(s), the PM-JV and the County on any changes to impacted properties. Jurisdictional responsibilities shall be indicated for public roads, parks and facilities.

It is the role of the Firm to:

- Assist the County in identifying and evaluating the various properties requiring acquisition of rights of access and/or easements. Identify and maintain a roster of properties impacted by the proposed construction and final tunnel alignments - define properties that must be acquired as a whole or in part or if easements can be used; right-of-way potential impacts; property files, containing required information (e.g. lot and block numbers, size of property, size of easement sought); tracking of the right-of-way easements process
- Coordinate with the Design/Construction Firm(s) and PM-JV on the right-of-way requirements under waters of the US for the pipeline works and based on the zone of influence of the pipeline, provide to the PM-JV the right-of-way requirements for leasing of land under the Waters of the US
- Assist the County and PM-JV with information on assessed value (land and total) and other pertinent information (owner name, owner's address, property block and lot, property address) for right-of-way or property acquisition as necessary.

#### **IV. Additional Requirements for Design and/or Environmental Services**

The Firm shall be responsible for performing tasks and services necessary for developing preliminary design documents suitable for advancing to final design or for a publicly biddable design-build contract for the Project. All such tasks and services may not be specifically identified herein, but are clearly included or implied in the intent of this Agreement as they are; necessary to fulfill the Scope of Services; terms of funding; implied; or incidental, and as determined by the County with no time or cost implications.

1. In order to identify the scope of work pertaining to hazardous materials, if any for this Project, the Firm 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. The hazardous materials to be addressed include, but are not limited to, asbestos-containing materials, lead paint, mercury and PCB. The Final Design Criteria Package 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. 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 Firm 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 Firm and PM-JV.
3. Milestone Delivery Dates: Submit the Preliminary Engineering Report, Environmental and Permitting Work Plan, Draft and Final Design Criteria Package and Geotechnical Baseline Reports for the County and PM-JV review. Components of each submittal shall include drawings, key specifications, and a construction cost estimate. The Design Criteria Package shall be completed within 315 calendar days of the County's authorization to begin services (NTP). The schedule shall accommodate a minimum of 2 weeks of review time for each design submittal package. Below are the milestone dates, if the Firm misses any milestone the County reserves the right to cancel the remainder of the agreement.

Milestone #1:	a) Preliminary Engineering Report ) Environmental and Permitting Work Plan	90 days from NTP
Milestone #2:	Draft Design Criteria Package	150 days from NTP
Milestone #3:	a) Final Design Criteria Package b) GDR and GBR Package	315 days from NTP

4. The key deliverables in the Design Criteria Package include the following:
  - Complete Drawing List
  - Design Drawings (Advanced P&ID, Civil, Architectural, and Mechanical Disciplines; Basic Plan and Profile, Electrical, HVAC, and Structural Disciplines)
  - Final Hydraulic and Hydrologic Modeling
  - Final Hydraulic Profile, Process, and Major Equipment Calculations
  - Specifications Table of Contents, Specifications Not Included List, and Manufacturer's List
  - Draft Specifications for Major Items (major equipment, pipe, concrete, etc.)
  - Preliminary Control Narratives (or Strategies)
  - Final Hazard Investigations (asbestos, lead, mercury, etc.)
  - Calculations Log
  - Construction Cost Estimate
  - Risk Management Methodology
5. Drawings: The Firm shall prepare the design using 3D CAD models for this assignment. The Firm shall have complete professional liability for the Project drawings, whether or not developed from the standards furnished by another entity.
6. Specifications: The Firm shall be responsible for developing key technical specifications, to the extent possible, based on the recommended design approach as concluded from the PER.
7. Develop Risk Management Methodology to identify risks that may adversely affect the project and/or opportunities that may positively affect the project:
  - i. Identify all known and potentially unknown risks/opportunities that the project may face.
  - ii. Rate top twenty (10) risks/opportunities each with a score from 1 to 3 (most likely to least likely) for probability and impact of occurrence.
  - iii. Document triggers that will indicate if a risk/opportunity event is in play.
  - iv. Develop a risk mitigation plan in the event a trigger is initiated.
  - v. Recommend risk response recommendations to maximize the project efficacy with strategies to avoid, transfer, mitigate and/or accept risks and/or opportunities.

- vi. Estimate the value of risks/opportunities.
- 8. **Funding Compliance:** The County is currently receiving State and Federal funding support and is pursuing further funding opportunities with other State and Federal agencies program. As the County's program manager, the PM-JV is responsible for managing and ensuring the County is in compliance with the source funding requirements. However, the Firm, as part of their design services, shall provide support to the PM-JV, to the extent possible, in maintaining all source documentation needed to support the project in obtaining reimbursement and for auditing purposes. Examples of source documents are invoices, payment vouchers, employee timesheets, force account summary sheets, purchase orders, item slips, plans and specifications, design and/or construction contracts, insurance policies, environmental and historic clearance letters or permits, and etcetera.

Funding sources, such as the CWSRF from EFC, require a documented good faith of effort to pursue MBE/WBE participation, the County has a 30% goal for MBE/WBE and 6% goal for Service Disabled Veteran (SDVOB) participation for this project. In these instances, information such as quarterly reports and MBE/WBE utilization plan is required to be provided to EFC as part of the funding contract agreement. The Firm, as part of their scope, shall provide necessary support to the PM-JV in order for them to perform work effectively and to assist the County in complying with the contract. The requirements of this section regarding subcontracting and source funding apply to both Preliminary Design Services and Environmental Consultation Services. Any provisions related to Disadvantaged Business Enterprise (DBE) shall only apply to this Agreement if required by a federal funding source for this contract. If such federal funding requires DBE participation this agreement shall be modified accordingly, and such modification shall be prospective from the date of modification.

- 9. **Construction Cost Estimate:** A complete construction cost estimate, including all construction factors, allowances (if any, to account for easement and land acquisition), 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. The accuracy of such cost estimates shall increase with each successive milestone submittal. The Firm shall 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 at the end of the Preliminary Engineering Report phase of the project. This shall be considered a Class 2 cost estimate in accordance with AACE International recommended Practice 18R-97 (Revised 2016). Provide a Basis of Estimate document in accordance with AACE International Recommended Practice No. 34R-05.

Develop a Design Development construction cost estimate at the end of the Final Design Criteria Package phase of the project. This shall be considered a Class 1 cost estimate in accordance with AACE International recommended Practice 18R-97 (Revised 2016). Provide a Basis of Estimate document in accordance with AACE International Recommended Practice No. 34R-05.

- b. **Estimate Methodology**

Estimates shall be clearly quantified and detailed as to Labor, Material, and Equipment (construction assistance) components. 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.

Estimates shall 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. Estimates shall 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.

At the County’s direction estimates shall 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.

c. Funding Cost Breakdowns

At the start of the design development, all items that are determined as per PM-JV to be reimbursable by FEMA, EFC or other funding sources shall be segregated and independently estimated at each design level. Final bid documents are required to contain clear bid scope line items that will be reimbursable by the respective agency.

d. 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.

10. Data: Throughout the design, a variety of data will be developed/secured in various formats. These data may include but not be limited to: field or laboratory analytical data, designs and photos, and historical/published data. The formats may be write-ups, numerical/tabular, graphical, photographic, GPS/survey data, and data logs. The Firm shall give full and adequate consideration in the execution of the Project to the development and implementation of environmental data and GIS to manage, use and retrieve environmental data for either the PM-JV or the County.
11. Field Studies: All necessary field work such as geological, geographic, topographic/elevations, property line metes and bounds, foundation/basement surveys, etc. shall be undertaken by the Firm to complete the design deliverables defined in this RFP.

The Firm shall coordinate with the County and PM-JV on the scheduling of all fieldwork. To properly time the performance of field studies to support all aspects of this Project, the Firm shall coordinate with the County, PM-JV and Design/Construction Firm(s) on the proposed approach and timing relative to the environmental review and permitting processes for the Project.

The PM-JV has obtained letters from several agencies which highlight sensitive receptors that the Firm should be aware of during design for the construction and operations of the proposed Project. Those letters and replies are provided in Attachment B for informational purposes only.



12. The Firm shall record the outcome and stipulations of the environmental review processes in an Action Register. The Action Register shall be used to input any mitigating measures and stipulations into the construction specifications or design-build bid documents. The Action Register shall document requirements or conditions by the EIS or other environmental permits as related to the design.

Design milestones crucial to environmental permitting and review are described in the following subsection. Pertinent information and content, not limited to the following, needed for environmental review and permitting works are:

PER

- Alignment route; air vent locations; shaft locations fixed; permanent access and egress locations, conceptually at the intermediate shafts of the new force main and at the existing valve chambers of the existing aqueduct (see Attachment B)
- Construction methodology defined (e.g. TBM or pipe-jacking method determined, shaft concepts)
- Means and methods identified (e.g. parameters such as construction staging areas, laydown area location and size)
- Settlement analysis of buildings and structures influenced by the construction of the tunnels and proposal of mitigating measures when applicable.
- Transport planning, such as identifying the need for and potential routes of detours and/or lane closures along Sunrise Highway and at tunnel connection points along the existing 72-inch water line

Design Criteria Package

- Plan and elevation drawings for all elements
- Descriptions, plans, and drawings of proposed easements and alignments
- Plans and profiles of all subsurface pipes and tunnels
- Descriptions, plans, and drawings for all permanent easements, ventilation shafts, maintenance shafts, and maintenance access points
- Descriptions, plans, and drawings of proposed construction shafts

It is critical that the PER and Final Design Criteria Package be delivered within a specific timeframe in order to ensure approvals and permit stipulations/conditions are identified and accepted by the County.

13. Community and Stakeholder Engagement: Due to the nature of the works and potentially significant impacts, as well as environmental review and permit administrative procedures, engagement of the public and various stakeholders will be necessary. The Firm shall support the County, and the PM-JV on the creation of materials such as drawings, handouts, presentations, etc. for any public outreach related matters.

The Firm shall assist and support the Project's public and community outreach efforts by providing information on the technical scope of work, attending meetings with the public, and presenting on the proposed design and construction methodology. The Firm shall coordinate and allow the PM-JV time for review of information in advance of any meeting.

The Firm's activities shall include but not be limited to:

- Prepare information, presentation materials, and renderings for public meetings
- Answer technical questions, inquiries, and comments that are raised during public meetings or sent by the public, professional organizations, media, elected officials, the Client, the PM-JV, and other entities
- Prepare project information and provide to the PM-JV for handouts related to the alignment and design of the proposed project

14. The Firm shall 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 Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
15. The Firm shall submit written responses to all County and/or designated representatives review comments.
16. The Firm shall make periodic site visits as necessary for a complete understanding of the existing facilities and systems operations. The Firm shall coordinate with the County and PM-JV prior to such site visits.
17. The Firm shall review all comments and/or questions posed by prospective proposers. Keep a log of such comments/questions and prepare a written response to each for review and comment by the County/PM-JV.
18. The Firm shall prepare all necessary addenda to the proposal documents.
19. The Firm shall provide copies of any and all design calculations.

**APPENDIX B**  
**AMENDED PAYMENT SCHEDULE 1 (PRELIMINARY DESIGN SERVICES)**

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

**Preliminary Engineering Report (Division A)** lump sum fee: \$2,418,628.00

**Design Criteria Package (Division B)** lump sum fee: \$3,282,916.00

**Geotechnical Investigations and Reports (Division C)** lump sum fee: \$711,560.00

**Design-Build Technical Review Services (Division D)** capped at: \$3,547,662.28

**Additional Technical Services (Division E)** capped at: \$874,979.40

**Additional Design-Build Technical Review Services (Task G)** capped at: \$3,450,000

<b>Task G Additional Design-Build Technical Review Services</b>	<b>Not-To-Exceed</b>
Item 1 - Review Design Builder's Design Submittals, Shop Drawings and Reports	\$510,000
Item 2 - Respond to Design Builder's RFIs, FDCs, NDCs	\$420,000
Item 3 - Assist Nassau County DPW with Construction Issues	\$850,000
Item 4 - Assist Nassau County DPW and PM-JV with Commissioning	\$550,000
Item 5 - Assist Nassau County DPW and PM-JV with Project Close-out	\$430,000
Item 6 - Additional Studies	\$690,000
<b>TOTAL</b>	<b>\$3,450,000</b>

For the design (Division B) phase, the Firm's fee shall be payable as follows:

<u>Phase of Work</u>	<u>% of Fee (cumulative)</u>
Draft Design Criteria Package	30%
Final Design Criteria Package	60%
Approved Design Criteria Package	100%

**Partial Payments** - The Firm's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed for each 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.

**Extra Services or Additional Costs** - If the Firm 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 Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, 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 Firm 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 Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two 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.

The Contractor's services under **Division D** shall be compensated based on negotiated hourly rates or lump sum. Each such work will be initiated by the County and have its own scope and schedule. Contractor shall perform Division D services upon receipt of written authorization including estimated budget or lump sum price.

## APPENDIX B

### AMENDED PAYMENT SCHEDULE 2 (ENVIRONMENTAL CONSULTATION SERVICES)

Payment to the Firm for environmental consultation services as outlined in “Appendix A,” including any extra services Payment to the Firm for all services as outlined in “Appendix A,” including any extra services that may be authorized under this Agreement, shall follow the Cost Proposal Sheet, and negotiated with the County as part of each task order. **Partial Payments** - The Firm’s fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor’s work completed 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.

The budget ceiling for the environmental services scope is \$2,952,337.72 (inclusive of all markups, fees and expenses). Each Task Order will be initiated by the County and have its own scope, schedule, and budget. There is no guaranty that the full budgeted amount will be spent.

Maximum billable rate of the Principal, after application of any and all multipliers shall not exceed \$225/hour. Maximum billable rate of the Project Manager, after application of any and all multiplier shall not exceed \$175/hour. Firms will receive compensation for expenses and other direct costs related to field investigation. Exact compensation will be negotiated for each task order.

The hourly billing rates are as follows:

Task	Principal	Project Manager	Technical Engineer I	Technical Engineer II	Senior Scientist	Project Scientist	Field Supervisor	Field Assistant	Senior or Legal Counsel	Legal Assistant
Administration and Project Management	\$225	\$175	\$114	\$133	\$294	\$181	\$120	\$95	\$500	\$150
Permits and Environmental Review	\$225	\$175	\$114	\$133	\$294	\$181	\$120	\$95	\$500	\$150
Field Sampling	\$225	\$175	\$114	\$133	\$294	\$181	\$120	\$95	\$500	\$150
Support for Property Acquisition	\$225	\$175	\$114	\$133	\$294	\$181	\$120	\$95	\$500	\$150

**Extra Services or Additional Costs** - If the Firm 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 Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, 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.

**APPENDIX “C”**  
**AMENDED ADDITIONAL COMPLIANCE WITH LAW REQUIREMENTS**

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the “Vendor Code of Ethics”), and will comply with all of its provisions;
- (ii) All of the Contractor’s Participating Employees, as such term is defined in the Vendor Code of Ethics (the “Participating Employees”), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.



## Nassau County Interim Finance Authority

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

**1. Vendor: WSP USA Inc.**

**2. Amount requiring NIFA approval: \$3,450,000.00**

**Amount to be encumbered: \$3,450,000.00**

Slip Type: 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: to Six (6) years from NTP-Amendment is for additional funds only**

Has work or services on this contract commenced? No

If yes, please explain:

**4. Funding Source:**

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	15	
State %	85	
County %	0	

Is the cash available for the full amount of the contract? No

If not, will it require a future borrowing? Yes

Has the County Legislature approved the borrowing? Yes

Has NIFA approved the borrowing for this contract? No

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

This is Amendment 1 for Additional Funds to continue engineering design services for the Design-Build Bay Park Conveyance Project. The project will divert treated effluent from Bay Park STP to the Cedar Creek Plant and combine both plant effluents for discharge through the existing outfall pipe. The increase in funding is due to the complexity of the Design Build project requiring additional engineering services that were not included and not anticipated in the scope of the original contract. The additional engineering services will include review of the Design-Builder's design submittals and shop drawings, assistance with construction related issues and commissioning of the the Bay Park Conveyance System including system optimization and outfall diffuser design. Total Amendment 1 amount if \$3,450,000.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------



## AUTHORIZATION

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

CNOLAN

09/22/2022

---

**Authenticated User**

**Date**

---

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

**If this is a capital project:**

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

---

**Authenticated User**

**Date**

---

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

---

**Authenticated User**

**Date**

---

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

Elaine Phillips  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: \_\_\_\_\_

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

FEDERAL TAX ID #: [REDACTED] \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Roseann D'Alleva*

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

\_\_\_\_\_  
Date

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

# Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

## Vendor Disclosures

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

Name of Submitting Entity: WSP USA Inc.

Vendor's Address: One Penn Plaza, 4th Floor New York NY US 10119

Vendor's EIN or TIN: [REDACTED]

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

Political Campaign Contribution Disclosure Form:  
04/15/2022 10:53:47 AM

Lobbyist Registration and Disclosure Form:  
04/15/2022 11:01:49 AM

Business History Form certified:  
09/12/2022 03:26:26 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
09/12/2022 12:59:32 PM

# Principal Questionnaire(s)

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

Principal Name	Date Certified
Hillary F. Jassey[HILLARY.JASSEY@WSP.COM]	08/18/2022 01:38:50 PM
Andrew Esposito[ANDREW.ESPOSITO@WSP.COM]	08/19/2022 08:42:26 AM
Lewis Cornell[LOU.CORNELL@WSP.COM]	08/18/2022 04:03:07 PM
Bernard P. McNeilly[BERNIE.MCNEILLY@WSP.COM]	08/19/2022 08:44:14 AM
Rebecca Ashton[REBECCA.ASHTON@WSP.COM]	09/15/2022 02:08:24 PM

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

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

## CERTIFICATION

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

Laura S. Unger LAURA.UNGER@WSP.COM

*Name*

Assistant General Counsel, Regulatory Compliance

*Title*

WSP USA Inc.

*Name of Submitting Entity*

09/15/2022 02:15:36 PM

*Date*



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

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

Laura S. Unger [LAURA.UNGER@WSP.COM]

Dated: 04/15/2022 10:53:47 AM

Vendor: WSP USA Inc.

Title: Assistant General Counsel, Regulatory Compliance

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

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.



## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Andrew Esposito  
Date of birth:                       
Home address:                       
City:                      State/Province/Territory:            Zip/Postal Code:             
Country: US

Business Address: 1100 Town and Country Road  
City: Orange State/Province/Territory: CA Zip/Postal Code: 92868  
Country: US  
Telephone: 714-973-4880

Other present address(es):  
City: Orange State/Province/Territory: CA Zip/Postal Code: 92868  
Country: US  
Telephone:                     

List of other addresses and telephone numbers attached

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

President	<u>                    </u>	Treasurer	<u>03/18/2020</u>
Chairman of Board	<u>                    </u>	Shareholder	<u>                    </u>
Chief Exec. Officer	<u>                    </u>	Secretary	<u>                    </u>
Chief Financial Officer	<u>03/18/2020</u>	Partner	<u>                    </u>
Vice President	<u>                    </u>		
(Other)	<u>                    </u>		

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

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

See Attachment A. It should be noted that this principal was not a principal at the time of The Louis Berger

1 File(s) Uploaded: Esposito\_2022-08.pdf

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.

As a nationally known professional services firm active across sectors including advisory, buildings, water and environment, industrial and energy, and transportation and infrastructure, WSP USA Inc. and its affiliates have been awarded hundreds of government contracts.

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

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

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

On April 1st, 2018, WSP USA Inc. and its affiliates, which includes WSP International LLC (f/k/a Parsons Brinckerhoff International, LLC), renewed its workers' compensation insurance with Liberty Mutual. At no time was there a lapse in our workers' compensation coverage. However, the administrative action of notifying the NYS Workers' Compensation Board of coverage for WSP International LLC was not successfully transmitted. Thus, the state was not kept current on our coverage and WSP International LLC was debarred. Evidence of coverage was provided to the state and the debarment was lifted on February 19, 2019.

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

See attached.

1 File(s) Uploaded: 12 License Sanctions.pdf

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

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

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

**CERTIFICATION**

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

WSP USA Inc.

Name of submitting business

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

Andrew Esposito [ANDREW.ESPOSITO@WSP.COM]

Chief Financial Officer and Treasurer

Title

08/19/2022 08:42:26 AM

Date

**Andrew C. Esposito**

Mr. Esposito does not have an ownership interest in any firm.

Compac Sorting Equipment, Inc. is unrelated to WSP.

<b>Firm</b>	<b>Title</b>	<b>Date Affiliation Ended</b>
Engineering Employees Services Corporation	Senior Vice President, Treasurer and Director	Current
Englekirk Institutional, Inc.	Senior Vice President, Treasurer and Director	Current
Englekirk Partners Consulting Structural Engineers, LLC	Senior Vice President and Treasurer	Current
Englekirk Structural Engineers, Inc.	Senior Vice President, Treasurer and Director	Current
tklsc	Senior Vice President, Treasurer and Director	Current
Louis Berger Aircraft Services, Inc.	Senior Vice President, Treasurer and Director	Current
Louis Berger Hawthorne Services, Inc.	Senior Vice President, Treasurer and Director	Current
Louis Berger Services, Inc.	Senior Vice President, Treasurer and Director	Current
Parsons Brinckerhoff Holdings Inc.	EVP, CFO, Treasurer and Director	Current
WSP International LLC	Treasurer and Director	Current
Walsh Environmental LLC	Director	Current
WSP Michigan Inc.	Controller	Current
WSP USA Administration Inc.	SVP, Controller and Director	Current
WSP USA Asset Maintenance Services, LLC	SVP, Treasurer and Director	Current
WSP USA Buildings Inc.	CFO, Treasurer and Director	Current
WSP USA Design Inc.	Controller	Current
WSP USA Holdings, Inc.	Executive Vice President, CFO, Treasurer & Director	Current
WSP USA Services Inc.	SVP, Treasurer and Director	Current
WSP USA Solutions Inc.	SVP, Treasurer and Director	Current
Earth Consulting Group, Inc.	SVP, Treasurer and Director	12/30/2021 (firm merged into WSP USA Inc.)
EarthCon Consultants CA, Inc.	SVP, Treasurer and Director	12/30/2021 (firm merged into WSP USA Inc.)
EarthCon Consultants, Inc.	SVP, Treasurer and Director	12/30/2021 (firm merged into WSP USA Inc.)
Petra Analytics, LLC	SVP, Treasurer and Director	12/1/2021 (firm merged into Earth Consulting Group Inc.)
PB Power Inc.	SVP, Controller and Director	8/2/2021 (firm sold)
Leach Wallace Associates, Inc.	VP, Treasurer and Director	6/28/2021 (firm merged into WSP USA Buildings Inc.)
LT Environmental, Inc.	VP, Treasurer and Director	11/2/2020 (firm merged into WSP USA Inc.)
Ecology and Environment, Inc.	SVP, Treasurer	9/2/2020 (firm merged into WSP USA Inc.)
Compac Sorting Equipment, Inc.	Director Group Finance Operations	January 2020

**12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?**

In 2018, WSP USA Inc. failed to renew its professional engineering Certificate of Authorization with the Ohio State Board of Registration for Professional Engineers and Surveyors (the "Board") prior to its expiration. Because the firm had been late in renewing the COA in the past, the Board and WSP entered into a settlement agreement, which included a fine, in lieu of formal hearing or legal proceedings. The settlement agreement was executed, the fine was paid, and WSP's COA was reissued.

In its 2019 professional engineering license renewal application submitted to the South Carolina State Board of Registration for Professional Engineers and Surveyors (the "SC Board"), WSP USA Inc. inadvertently failed to disclose the disciplinary action taken against the firm in Ohio. In response, the SC Board and WSP entered into a consent agreement, which included a fine and public reprimand against WSP.

In its March 2022 Morrisville, North Carolina branch office professional engineering registration submitted to Commonwealth of Virginia Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designs and Landscape Architects ("Virginia Board"), WSP USA Inc. disclosed the disciplinary actions taken by equivalent boards in Ohio and South Carolina. The Virginia Board issued WSP an Agreement for Registration, placing the firm in a one-year probationary period. The agreement did not result in a monetary penalty.

## 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: Bernard McNeilly  
Date of birth:                       
Home address:                       
City:                      State/Province/Territory:            Zip/Postal Code:             
Country: US

Business Address: One Penn Plaza, 4th Floor  
City: New York State/Province/Territory: NY Zip/Postal Code: 10119  
Country: US  
Telephone: 2124655000

Other present address(es):  
City:                      State/Province/Territory:            Zip/Postal Code:             
Country:                       
Telephone:                     

List of other addresses and telephone numbers attached

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

President	<u>10/08/2019</u>	Treasurer	<u>                    </u>
Chairman of Board	<u>                    </u>	Shareholder	<u>                    </u>
Chief Exec. Officer	<u>                    </u>	Secretary	<u>                    </u>
Chief Financial Officer	<u>                    </u>	Partner	<u>                    </u>
Vice President	<u>                    </u>		
(Other)	<u>                    </u>		

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

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

WSP P.C., Vice President and owner.



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.

WSP P.C. was established to perform professional services within the District of Columbia and other jurisdictions which require a professional corporation to provide licensed professional services, such as civil engineering. The firm has been awarded contracts by government entities such as District of Columbia Dept. of Transportation.

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

See attached

1 File(s) Uploaded: 12 License Sanctions.pdf

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

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

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

**CERTIFICATION**

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

WSP USA Inc.

Name of submitting business

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

Bernard P. McNeilly [BERNIE.MCNEILLY@WSP.COM]

President and CEO

Title

08/19/2022 08:44:14 AM

Date

**12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?**

In 2018, WSP USA Inc. failed to renew its professional engineering Certificate of Authorization with the Ohio State Board of Registration for Professional Engineers and Surveyors (the "Board") prior to its expiration. Because the firm had been late in renewing the COA in the past, the Board and WSP entered into a settlement agreement, which included a fine, in lieu of formal hearing or legal proceedings. The settlement agreement was executed, the fine was paid, and WSP's COA was reissued.

In its 2019 professional engineering license renewal application submitted to the South Carolina State Board of Registration for Professional Engineers and Surveyors (the "SC Board"), WSP USA Inc. inadvertently failed to disclose the disciplinary action taken against the firm in Ohio. In response, the SC Board and WSP entered into a consent agreement, which included a fine and public reprimand against WSP.

In its March 2022 Morrisville, North Carolina branch office professional engineering registration submitted to Commonwealth of Virginia Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designs and Landscape Architects ("Virginia Board"), WSP USA Inc. disclosed the disciplinary actions taken by equivalent boards in Ohio and South Carolina. The Virginia Board issued WSP an Agreement for Registration, placing the firm in a one-year probationary period. The agreement did not result in a monetary penalty.

## 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: Hillary F. Jassey  
 Date of birth: [REDACTED]  
 Home address: [REDACTED]  
 City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country: US

Business Address:		One Penn Plaza	
City:	<u>New York</u>	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>10119</u>
Country	<u>US</u>		
Telephone:	<u>2124655000</u>		

Other present address(es): \_\_\_\_\_  
 City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
 Country: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	06/01/2015
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.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

See Attachment A. It should be noted that this principal was not a principal at the time of The Louis Berger

1 File(s) Uploaded: Jassey\_2022-04.pdf

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.

As a nationally known professional services firm active across sectors including advisory, buildings, water and environment, industrial and energy, and transportation and infrastructure, WSP USA Inc. and its affiliates have been awarded hundreds of government contracts.

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

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

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

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

On April 1st, 2018, WSP USA Inc. and its affiliates, which includes WSP International LLC (f/k/a Parsons Brinckerhoff International, LLC), renewed its workers' compensation insurance with Liberty Mutual. At no time was there a lapse in our workers' compensation coverage. However, the administrative action of notifying the NYS Workers' Compensation Board of coverage for WSP International LLC was not successfully transmitted. Thus, the state was not kept current on our coverage and WSP International LLC was debarred. Evidence of coverage was provided to the state and the debarment was lifted on February 19, 2019.

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

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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



10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

See attached.

1 File(s) Uploaded: 12 License Sanctions.pdf

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

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

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

**CERTIFICATION**

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

WSP USA Inc.

Name of submitting business

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

Hillary F. Jassey [HILLARY.JASSEY@WSP.COM]

Secretary

Title

08/18/2022 01:38:50 PM

Date

### Hillary F. Jassey

Ms. Jassey does not have an ownership interest in any firm.

<b>Firm</b>	<b>Title</b>	<b>Date Affiliation Ended</b>
Engineering Employees Services Corporation	Secretary	Current
Englekirk Institutional, Inc.	Secretary	Current
Englekirk Partners Consulting Structural Engineers, LLC	Secretary	Current
Englekirk Structural Engineers, Inc.	Secretary	Current
Golder Associates USA Inc.	Assistant Secretary	Current
tklsc	Secretary	Current
Louis Berger Aircraft Services, Inc.	Assistant Secretary	Current
Louis Berger Hawthorne Services, Inc.	Assistant Secretary	Current
Louis Berger Services, Inc.	Assistant Secretary	Current
Parsons Brinckerhoff Holdings Inc.	Assistant Secretary	Current
WSP International LLC	Secretary	Current
WSP Michigan Inc.	Secretary	Current
WSP USA Administration Inc.	Secretary	Current
WSP USA Asset Maintenance Services, LLC	Assistant Secretary	Current
WSP USA Buildings Inc.	Assistant Secretary	Current
WSP USA Design Inc.	Secretary	Current
WSP USA Holdings Inc.	Assistant Secretary	Current
WSP USA Services Inc.	Secretary	Current
WSP USA Solutions Inc.	Assistant Secretary	Current
Earth Consulting Group, Inc.	Secretary	12/30/2021 (firm merged into WSP USA Inc.)
EarthCon Consultants CA, Inc.	Secretary	12/30/2021 (firm merged into WSP USA Inc.)
EarthCon Consultants, Inc.	Secretary	12/30/2021 (firm merged into WSP USA Inc.)
Petra Analytics, LLC	Secretary	12/1/2021 (firm merged into Earth Consulting Group Inc.)
PB Power Inc.	Secretary	8/2/2021 (firm sold)
Leach Wallace Associates, Inc.	Secretary	6/28/2021 (firm merged into WSP USA Buildings Inc.)
LT Environmental, Inc.	Secretary	11/2/2020 (firm merged into WSP USA Inc.)
Ecology and Environment, Inc.	Secretary	9/1/2020 (firm merged into WSP USA Inc.)
Everest Acquisition Corp.	Assistant Secretary	12/31/2019 (firm merged into Ecology and Environment Inc.)
Louis Berger Logistics Services, Inc.	Assistant Secretary	8/2/2019 (merged into Louis Berger Hawthorne Services, Inc.)
Louis Berger Power, LLC	Assistant Secretary	8/2/2019 (merged into Louis Berger Hawthorne Services, Inc.)
BergerABAM Inc.	Assistant Secretary	4/26/2019 (firm merged into WSP USA Inc.)

**12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?**

In 2018, WSP USA Inc. failed to renew its professional engineering Certificate of Authorization with the Ohio State Board of Registration for Professional Engineers and Surveyors (the "Board") prior to its expiration. Because the firm had been late in renewing the COA in the past, the Board and WSP entered into a settlement agreement, which included a fine, in lieu of formal hearing or legal proceedings. The settlement agreement was executed, the fine was paid, and WSP's COA was reissued.

In its 2019 professional engineering license renewal application submitted to the South Carolina State Board of Registration for Professional Engineers and Surveyors (the "SC Board"), WSP USA Inc. inadvertently failed to disclose the disciplinary action taken against the firm in Ohio. In response, the SC Board and WSP entered into a consent agreement, which included a fine and public reprimand against WSP.

In its March 2022 Morrisville, North Carolina branch office professional engineering registration submitted to Commonwealth of Virginia Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designs and Landscape Architects ("Virginia Board"), WSP USA Inc. disclosed the disciplinary actions taken by equivalent boards in Ohio and South Carolina. The Virginia Board issued WSP an Agreement for Registration, placing the firm in a one-year probationary period. The agreement did not result in a monetary penalty.

## 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: Lewis Cornell  
 Date of birth: [REDACTED]  
 Home address: [REDACTED]  
 City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country: US

Business Address:		1100 Town and Country Road, Suite 200	
City:	Orange	State/Province/Territory:	CA
Country	US		
Telephone:	2124655000		

Other present address(es): \_\_\_\_\_  
 City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
 Country: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	10/15/2019	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.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

See Attachment A. It should be noted that this principal was not a principal at the time of The Louis Berger

1 File(s) Uploaded: Cornell\_2022-08.pdf

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.

As a nationally known professional services firm active across sectors including advisory, buildings, water and environment, industrial and energy, and transportation and infrastructure, WSP USA Inc. and its affiliates have been awarded hundreds of government contracts.

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

See attached.

1 File(s) Uploaded: 12 License Sanctions.pdf

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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



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

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

**CERTIFICATION**

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

WSP USA Inc.

Name of submitting business

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

Lewis Cornell [LOU.CORNELL@WSP.COM]

CEO and Executive Vice President

Title

08/18/2022 04:03:07 PM

Date

**Lewis P. Cornell**

Mr. Cornell does not have an ownership interest in any firm.

Jacobs Engineering Group Inc. is unrelated to WSP.

<b>Firm</b>	<b>Title</b>	<b>Date Affiliation Ended</b>
Engineering Employees Services Corporation	President and Director	Current
Englekirk Institutional, Inc.	President and Director	Current
Englekirk Partners Consulting Structural Engineers, LLC	President	Current
Englekirk Structural Engineers, Inc.	President and Director	Current
tklsc	President and Director	Current
Louis Berger Aircraft Services, Inc.	Director and SVP	Current
Louis Berger Hawthorne Services, Inc.	Director and President	Current
Louis Berger Services, Inc.	Director and President	Current
Parsons Brinckerhoff Holdings Inc.	Director, CEO, and President	Current
WSP USA Administration Inc.	Director and President	Current
WSP USA Asset Maintenance Services, LLC	President and Director	Current
WSP USA Buildings Inc.	Executive Vice President	Current
WSP USA Holdings Inc.	President, CEO, and Director	Current
WSP USA Services Inc.	Director and President	Current
WSP USA Solutions Inc.	Executive Vice President	Current
Earth Consulting Group, Inc.	President and Director	12/30/2021 (firm merged into WSP USA Inc.)
EarthCon Consultants CA, Inc.	President and Director	12/30/2021 (firm merged into WSP USA Inc.)
EarthCon Consultants, Inc.	President and Director	12/30/2021 (firm merged into WSP USA Inc.)
Petra Analytics, LLC	President and Director	12/1/2021 (firm merged into Earth Consulting Group Inc.)
Leach Wallace Associates, Inc.	Director and President	6/28/2021 (firm merged into WSP USA Buildings Inc.)
LT Environmental, Inc.	Director and President	11/2/2020 (firm merged into WSP USA Inc.)
Ecology and Environment, Inc.	President	9/2/2020 (firm merged into WSP USA Inc.)
Everest Acquisition Corp.	Director and President	12/31/2019 (firm merged into Ecology and Environment Inc.)
Jacobs Engineering Group Inc.	SVP	October 2019

**12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?**

In 2018, WSP USA Inc. failed to renew its professional engineering Certificate of Authorization with the Ohio State Board of Registration for Professional Engineers and Surveyors (the "Board") prior to its expiration. Because the firm had been late in renewing the COA in the past, the Board and WSP entered into a settlement agreement, which included a fine, in lieu of formal hearing or legal proceedings. The settlement agreement was executed, the fine was paid, and WSP's COA was reissued.

In its 2019 professional engineering license renewal application submitted to the South Carolina State Board of Registration for Professional Engineers and Surveyors (the "SC Board"), WSP USA Inc. inadvertently failed to disclose the disciplinary action taken against the firm in Ohio. In response, the SC Board and WSP entered into a consent agreement, which included a fine and public reprimand against WSP.

In its March 2022 Morrisville, North Carolina branch office professional engineering registration submitted to Commonwealth of Virginia Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designs and Landscape Architects ("Virginia Board"), WSP USA Inc. disclosed the disciplinary actions taken by equivalent boards in Ohio and South Carolina. The Virginia Board issued WSP an Agreement for Registration, placing the firm in a one-year probationary period. The agreement did not result in a monetary penalty.

## 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: Rebecca Ashton  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address:		One Penn Plaza, 4th Floor	
City:	New York	State/Province/Territory:	NY
Country	US		
Telephone:	212-465-5708		

Other present address(es): \_\_\_\_\_  
 City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
 Country: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	07/29/2022		
(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 notfor-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 an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

WSP USA Inc. received disciplinary actions resulting from administrative issues with license renewals in Ohio, South Carolina and Kentucky from the relevant State Board of Registration for Professional Engineers and Surveyors, which each included a consent agreement, fine and public reprimand. In each instance, WSP USA Inc.'s Certificate of Authorization was renewed.

In addition, due to these disciplinary actions, the Virginia Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designs and Landscape Architects placed WSP USA Inc. in a one-year probationary period set to expire in March 2023. WSP USA Inc. continues to have a current Certificate of Authorization in Virginia.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

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

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

**CERTIFICATION**

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

WSP USA Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Rebecca Ashton [REBECCA.ASHTON@WSP.COM]

New York District Lead and Senior Vice President

Title

09/15/2022 02:08:24 PM

Date



## Business History Form

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

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

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

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

Date: 06/01/2022

1) Proposer's Legal Name: WSP USA Inc.

2) Address of Place of Business: One Penn Plaza, 4th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10119

Country: US

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

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

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

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

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

4) Dun and Bradstreet number:                     

5) Federal I.D. Number:                     

6) The proposer is a: Corporation (Describe) \_\_\_\_\_

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

YES ☒ NO ☐ If yes, please provide details:

WSP USA Inc. shares office space, staff and equipment expenses with affiliated companies including Parsons Brinckerhoff Holdings Inc.; WSP USA Buildings Inc.; and WSP USA Holdings, Inc.

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

YES ☒ NO ☐ If yes, please provide details:

WSP Michigan Inc.; WSP USA Solutions Inc.; Walsh Environmental, L.L.C. ; WSP USA Design Inc. (1/3 owner); Ecology and Environment do Brasil, Ltda. (72% owner); Knight E/A, Inc.; Ecology and Environment de Mexico, S.A. de C.V.

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES ☒ NO ☐ If yes, please provide details:

Parent: Parsons Brinckerhoff Holdings Inc.

Affiliates: WSP USA Administration Inc.; WSP USA Services Inc.; WSP International LLC; Golder Associates USA Inc.; WSP P.C. (owned by employees of WSP USA Inc.); Hydrogeologic, Architecture, Land Surveying, Landscape Architecture Services, P.C. (owned by employees of WSP USA Inc.); Ecology and Environment Engineering and Geology, P.C. (owned by employees of WSP USA Inc.)

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

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

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

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

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

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

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

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

On May 6, 2020, the U.S. Department of Labor, Wage and Hour Division issued a finding related to a single employee. No penalties were assessed against WSP USA Inc.

Please see the attached for additional details.

1 File(s) Uploaded: BHF Question 13.pdf

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

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

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

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

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

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

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

Please see attached.

1 File(s) Uploaded: Question 15 Attachment.pdf

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

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all

- 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.

WSP USA Inc. has a US Gifts and Conflicts of Interest Officer who oversees adherence to internal policies and procedures related to conflicts of interest disclosures and training related to same. Part of our procedure includes an internal and centralized conflict of interest register. Our Conflicts Officer notifies our business units regarding disclosed conflicts related to potential and current clients.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

10/05/1933

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

None - WSP USA Inc. is a wholly-owned subsidiary of Parsons Brinckerhoff Holdings Inc.

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

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

See attached.

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

1 File(s) Uploaded: SECTION-002\_WSP-USA-INC\_20220902.pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

8908

- vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

As identified below.

1 File(s) Uploaded: Projects\_Form Attachment.pdf

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

2 File(s) Uploaded: 2023-12-31 Engineering Certificate of Authorization.pdf, 2024-10-31 Engineering COA -signed.pdf

B. Indicate number of years in business.

88

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

See Proposal and attached certified financial statements for FY2021 and FY2020.

1 File(s) Uploaded: 2 YR WSP USA Inc. Financial (2020-2021).pdf

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

Company	Alameda-Contra Costa Transit District		
Contact Person	Mika Miyasato, Sr. Transportation Planner		
Address	1600 Franklin Street		
City	Oakland	State/Province/Territory	CA
Country	US		
Telephone	(510) 891-7138		
Fax #			
E-Mail Address	mmiyasato@actransit.org		

Company	IndyGo		
Contact Person	LaTeeka Washington		
Address	1501 W. Washington Street		
City	Indianapolis	State/Province/Territory	IN
Country	US		
Telephone	(317) 614-9304		
Fax #			
E-Mail Address	lwashington@indygo.net		

Company	San Bernardino County Transportation Authority (SBCTA)		
Contact Person	Rebekah Soto, SBCTA Management Analyst II		
Address	1170 W. Third Street, 2nd Floor		
City	San Bernardino	State/Province/Territory	CA
Country	US		
Telephone	(909) 884-8276		
Fax #			
E-Mail Address	rsoto@gosbcta.com		

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

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

### **CERTIFICATION**

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

Name of submitting business: WSP USA Inc.

Electronically signed and certified at the date and time indicated by:  
Laura S. Unger [LAURA.UNGER@WSP.COM]

Assistant General Counsel, Regulatory Compliance  
Title

09/12/2022 03:26:26 PM  
Date

**WSP USA Inc. Business History Form – Question 13**  
**Matters Involving Affiliated Firms**

**Ecology and Environment, Inc. (E & E)**

Effective September 1, 2020, the firm Ecology and Environment, Inc. merged into WSP USA Inc. Ecology and Environment (E&E) received the following environmental regulation citations in the past five years:

In May 2017, South Carolina Dept. of Health and Environmental Control deemed E & E a Smaller Party Generator contributing to the Philip Services Site. E & E disposed of about 47,296 pounds of hazardous substance over a number of years, which included several shipments of waste from hazardous materials samples analyzed by E & E's analytical lab (which discontinued operations in 2005). E & E agreed to pay and paid a settlement of \$47,296 as a smaller party generator.

In June 2019, E & E was cited by Commonwealth of Pennsylvania, County of Schuylkill, for disturbing game or wildlife under PA Reg. 34 Section 2162(A). E & E agreed to pay fine and fees in the amount of \$1,091.75.

**WSP USA Services Inc.**

In October 2018, after an investigation by the U.S. Department of Labor's Wage and Hour Division, WSP USA Services Inc. (d/b/a WSP USA Inspection Services, Inc.), an affiliate of WSP USA Inc., has paid back wages to employees for violating the McNamara-O'Hara Service Contract Act (SCA) and the Fair Labor Standards Act (FLSA) while under contract with the Federal Emergency Management Agency (FEMA).

**WSP USA Solutions Inc.**

On November 26, 2018, Louis Berger U.S., Inc. (n/k/a WSP USA Solutions Inc.) executed a Consent Order with the US Department of Labor related to back wage assessments for overtime and fringe benefits due by its subcontractors occurring during a post-Hurricane Maria project to provide temporary electric power in the Commonwealth of Puerto Rico and the U.S. Virgin Islands. Under the ECA, the company has developed a robust federal prevailing wage compliance program. While the Consent Order has now concluded, the compliance program remains an integral part of WSP's operations.

See also attached disclosure regarding WSP USA Solutions Inc., formerly known as Louis Berger U.S., Inc., a wholly-owned (100%) subsidiary of WSP USA Inc.

## **Florida International University Pedestrian Bridge Disclosure Statement**

On March 15, 2018, the pedestrian bridge being constructed for Florida International University (“FIU”) collapsed in Miami, Florida resulting in six fatalities and multiple injuries. Louis Berger U.S., Inc. had contracted with the design engineer, FIGG Bridge Engineers (“FIGG”), to perform a limited scope independent peer review of portions of the FIGG bridge design. That limited peer review, completed in February 2017, was fully and professionally performed. Following completion of its work in February 2017, Louis Berger U.S., Inc. was not consulted about the project nor was Louis Berger U.S., Inc. otherwise involved in any aspects of its construction or in assessing the significant cracking observed by other parties prior to the collapse on March 15, 2018. Accordingly, Louis Berger U.S., Inc. denies any responsibility for the tragic collapse.

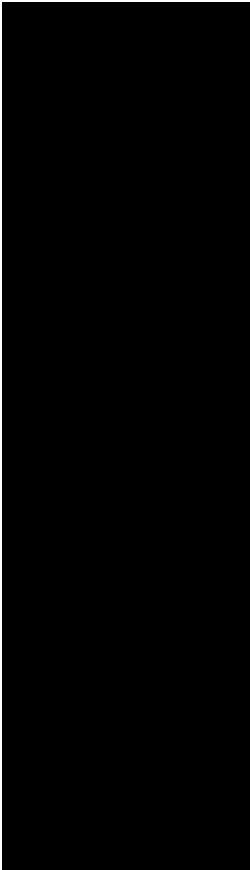
The National Transportation Safety Board (NTSB) investigated the probable cause of the bridge collapse and released a report dated October 22, 2019. In its report, NTSB found that that load and capacity calculation errors made by FIGG Bridge Engineers, Inc. were the probable cause of the March 15, 2018, collapse. The NTSB also found that the failure of FIGG, MCM, Bolton Perez and Associates Consulting Engineers, FIU and the Florida Department of Transportation to cease bridge work and close SW 8th Street to protect public safety contributed to the severity of the collapse. As noted in the NTSB report, FIGG did not originally contract for an independent review of its design as required by Florida regulations and the contract documents, having planned to do the work itself, resulting in a shortened timeframe for contracting and completing the independent peer review. When FDOT required to obtain an independent FIGG sought out Louis Berger, FIGG negotiated a limited scope of work with Louis Berger that eliminated analysis of the connections and focused on modeling the superstructure (and not the construction sequence staging). The peer review was led by a highly-qualified engineer with many years of experience. Louis Berger’s work and involvement ended more than one year prior to the collapse in February 2017. Louis Berger had no involvement with the construction and was not consulted about design changes that FIGG made the day of the collapse or the cracking that developed.

Lawsuits have been filed against Louis Berger U.S. Inc. and other defendants, seeking recovery for injuries arising from the collapse. The other defendants all settled, paying collectively \$102 million through a bankruptcy process initiated by Magnum Construction Management LLC (“MCM”), the contractor for the project. Louis Berger has separately settled all claims against it. On September 11, 2020, MCM and its insurers filed an action against Louis Berger U.S. Inc. seeking indemnity for amounts paid to settle a property damage claim by FIU in connection with the collapse. The matter has been settled.



**WSP USA INC.**

**OFFICERS AND DIRECTORS**

<u>Title</u>	<u>Name</u>	<u>Business Address*</u>	<u>Business Address Reference Number</u>	<u>Residence</u>	<u>Director</u>
President & CEO	Bernard P. McNeilly	New York, NY	( 1 )		X
Executive Vice President	Lewis P. Cornell	Orange, CA	( 2 )		
Senior Vice President & Treasurer	Andrew C. Esposito	Orange, CA	( 2 )		
Senior Vice President	Gerald S. Jannetti	New York, NY	( 1 )		
Senior Vice President	Garry E. Nunes	New York, NY	( 1 )		
Senior Vice President	Christopher L. Peters	Orange, CA	( 2 )		
Senior Vice President	Denise Turner Roth	Washington, DC	( 3 )		
Senior Vice President	Arpit Talati	Dallas, TX	( 4 )		
Senior Vice President	David B. Terry	Upper Saddle River, NJ	( 5 )		
Senior Vice President	Pamela Townsend	Raleigh, NC	( 6 )		
Senior Vice President	John Trotta	Chicago, IL	( 7 )		
Senior Vice President	Joseph B. Willhite	Chicago, IL	( 7 )		
Vice President	Andrew J. Lynn	New York, NY	( 1 )		
Vice President	Kevin B. Reed	San Diego, CA	( 8 )		
Assistant Vice President	Sandy Bishay	New York, NY	( 1 )		
Assistant Vice President	Jacob M. Borchers	Wichita, KS	( 9 )		
Assistant Vice President	David A. Church	Kansas City, MO	(10 )		
Assistant Vice President	Scott M. Cogan	Kansas City, MO	(10 )		
Assistant Vice President	Amir J. Degany	Boston, MA	(11 )		
Assistant Vice President	Leslie Gartner	Atlanta, GA	(12 )		
Assistant Vice President	David Patterson	Baltimore, MD	(13 )		
Assistant Vice President	Robert Rohlf	Kansas City, MO	(10 )		
Assistant Vice President	Fadi S. Walieddine	San Francisco, CA	(14 )		
Secretary	Hillary F. Jassey	New York, NY	( 1 )		
Assistant Secretary	W. Stephen Dale	Shelton, CT	(15 )		

## WSP USA INC.

### OFFICERS AND DIRECTORS

<u>Title</u>	<u>Name</u>	<u>Business Address*</u>	<u>Business Address Reference Number</u>	<u>Residence</u>	<u>Director</u>
Controller	Nicholas P. Mitrakis	New York, NY	( 1 )		
Assistant Controller	Christopher J. D'Aquino	Ephrata, PA	(16 )		
Board Director	Michael J. Abrahams	New York, NY	( 1 )		X
Board Director	Gregory P. Benz	Eliot, ME	(17 )		X
Board Director	Richard L. Rome	Dallas, TX	( 4 )		X

#### \*Business Address

- ( 1 ) One Penn Plaza, New York, NY 10119
- ( 2 ) 1100 Town and Country Road, Suite 200, Orange, CA 92868
- ( 3 ) 1250 23rd Street NW, Suite 300, Washington, DC 20037
- ( 4 ) 3102 Oak Lawn Avenue, Suite 450, Dallas, TX 75219
- ( 5 ) 600 East Crescent Avenue, Suite 200, Upper Saddle River, NJ 07458
- ( 6 ) 434 Fayetteville Street, Suite 1500, Raleigh, NC 27601
- ( 7 ) 30 N. LaSalle Street, Suite 4200, Chicago, IL 60602
- ( 8 ) Wells Fargo Bldg., 401 B Street, Suite 1650, San Diego, CA 92101
- ( 9 ) 225 North Market Street, Suite 350, Wichita, KS 67202
- (10) 300 Wyandotte Street, Suite 200, Kansas City, MO 64105
- (11) 100 Summer Street, 13th Floor, Boston, MA 02110
- (12) 3340 Peachtree Road NE, Suite 2400 Tower Place, Atlanta, GA 30326
- (13) 1 East Pratt Street, 3rd Floor, Baltimore, MD 21202
- (14) 425 Market Street, 17th Floor, San Francisco, CA 94105
- (15) 4 Research Drive, Suite 204, Shelton, CT 06484
- (16) 4139 Oregon Pike, Ephrata, PA 17522
- (17) 428 Dow Highway, Eliot, ME 03903

## LA METRO TECHNICAL CONSULTANT FOR ZEB PROGRAM MASTER PLAN

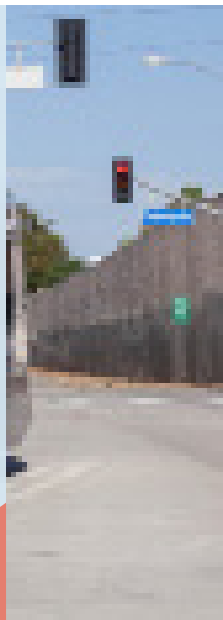


**FIRM**  
WSP USA, INC.

**CLIENT**  
LA METRO

**LOCATION**  
LOS ANGELES, CA

**DURATION**  
2018-ONGOING



### PROJECT DESCRIPTION

In joint venture (JV) with WSP and STV as ZEBGO Partners, the team is providing consulting services to support Metro in developing and executing a Master Plan that will provide the agency a road map for this major transition. The team's role includes working with Metro to gain a better understanding of where and when costs and liabilities occur during the planning, procurement, delivery, operations, and maintenance of ZEBs, and to develop comprehensive plans for the second phase of the ZEB program. The initial steps are to move forward from the Phase I electrification work and develop a Master Plan that portrays all aspects of the fleet and facility electrification by 2030 using a depot and in-route charging approach. The JV is now developing the Master Plan, including vehicle procurement strategies; cost estimates for redesign and rework of 11 facilities to support ZEB charging systems; plans for modifications to training programs and hiring plans; assessment of the impact on the interface with electric, gas, and hydrogen supply utilities; and funding strategies.



#### Key Personnel from this Proposal:

- » Lance MacNiven - WSP
- » Auden Kaehler - WSP
- » Mike Martin - WSP

The Master Plan will include vehicle procurement specifications and action-ready RFP documents, and action-ready RFPs to support the procurement of contractors to perform full electrification of Metro's operating divisions.

Our role includes working with Metro to gain a better understanding of where and when costs and liabilities occur during the planning, procurement, delivery, operations, and maintenance of ZEBs and to develop comprehensive plans for the second phase of the ZEB program.

## MDOT MTA ZERO EMISSION BUS (ZEB) FEASIBILITY ASSESSMENT

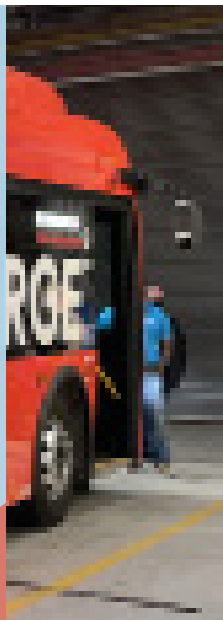


**FIRM**  
WSP USA, INC.

**CLIENT**  
MARYLAND DEPARTMENT  
OF TRANSPORTATION  
MARYLAND TRANSIT  
ADMINISTRATION (MDOT  
MTA)

**LOCATION**  
BALTIMORE, MD

**DURATION**  
2020-ONGOING



### PROJECT DESCRIPTION

Maryland Department of Transportation Maryland Transit Administration (MDOT MTA) engaged WSP to develop a detailed, 10-year zero emission (ZE) fleet and facility transition plan to achieve their 50 percent fleet transition goal by 2030. WSP is providing service, fleet, facility, alternative delivery, and program management services and recommendations, with Jeezzy Sourcing as subconsultant to WSP. MDOT Maryland Transit Administration is the project owner.

Phase 1 was an implementation study that included the following analysis and information collection efforts:

- » Detailed route analysis utilizing GTFS data
- » Reviewed facility as-built details and conducted in-person site surveys to capture existing conditions at four bus depots
- » Created an in-depth tutorial for multiple MDOT MTA departments explaining the requirements for maintaining and operating a ZEB fleet
- » Utility analysis of current monthly rates, spare power, and predicted energy needs for all four bus depots, which required extensive coordination with BG&E, the local utility provider
- » Developed a cost summary of a variety of ZEBs and ZE charging infrastructure
- » Tested Fuel Cell Electric Bus concepts for feasibility based on cost, route, and site requirements



#### Key Personnel from this Proposal:

- » Dana Lowell - WSP
- » Mike Martin - WSP
- » Lance MacNiven - WSP
- » Auden Kaehler - WSP

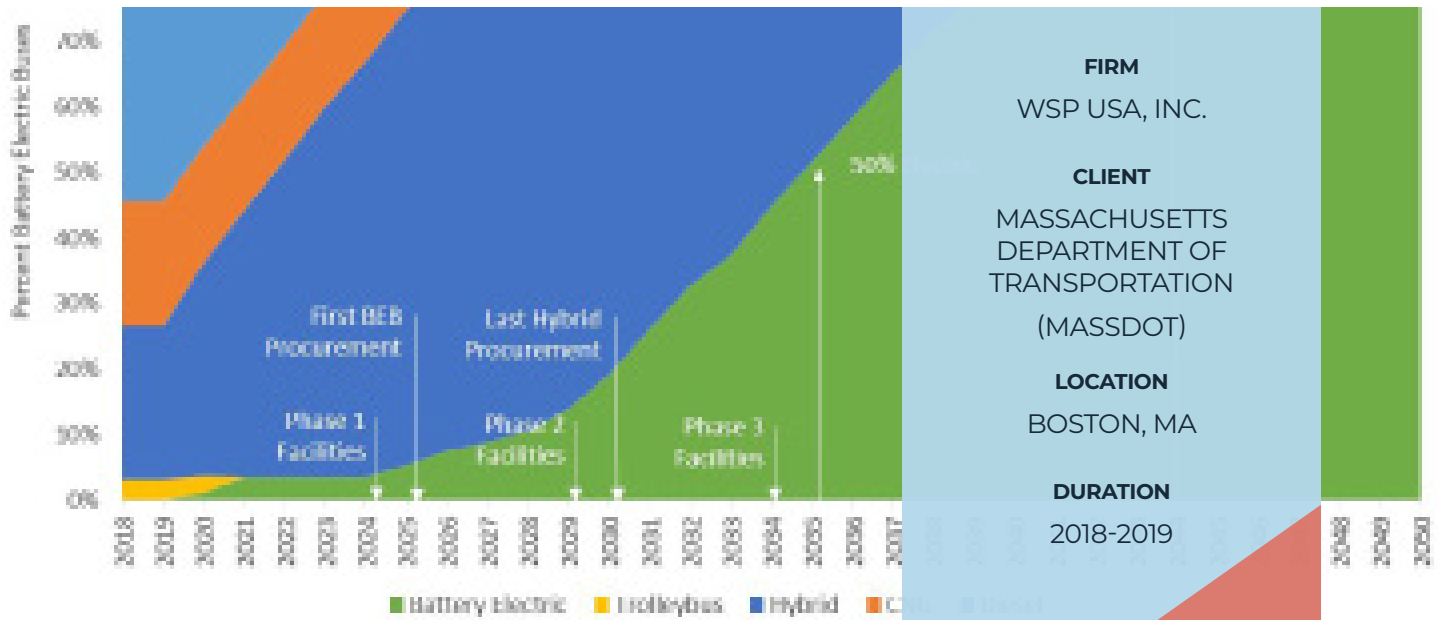
- » Developed site concepts as appropriate per location. Concepts ranged from ground-mounted plug-in dispensers to hydrogen fueling (delivered) to overhead pantograph charging.

Upon the completion of Phase I, the WSP team quickly transitioned to begin Phase 2 that included the following deliverables and workshops:

- » ZEB workshop that included facility concept reviews
- » Alternative Delivery workshop that included a market scan to determine existing contracts, interest in the market, and potential challenges

The Final Report provided a detailed summary of findings, recommendations, and analysis for MDOT MTA to successfully transition 50 percent of their fleet by 2030hensive plans for the second phase of the ZEB program.

## MASSDOT BATTERY ELECTRIC BUS (BEB) FEASIBILITY STUDY



### PROJECT DESCRIPTION

The Massachusetts Department of Transportation (MassDOT) selected WSP to perform the Battery Electric Bus Feasibility Study for the Massachusetts Bay Transportation Authority (MBTA) in Boston. The project examined the feasibility of converting the 1,000-bus MBTA bus fleet to a purely battery electric fleet. The project assessed the battery electric bus technology currently available from a variety of manufacturers and tested its suitability for each MBTA bus route using WSP's state-of-the-art proprietary Battery Optimization and Lifecycle Tool (BOLT), a tool that models battery state of charge and charging requirements for each vehicle block considering vehicle model and battery size.

The study identified MBTA bus maintenance and storage facility modifications needed to store, charge and maintain a large fleet of battery electric buses, including the identification of required electrical service upgrades and coordination with local electric utilities on power needs and costs. Requirements were developed for future all-electric and mixed fleet facilities. The analysis included an assessment of alternative charging technologies and the resulting impacts on facility size, configuration, and operational flow.



#### Key Personnel from this Proposal:

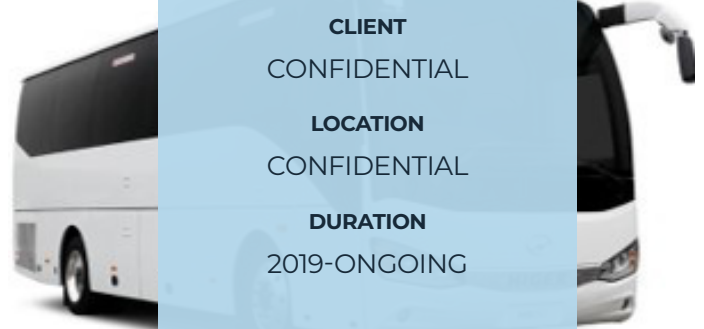
- » Auden Kaehler - WSP
- » Mike Martin - WSP

In addition to the longer-term feasibility assessment, the project developed a technical plan and implementation strategy for an early pilot implementation of battery electric buses at the North Cambridge MBTA facility. Changes in work processes, staffing requirements, maintenance procedures and costs for the pilot were developed, along with performance requirements for one or more electric bus vendors to be selected through competitive procurement.

An additional task was added to the original scope to apply the BOLT model to fifteen locally operated Massachusetts regional transit authorities that are overseen by MassDOT.

The study resulted in a technology assessment report, a roadmap for full conversion, a pilot deployment technical plan and a pilot implementation strategy.

## CONFIDENTIAL FORTUNE 100 EV CONVERSION ZERO EMISSION VEHICLES PROGRAM MANAGEMENT



**FIRM**  
WSP USA, INC.

**CLIENT**  
CONFIDENTIAL

**LOCATION**  
CONFIDENTIAL

**DURATION**  
2019-ONGOING

### PROJECT DESCRIPTION

Since 2019, WSP has been providing program management for a confidential Fortune 100 technology company's global zero emission transition by 2030 encompassing 1,600 vehicles located at 25 campuses across 15 countries in North America and Europe, as well as India and China. The global fleet includes the full range of light-, medium- and heavy-duty vehicles including sedans, light trucks, delivery vans, shuttle buses, and coach buses. These vehicles are used for a full range of activities, including security, maintenance, mail delivery, food service and catering, and employee shuttles.

WSP has collected, collated, and analyzed fleet and operating data across all campuses to develop a consistent vehicle database from disparate sources with different formats and data quality. Using in-house route energy modeling tools, and our database of commercially available ZEV models, WSP also identified region-appropriate solutions consistent with the varying operating needs and the local commercial vehicle markets.

Based on this analysis, as well as close coordination with local operating managers and local utilities, WSP developed full electric vehicle roll-out plans for each region, which define vehicle procurements and associated infrastructure upgrades. WSP also worked with local operating managers to identify opportunities for,

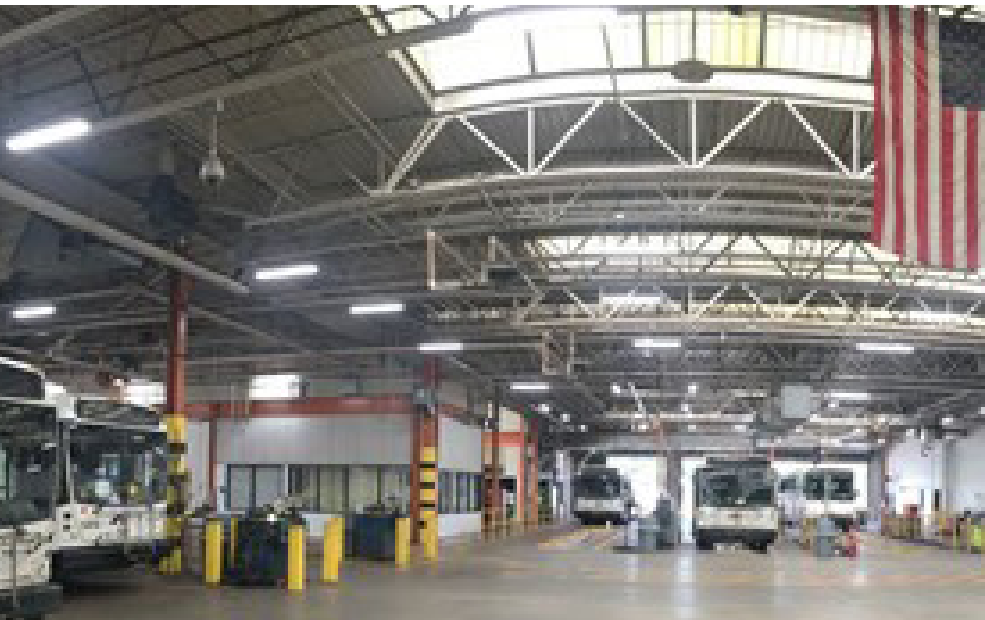


#### Key Personnel from this Proposal:

- » Auden Kaehler - WSP
- » Mike Martin - WSP

Stock photos representative of confidential client's range in fleet vehicles and to define pilot programs for early deployment. This program has involved many challenges, dealing with every vehicle type from sedans to motor coach buses, mail delivery vehicles, employee shuttles, security vehicles, and food and catering service vehicles. Many different fleet managers were operating with inconsistent data sets and recordings, and WSP has been able to aid them in maintaining progress even with these challenges.

## NJ TRANSIT NEWTON GARAGE BATTERY ELECTRIC BUS (BEB) CHARGING INFRASTRUCTURE



**FIRM**  
WSP USA, INC.

**CLIENT**  
NJ TRANSIT

**LOCATION**  
NEWARK, NJ

**DURATION**  
2019-ONGOING



### PROJECT DESCRIPTION

WSP has been engaged by NJ TRANSIT to provide planning and detailed design services for eight electric chargers. NJ TRANSIT is actively purchasing eight new battery electric buses. Phase 1 of the project included analysis of costs and feasibility of multiple phasing options. The team determined the best option for NJ TRANSIT and created a 30% Conceptual design for review.

The design included:

- » Eight 150 kW class DC fast chargers, ABB is basis of design
- » Overhead dispenser charging configuration
- » Ten total charging dispensers, with the option to build up to twenty-four dispensers at maximum
- » New 13.2kV primary service from PSEG
- » Charge management system

During Phase 1, there were many ideas for charging configurations. WSP worked with the other team members to determine the right charging speed; 60 kW, 150 kW, or 350 kW. In addition, due to age and poor construction, the existing roof could not be used to support heavy equipment, or even overhead conduit runs. This caused space constraints, and WSP worked to make sure that the design was flexible and expandable for the future.



### Key Personnel from this Proposal:

- » Cary Els - WSP

WSP facility architects were able to remove an existing non-structural block wall to make room for the charging stations. Based on this tight space, there is room for five charging stations per opening, provided there is no required clearance between them. Some charger manufacturers require clearance for air flow on the sides. By selecting ABB chargers as basis of design, the design is expandable to add up to two additional dispensers per charger.



## INDYGO BATTERY ELECTRIC BUS (BEB) MASTER PLAN DEPLOYMENT & EN-ROUTE CHARGING



**FIRM**  
WSP USA, INC.

**CLIENT**  
INDYGO

**LOCATION**  
INDIANAPOLIS, IN

**DURATION**  
2019-ONGOING

### PROJECT DESCRIPTION

Located in Indianapolis, IndyGo provides transportation services for the Marion County area. IndyGo has a current need for detail design and construction of facility modifications to the Washington Garage to accommodate the incoming electric bus BRT fleet for the Red and Purple lines. IndyGo's long-term goal is to fully transition to an all-electric bus fleet that will also require substantial facility upgrades and modifications to the Washington Garage. To best accommodate this near-term and long-term growth and to prevent current facility modifications from interfering with or limiting future improvements, IndyGo sought an overall master plan to establish a road map for the incoming expanded electrical distribution and service needed to support this large electric bus fleet.

WSP designed IndyGo's battery electric bus master plan to be implemented in phases. Phase 1 (2019-2022) integrates electric bus plug in charging stations into IndyGo's existing bus parking for 138 BEB's:



#### Key Personnel from this Proposal:

- » Mike Martin - WSP
- » Cary Els - WSP

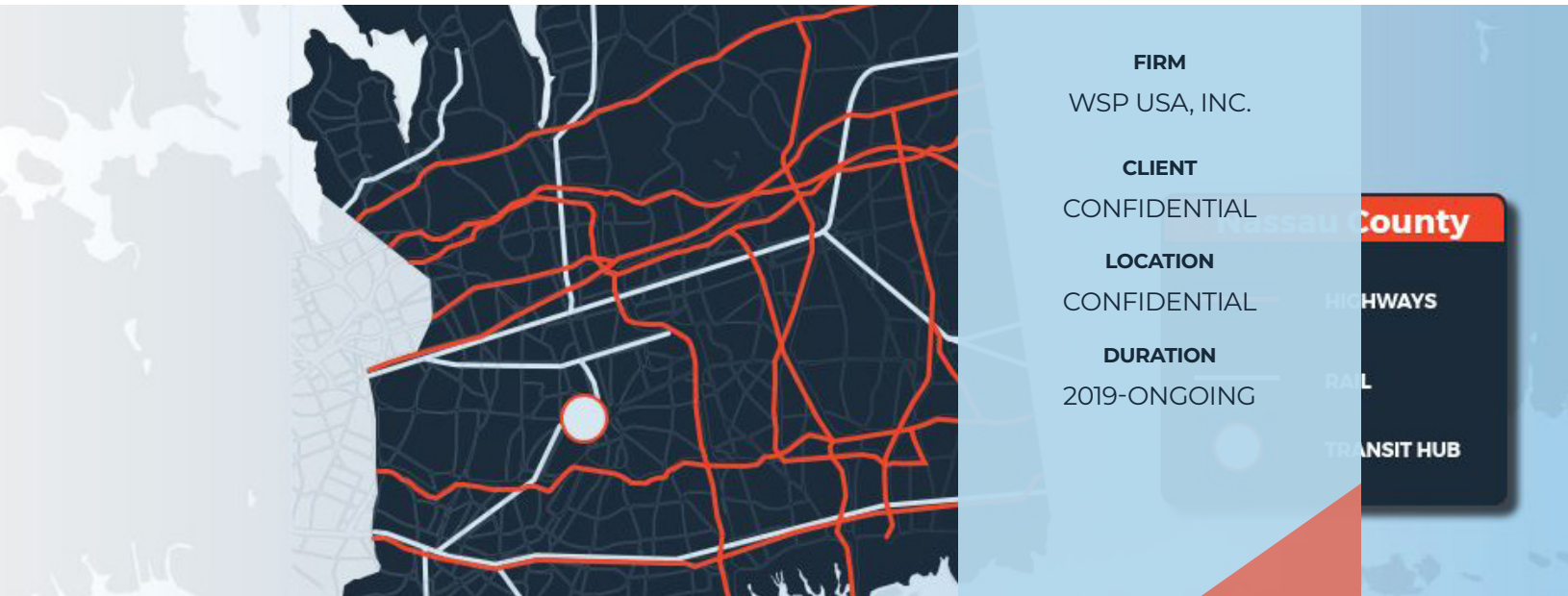
- » (56) 60-foot electric BRT buses as manufactured by BYD to serve the Red and Purple Lines
- » (61) 40-foot electric transit buses from an OEM manufacturer not yet selected by IndyGo
- » (21) existing 40-foot electric transit buses from Complete Coach Works

Phase 2 (2030) is a fleet capacity and electrical charging distribution system to support:

- » (21) Complete Coach Works (CCW) 40-foot electric transit buses – currently operating (132) 40-foot Electric Vehicles by 2030
- » (56) 60-foot articulated Electric Vehicles by 2030



## NASSAU COUNTY SHARED MOBILITY MANAGEMENT PLAN



### PROJECT DESCRIPTION

WSP is preparing the Nassau County Shared-Mobility Management Plan (SMMP) in close coordination with the County and through the following tasks.

WSP is conducting data collection which includes:

- » Development of a county-wide mobility survey, which allows the project team to identify:
- » Changing mobility demands and preferences of people in Nassau County to align and expand transportation options
- » Long-standing gaps in the County's transportation system (i.e. first/last mile connections, north-south transit routes, bicycle lane network)
- » Connectivity issues to local and regional employment centers, education institutions, healthcare services, recreational areas, downtowns and business districts including NYC and Suffolk County
- » Mobility needs for historically underserved communities and those that prefer or rely on public transportation

WSP is also conducting a detailed analysis of data, providing GIS-generated maps that illustrate key features such as travel behavior and concentrations of vulnerable or disproportionately burdened community members. These maps will be used to better understand where needs occur



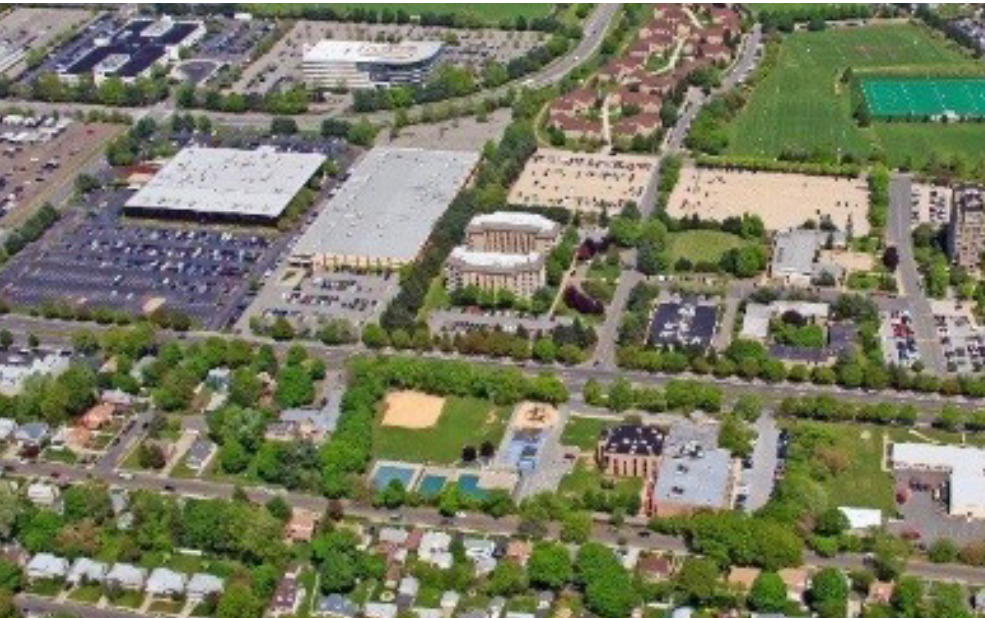
#### Key Personnel from this Proposal:

- » Daniel Baer - WSP
- » Oliver Ernhofer - WSP

throughout the county and where resources related to the promotion of shared-mobility should be focused. The WSP team will summarize determining factors for integrating shared-mobility services such as physical barriers in the County's rights-of-way and associated safety issues and regulatory and legislative prerequisites and issues.

WSP is involved in the identification of pilot projects which includes evaluating mode availability and applicability to travel needs as informed by our data collection and analysis

## NASSAU HUB PROGRAM MANAGEMENT



**FIRM**  
WSP USA, INC.

**CLIENT**  
NASSAU COUNTY

**LOCATION**  
NASSAU COUNTY, NY

**DURATION**  
?

### PROJECT DESCRIPTION

WSP was retained by Nassau County to provide program and project management services for the study and advancement of a phased transit improvement plan for the Nassau Hub, which is the commercial, entertainment, cultural, and educational center of the county. The Hub, which is vital to the future of Nassau County, has substantial traffic congestion, lacks efficient and direct transit choices and includes large areas of disjointed land use patterns, all of which contributes to long commutes, overall difficulty in traveling to, from and within the area and diminished environmental quality.

As Program Manager, WSP has supported the County with management, administrative, technical, quality, financial, regulatory, institutional, political, agency coordination and stakeholder/public outreach aspects of the Nassau Hub Study. WSP's initial activities included development and implementation of the consultant procurement process to retain consultant services for preparation of the Nassau Hub Study Alternatives Analysis/Categorical Exclusion (AA). The AA process is resulted in the identification of a preferred alternative mode and alignment, providing a cost-effective transportation improvement and related land-use strategies. A Locally Preferred Alternative (LPA) was selected that would be suitable for seeking funding from the FTA.

In support of the AA/EIS process, WSP provided regulatory and technical guidance to the AA/CE Consultant, performed quality and technical reviews of all AA/CE work products



#### Key Personnel from this Proposal:

- » Daniel Baer - WSP
- » Oliver Ernhofer - WSP

and provided oversight of the overall Nassau Hub Study's scope, schedule and budget. WSP also provided oversight of the conceptual design of the BRT alignment and worked with the County to identify an Initial Operating Segment (IOS) for immediate implementation.

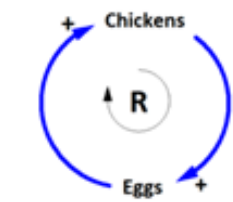
WSP's vast experience and expertise with all aspects of transit planning and design were applied in support of the County, providing guidance and review of the AA/CE Consultant's development of short- and long term transit improvements - including opportunities for enhanced bus service and bus rapid transit (BRT) - in the context of other transportation and development projects proposed in and affecting mobility and accessibility in the Hub and the defined study area.

WSP continues to provide the County with guidance regarding all aspects of federal approvals and funding processes, including FTA compliance, and grants reporting as well as regarding proposed and enacted changes to environmental, New Starts/Small Starts and other federal, state and local regulations applicable to the AA/CE and future project funding.



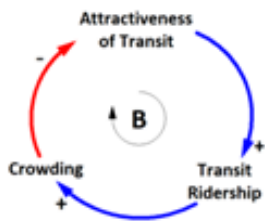
# EXPLORING UNCERTAINTIES: LONG-RANGE REVENUE AND CLIMATE IMPACTS DUE TO TELEWORK, ELECTRIC VEHICLE, AND ROAD USAGE CHARGING TRENDS

## Introduction to Causal-loop Diagrams



### Reinforcing Loop

- Exponential growth or decline
- "Going viral"
  - New product taking over a market as more people learn about it
  - Epidemic



### Balancing Loop

- Reaches an equilibrium, perhaps with oscillation
- Examples
  - Congestion on a road
  - Limits on food in an ecosystem

#### FIRM

WSP USA, INC.

#### CLIENT

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)

#### LOCATION

SOUTHERN CALIFORNIA

#### DURATION

2022-ONGOING

## PROJECT DESCRIPTION

WPS and SCAG are exploring the long-term impacts on transportation revenue streams and greenhouse gas emission reduction goals from telework, electric vehicle adoption rate, and road usage charging trends. System Dynamics provides a flexible structure with equations and elasticities for transparent analytics using a network free, fast and nimble, disaggregated model. System Dynamics is a modelling approach that creates better understanding of the interrelationship of variables and why interdependent factors lead to different results. The platform is open-source, easy-to-understand yet robust analysis tool allowing multidisciplinary teams to collaborate on the interrelationships of uncertainties for improved understanding, consensus-building, and decision-making.

Built on trend interactions, relationships between key components are mapped and quantified through mathematical algorithms. To map the relationships, Causal Loop Diagrams (CLDs) are developed. CLDs define the interrelationship between the variables. As shown in the diagram below, there are two types of CLDs, reinforcing loops which continue to grow or decline over time, and balancing loops which reach equilibrium over time. This introduction to CLDs is provided by the Volpe Center at US DOT who is promoting the use of System Dynamics to better manage uncertainties for long-range planning efforts.

### Key Personnel from this Proposal:

»

The goal of System Dynamics is not to predict an exact outcome, but rather to give new insights on the system properties and inner workings of alternative futures. WSP has used System Dynamics to explore uncertainty with many international clients. The pilot project with SCAG is WSP's first experience in the U.S. Results are derived from the process as much as any findings. Participants collaborate and explore the long-term implications of their assumptions and decisions. Teamwork is required and consensus on approach and methodology for managing uncertainty is developed.

*Source: J. Shaw, S. Smith, J. Stanford, H. Rakoff, and K. Mahavier. Using a System Dynamics Approach to Understand the Long-term Effects of External Disruptions on Travel and Housing Decisions. presented at the South California Association of Governments Modeling Task Force Meeting, Jan. 26, 2022. (<https://scag.ca.gov/modeling-task-force>). Used with permission.*

**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

**WSP USA INC  
LICENSING DEPT  
ONE PENN PLAZA  
4TH FLOOR  
NEW YORK, NY 10119-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 01/01/2021 TO 12/31/2023.



**CERTIFICATE NUMBER  
0018334**

  
**BETTY ROSA  
INTERIM COMMISSIONER OF EDUCATION**

# NEW YORK STATE EDUCATION DEPARTMENT

EACH CORPORATION LAWFULLY PRACTICING THE PROFESSION INDICATED HEREON  
MUST CONSPICUOUSLY DISPLAY THIS CERTIFICATE IN ITS PRINCIPAL OFFICE AT  
ALL TIMES AS AUTHORITY TO PRACTICE DURING THE CURRENT PERIOD

(In the event of a change of address return this certificate for correction)

## THIS IS TO CERTIFY THAT

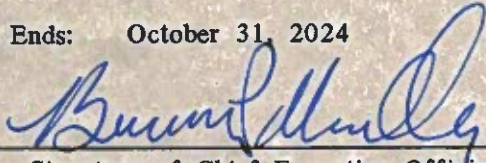
WSP USA INC  
ONE PENN PLAZA  
4TH FLOOR  
NEW YORK

NY 10119-0000

HAVING MET THE STATUTORY REQUIREMENTS OF THE STATE OF NEW YORK IS REGISTERED  
FOR THE PRACTICE OF PROFESSIONAL ENGINEERING

Triennium Ends: October 31, 2024

Serial No. 99080



Signature of Chief Executive Officer



COMMISSIONER OF EDUCATION

Read instructions on reverse side

WSP USA INC.  
CONSOLIDATED BALANCE SHEET  
DECEMBER 31, 2021  
(\$ in Thousands)

**Assets**

Current Assets:

Cash and Cash Equivalents

Accounts Receivable

- Billed

- Unbilled

Prepaid Expenses and Accrued Income

Total Current Assets

Right-of-use assets

Property and Equipment (Net)

Investments in Subsidiaries

Goodwill

Deferred Income Taxes

Other Non-current Assets

**Total Assets**

**Liabilities and Stockholders' Equity**

Liabilities:

Accounts Payable and Accrued Expenses

Advances and Billings in Excess of Cost

Due to Affiliates

Income Tax Liability

Current portion of lease liability

Total Current Liabilities

Deferred Acquisition Liability

Lease liability

Other Non-current Liabilities

Total Liabilities

Stockholders' Equity:

Treasury Stock - Common

Additional Paid-In Capital

Retained Earnings

OCI - Foreign Currency Translation Adjustment

Total Stockholders' Equity

**Total Liabilities and Stockholders' Equity**

Certified to be correct:

**Mitrakis,**  
**Nicholas**  
**(mitrakisn)**  
Nicholas Mitrakis

Digitally signed by Mitrakis,  
Nicholas (mitrakisn)  
DN: cn=Mitrakis, Nicholas  
(mitrakisn), ou=Active,  
email=Nick.Mitrakis@wsp.com  
Date: 2022.03.01 17:18:06 -05'00'

Corporate Controller  
WSP USA, INC.

March 1, 2022

WSP USA INC.  
CONSOLIDATED STATEMENT OF INCOME  
FOR THE PERIOD ENDED  
DECEMBER 31, 2021  
(\$ in Thousands)

Contract Revenue

Contract and Subcontractor Costs

Net Revenue

Direct and Operational Expenses

General and Administrative Expenses

Acquisition and Integration Expenses

Exceptional Items (income)

Earnings Before Interest, Taxes, Depreciation & Amortization

Depreciation and Amortization

Interest Expense (Income), net


Income Before Provision for Income Taxes

Provision for Income Taxes

Net Income

Certified to be correct:

Mitrakis,  
Nicholas  
(mitrakisn)



Digitally signed by Mitrakis,  
Nicholas (mitrakisn)  
DN: cn=Mitrakis, Nicholas  
(mitrakisn), ou=Active,  
email=Nick.Mitrakis@wsp.com  
Date: 2022.03.01 17:18:41 -05'00'

Nicholas Mitrakis  
Corporate Controller  
WSP USA, INC.

March 1, 2022



WSP USA INC.  
CONSOLIDATED STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED  
DECEMBER 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES:

Net income

Adjustments to reconcile net income to net cash provided by operating activities:

Depreciation and amortization

Provision for doubtful accounts

(Increase) decrease in:

Accounts receivables - billed

Accounts receivables - unbilled

Prepaid expenses and accrued income

Deferred income taxes

Other non-current assets

Increase (decrease) in:

Accounts payable and accrued expenses

Advances and billings in excess of cost

Due to affiliates

Income tax liability

Deferred Acquisition Liability

Lease liability

Other non-current liabilities

Total adjustments

Net cash provided by operating activities

CASH FLOWS FROM INVESTING ACTIVITIES:

Purchases of property and equipment

Merger of subsidiary company

Net cash used in investing activities

CASH FLOWS FROM FINANCING ACTIVITIES:

Dividends

Reduction of Finance Lease Liability

Net cash used in financing activities

NET INCREASE IN CASH AND CASH EQUIVALENTS


CASH AND CASH EQUIVALENTS:

Beginning of year

End of year

Certified to be correct:

Mitrakis,  
Nicholas  
(mitrakisn)



Digitally signed by Mitrakis,  
Nicholas (mitrakisn)  
DN: cn=Mitrakis, Nicholas  
(mitrakisn), ou=Active,  
email=Nick.Mitrakis@wsp.com  
Date: 2022.03.01 17:26:08 -05'00'

Nicholas Mitrakis

Corporate Controller

WSP USA, INC.

March 1, 2022



WSP USA INC.  
CONSOLIDATED BALANCE SHEET  
DECEMBER 31, 2020  
(\$ in Thousands)

Assets

Current Assets:

Cash and Cash Equivalents

Accounts Receivable

- Billed

- Unbilled

Prepaid Expenses and Accrued Income

Total Current Assets

Right-of-use assets

Property and Equipment (Net)

Investments in Subsidiaries

Goodwill

Deferred Income Taxes

Other Non-current Assets

Total Assets

Liabilities and Stockholders' Equity

Liabilities:

Accounts Payable and Accrued Expenses

Advances and Billings in Excess of Cost

Due to Affiliates

Income Tax Liability

Current portion of lease liability

Total Current Liabilities

Lease liability

Other Non-current Liabilities

Total Liabilities

Stockholders' Equity:

Treasury Stock - Common

Additional Paid-In Capital

Retained Earnings

OCI - Foreign Currency Translation Adjustment

Total Stockholders' Equity

Total Liabilities and Stockholders' Equity

Certified to be correct:

**Nicholas P.**

**Mitrakis**  
Nicholas Mitrakis

Corporate Controller

WSP USA, INC.

Digitally signed by Nicholas P.  
Mitrakis  
DN: cn=Nicholas P. Mitrakis, o=US,  
o=WSP | PB USA, ou=0156 Finance,  
email=mitrakisn@pbworld.com  
Date: 2021.02.26 17:58:47 -0500

February 26, 2021

WSP USA INC.  
CONSOLIDATED STATEMENT OF INCOME  
FOR THE PERIOD ENDED  
DECEMBER 31, 2020  
(\$ in Thousands)

Contract Revenue

Contract and Subcontractor Costs

Net Revenue

Direct and Operational Expenses

General and Administrative Expenses

Acquisition and Integration Expenses

Earnings Before Interest, Taxes, Depreciation & Amortization

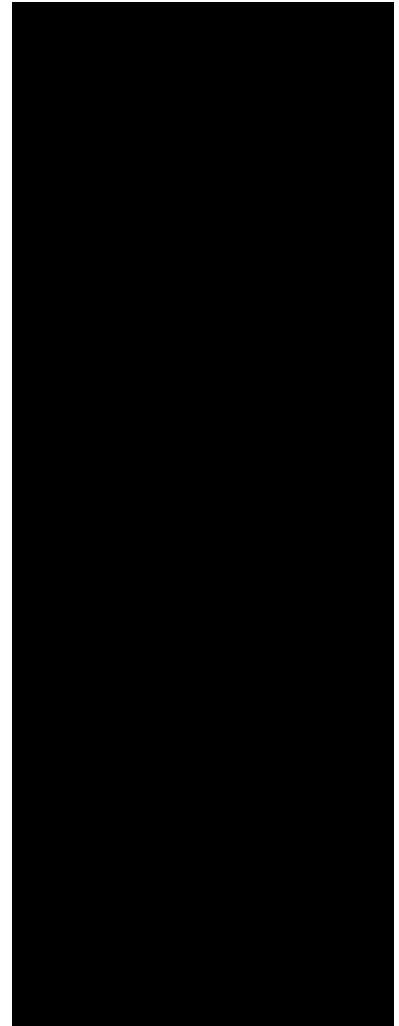
Depreciation and Amortization

Interest Expense (Income), net

Income Before Provision for Income Taxes

Provision for Income Taxes

Net Income



Certified to be correct:

**Nicholas P. Mitrakis**  
Digitally signed by Nicholas P. Mitrakis  
DN: cn=Nicholas P. Mitrakis, c=US,  
o=WSP | PB USA, ou=0156 Finance,  
email=mitrakisn@pbworld.com  
Date: 2021.02.26 17:59:01 -05'00'

Nicholas Mitrakis  
Corporate Controller  
WSP USA, INC.

February 26, 2021

WSP USA INC.  
CONSOLIDATED STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED  
DECEMBER 31, 2020

CASH FLOWS FROM OPERATING ACTIVITIES:

Net income

Adjustments to reconcile net income to net cash provided by operating activities:

Depreciation and amortization

Provision for doubtful accounts

Equity in income from joint ventures

(Increase) decrease in:

Accounts receivables - billed

Accounts receivables - unbilled

Prepaid expenses and accrued income

Deferred income taxes

Other non-current assets

Increase (decrease) in:

Accounts payable and accrued expenses

Advances and billings in excess of cost

Due to affiliates

Income tax liability

Lease liability

Other non-current liabilities

Total adjustments

Net cash provided by operating activities

CASH FLOWS FROM INVESTING ACTIVITIES:

Purchases of property and equipment

Purchases of goodwill

Merger of subsidiary company

Net cash used in investing activities

CASH FLOWS FROM FINANCING ACTIVITIES:

Dividends

Reduction of Finance Lease Liability

Net cash used in financing activities

NET DECREASE IN CASH AND CASH EQUIVALENTS

Effect of exchange rate changes on cash

CASH AND CASH EQUIVALENTS:

Beginning of year

End of year

Certified to be correct:

**Nicholas P.  
Mitrakis**

Digitally signed by Nicholas P.  
Mitrakis  
DN: cn=Nicholas P. Mitrakis, c=US,  
o=WSP | PB USA, ou=0156 Finance,  
email=mitrakisn@pbworld.com  
Date: 2021.02.26 17:59:14 -05'00'

Nicholas Mitrakis

Corporate Controller

WSP USA, INC.

February 26, 2021

COUNTY OF NASSAU

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

1. Name of the Entity: WSP USA Inc.

Address: One Penn Plaza, 4th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10119

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Closely Held Corp (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):

1 File(s) uploaded SECTION-002\_WSP-USA-INC\_20220902.pdf

*No principals have been attached to this form.*

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

WSP USA Inc. is a wholly-owned subsidiary of Parsons Brinckerhoff Holdings Inc.

*No shareholders, members, or partners have been attached to this form.*

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.

Please see attached listing of affiliates and subsidiaries. None of these firms will take part in the performance of this contract.

1 File(s) uploaded Affiliate Listing 2022-08.pdf

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

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

Laura S. Unger [LAURA.UNGER@WSP.COM]

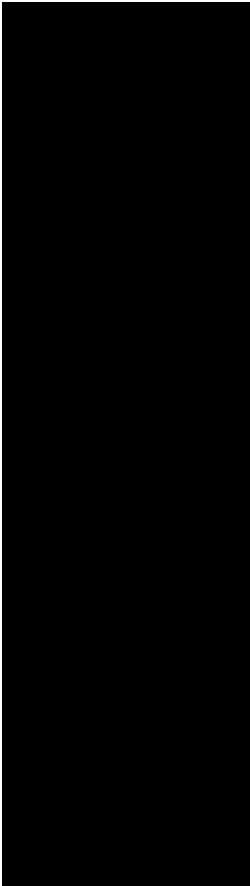
Dated: 09/12/2022 12:59:32 PM

Title: Assistant General Counsel, Regulatory Compliance

**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.

**WSP USA INC.**

**OFFICERS AND DIRECTORS**

<u>Title</u>	<u>Name</u>	<u>Business Address*</u>	<u>Business Address Reference Number</u>	<u>Residence</u>	<u>Director</u>
President & CEO	Bernard P. McNeilly	New York, NY	( 1 )		X
Executive Vice President	Lewis P. Cornell	Orange, CA	( 2 )		
Senior Vice President & Treasurer	Andrew C. Esposito	Orange, CA	( 2 )		
Senior Vice President	Gerald S. Jannetti	New York, NY	( 1 )		
Senior Vice President	Garry E. Nunes	New York, NY	( 1 )		
Senior Vice President	Christopher L. Peters	Orange, CA	( 2 )		
Senior Vice President	Denise Turner Roth	Washington, DC	( 3 )		
Senior Vice President	Arpit Talati	Dallas, TX	( 4 )		
Senior Vice President	David B. Terry	Upper Saddle River, NJ	( 5 )		
Senior Vice President	Pamela Townsend	Raleigh, NC	( 6 )		
Senior Vice President	John Trotta	Chicago, IL	( 7 )		
Senior Vice President	Joseph B. Willhite	Chicago, IL	( 7 )		
Vice President	Andrew J. Lynn	New York, NY	( 1 )		
Vice President	Kevin B. Reed	San Diego, CA	( 8 )		
Assistant Vice President	Sandy Bishay	New York, NY	( 1 )		
Assistant Vice President	Jacob M. Borchers	Wichita, KS	( 9 )		
Assistant Vice President	David A. Church	Kansas City, MO	(10)		
Assistant Vice President	Scott M. Cogan	Kansas City, MO	(10)		
Assistant Vice President	Amir J. Degany	Boston, MA	(11)		
Assistant Vice President	Leslie Gartner	Atlanta, GA	(12)		
Assistant Vice President	David Patterson	Baltimore, MD	(13)		
Assistant Vice President	Robert Rohlf	Kansas City, MO	(10)		
Assistant Vice President	Fadi S. Walieddine	San Francisco, CA	(14)		
Secretary	Hillary F. Jassey	New York, NY	( 1 )		
Assistant Secretary	W. Stephen Dale	Shelton, CT	(15)		

## WSP USA INC.

### OFFICERS AND DIRECTORS

<u>Title</u>	<u>Name</u>	<u>Business Address*</u>	<u>Business Address Reference Number</u>	<u>Director</u>
Controller	Nicholas P. Mitrakis	New York, NY	( 1 )	
Assistant Controller	Christopher J. D'Aquino	Ephrata, PA	(16 )	
Board Director	Michael J. Abrahams	New York, NY	( 1 )	X
Board Director	Gregory P. Benz	Eliot, ME	(17 )	X
Board Director	Richard L. Rome	Dallas, TX	( 4 )	X

#### \*Business Address

- ( 1 ) One Penn Plaza, New York, NY 10119
- ( 2 ) 1100 Town and Country Road, Suite 200, Orange, CA 92868
- ( 3 ) 1250 23rd Street NW, Suite 300, Washington, DC 20037
- ( 4 ) 3102 Oak Lawn Avenue, Suite 450, Dallas, TX 75219
- ( 5 ) 600 East Crescent Avenue, Suite 200, Upper Saddle River, NJ 07458
- ( 6 ) 434 Fayetteville Street, Suite 1500, Raleigh, NC 27601
- ( 7 ) 30 N. LaSalle Street, Suite 4200, Chicago, IL 60602
- ( 8 ) Wells Fargo Bldg., 401 B Street, Suite 1650, San Diego, CA 92101
- ( 9 ) 225 North Market Street, Suite 350, Wichita, KS 67202
- (10) 300 Wyandotte Street, Suite 200, Kansas City, MO 64105
- (11) 100 Summer Street, 13th Floor, Boston, MA 02110
- (12) 3340 Peachtree Road NE, Suite 2400 Tower Place, Atlanta, GA 30326
- (13) 1 East Pratt Street, 3rd Floor, Baltimore, MD 21202
- (14) 425 Market Street, 17th Floor, San Francisco, CA 94105
- (15) 4 Research Drive, Suite 204, Shelton, CT 06484
- (16) 4139 Oregon Pike, Ephrata, PA 17522
- (17) 428 Dow Highway, Eliot, ME 03903



**Affiliates and Subsidiaries of WSP USA Inc.**

<b>Company</b>	<b>Address</b>	<b>Relationship</b>
<b>Parsons Brinckerhoff Holdings Inc.</b>	One Penn Plaza, New York, NY 10119	Parent (PC)
<b>WSP USA Administration Inc.</b>	One Penn Plaza, New York, NY 10119	Affiliate (O)
<b>WSP USA Services Inc.</b>	One Penn Plaza, New York, NY 10119	Affiliate (O)
<b>WSP International LLC</b>	One Penn Plaza, New York, NY 10119	Affiliate (O)
<b>Golder Associates USA Inc.</b>	One Penn Plaza, New York, NY 10119	Affiliate (O)
<b>Ecology and Environment Engineering and Geology, P.C.</b>	50 Lakefront Blvd., Buffalo, NY 14202	Affiliate (O)
<b>WSP P.C.</b>	1250 23rd Street NW, Washington, District of Columbia 20037	Affiliate (O)
<b>Hydrogeologic, Architecture, Land Surveying, Landscape Architecture Services, P.C.</b>	One Penn Plaza, New York, NY 10119	Affiliate (O)
<b>Walsh Environmental, L.L.C.</b>	5665 Flatiron Parkway, Boulder, Colorado 80301	Subsidiary (S)
<b>WSP Michigan Inc.</b>	500 Griswold Street, Detroit, MI 48226	Subsidiary (S)
<b>WSP USA Solutions Inc.</b>	350 Mt Kemble Ave, Morristown, NJ 07960	Subsidiary (S)
<b>Knight E/A, Inc.</b>	221 North LaSalle St., Suite 300, Chicago, IL 60601	Subsidiary (S)
<b>Ecology and Environment de Mexico, S.A. de C.V.</b>	Paseo de los Tamarindos #150-PB, Bosques de las Lomas, Ciudad de México, 05120 México	Subsidiary (S)
<b>Ecology and Environment do Brasil, Ltda.</b>	Av. Presidente Wilson, 231 – Sala 1601, Rio de Janeiro, Brasil	Subsidiary (S)
<b>WSP USA Design Inc.</b>	One Penn Plaza, New York, NY 10119	Subsidiary (S)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2022

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	<b>CONTACT NAME:</b> AJG Service Team
	<b>PHONE (A/C, No, Ext):</b> 212-994-7100 <b>FAX (A/C, No):</b> 212-994-7047
	<b>E-MAIL ADDRESS:</b> GGB.WSPUS.CERTREQUESTS@AJG.COM
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Liberty Insurance Corporation <b>NAIC #</b> 42404
	<b>INSURER B:</b> Zurich American Insurance Company <b>16535</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 1422644151**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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		GLO 9835819-09	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COMP/OP AGG \$ 3,500,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-621-094060-032	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WA7-62D-094060-012 WA7-62D-094060-982 WA7-62D-095609-072 WC7-621-094060-912	5/1/2022 5/1/2022 5/1/2022 5/1/2022	5/1/2023 5/1/2023 5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.

Nassau County Department of Public Works is named as Additional Insureds on General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**Nassau County Department of Public Works  
1194 Prospect Ave  
Westbury NY 11590

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2022

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177		<b>CONTACT NAME:</b> AJG Service Team <b>PHONE (A/C, No, Ext):</b> 212-994-7100 <b>FAX (A/C, No):</b> 212-994-7047 <b>E-MAIL ADDRESS:</b> GGB.WSPUS.CERTREQUESTS@AJG.COM	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Liberty Insurance Corporation	42404
		<b>INSURER B:</b> Zurich American Insurance Company	16535
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 903193116**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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO 9835819-09	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COMP/OP AGG \$ 3,500,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-621-094060-032	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WA7-62D-094060-012 WA7-62D-094060-982 WA7-62D-095609-072 WC7-621-094060-912	5/1/2022 5/1/2022 5/1/2022 5/1/2022	5/1/2023 5/1/2023 5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.

Client: Nassau County Department of Public Works

Contract Number: PW-H61144-01S

Contract Name: Nassau County Shared Mobility Management Plan (SMMP)

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2022

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	<b>CONTACT NAME:</b> AJG Service Team	<b>FAX (A/C, No):</b> 212-994-7047	
	<b>PHONE (A/C, No, Ext):</b> 212-994-7100	<b>E-MAIL ADDRESS:</b> GGB.WSPUS.CERTREQUESTS@AJG.COM	
<b>INSURED</b> WSP USA INC. One Penn Plaza New York, NY 10119	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Liberty Insurance Corporation		42404
	<b>INSURER B:</b> Zurich American Insurance Company		16535
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** 1377481838**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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		GLO 9835819-09	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COMP/OP AGG \$ 3,500,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-621-094060-032	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA7-62D-094060-012 WA7-62D-094060-982 WA7-62D-095609-072 WC7-621-094060-912	5/1/2022 5/1/2022 5/1/2022 5/1/2022	5/1/2023 5/1/2023 5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.

Client: Nassau County Department of Public Works Contract Number: PW-H61144-01S Contract Name: Nassau County Shared Mobility Management Plan (SMMP) Nassau County is additional insured as respects General Liability.

**CERTIFICATE HOLDER****CANCELLATION**Nassau County Department of Public Works  
1194 Prospect Ave  
Westbury NY 11590

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2022

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177		<b>CONTACT NAME:</b> AJG Service Team <b>PHONE (A/C, No, Ext):</b> 212-994-7100 <b>FAX (A/C, No):</b> 212-994-7047 <b>E-MAIL ADDRESS:</b> GGB.WSPUS.CERTREQUESTS@AJG.COM	
<b>INSURED</b> WSP USA Inc. One Penn Plaza New York, NY 10119		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Liberty Insurance Corporation <b>INSURER B:</b> Zurich American Insurance Company <b>INSURER C:</b> American Guarantee and Liability Ins Co <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
WSPGLOB-01		NAIC #	
		42404	
		16535	
		26247	

## COVERAGES

CERTIFICATE NUMBER: 985961938

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 9835819-09	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COMPI/OP AGG \$ 3,500,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS7-621-094060-032	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	AUC0144386-06	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Follow Form \$
A A A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA7-62D-094060-012 WA7-62D-094060-982 WA7-62D-095609-072 WC7-621-094060-912	5/1/2022 5/1/2022 5/1/2022 5/1/2022	5/1/2023 5/1/2023 5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.

188812 - Nassau County Contract CM2419/Bid No. NC16-029 - Professional Construction Engineering and Inspection Services Subject always to policy terms, conditions and exclusions, Nassau County Board of County Commissioners are named as Additional Insured (excluding Workers' Compensation and Employers' Liability) but only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract. Subject always to policy terms, conditions and exclusions, Waiver of Subrogation is granted in favor of Nassau County Board of County Commissioners but only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract. The policies certified hereon are primary and non-contributory only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract and subject always to policy terms, conditions and exclusions, Umbrella policy is follow form over the General Liability and Auto Liability policies.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County Contract Management  
 96135 Nassau Place, Suite 6  
 Yulee FL 32097  
 USA

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2022

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	<b>CONTACT NAME:</b> AJG Service Team
	<b>PHONE (A/C, No, Ext):</b> 212-994-7100 <b>FAX (A/C, No):</b> 212-994-7047
	<b>E-MAIL ADDRESS:</b> GGB.WSPUS.CERTREQUESTS@AJG.COM
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Liberty Insurance Corporation <b>NAIC #</b> 42404
	<b>INSURER B:</b> Zurich American Insurance Company <b>16535</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 400784730**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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		GLO 9835819-09	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COMP/OP AGG \$ 3,500,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-621-094060-032	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WA7-62D-094060-012 WA7-62D-094060-982 WA7-62D-095609-072 WC7-621-094060-912	5/1/2022 5/1/2022 5/1/2022 5/1/2022	5/1/2023 5/1/2023 5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.

RE: Project Description: Bay Park Sewage Treatment Plant Ocean Outfall - Effluent Diversion Project; Client Project Number: PW-S3B116-03CR. Nassau County is named as included as Additional Insured as respects to the General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County  
1550 Franklin Avenue  
Mineola NY 11501

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2022

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177		<b>CONTACT NAME:</b> AJG Service Team <b>PHONE (A/C, No, Ext):</b> 212-994-7100 <b>FAX (A/C, No):</b> 212-994-7047 <b>E-MAIL ADDRESS:</b> GGB.WSPUS.CERTREQUESTS@AJG.COM	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Liberty Insurance Corporation	42404
		<b>INSURER B:</b> Zurich American Insurance Company	16535
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 1222157027**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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO 9835819-09	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COMP/OP AGG \$ 3,500,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS7-621-094060-032	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WA7-62D-094060-012 WA7-62D-094060-982 WA7-62D-095609-072 WC7-621-094060-912	5/1/2022 5/1/2022 5/1/2022 5/1/2022	5/1/2023 5/1/2023 5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.

(PB #A) NASSAU COUNTY CONSOLIDATION PLANS GEIS CONSULTANT CONTRACT. Subject always to policy terms, conditions and exclusions, Certificate Holder is named as Additional Insured (excluding Workers' Compensation and Employers' Liability) but only to the extent of risks and liabilities assumed by the Named Insured in a stoned written contract.

**CERTIFICATE HOLDER****CANCELLATION**

NASSAU COUNTY  
ONE WEST STREET  
MINEOLA NY 11501  
USA

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2022

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177		<b>CONTACT NAME:</b> AJG Service Team <b>PHONE (A/C, No, Ext):</b> 212-994-7100 <b>FAX (A/C, No):</b> 212-994-7047 <b>E-MAIL ADDRESS:</b> GGB.WSPUS.CERTREQUESTS@AJG.COM		
<b>INSURED</b> WSP USA Inc. One Penn Plaza New York, NY 10119 WSPGLOB-01		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Zurich American Insurance Company		16535
		<b>INSURER B:</b> Liberty Insurance Corporation		42404
		<b>INSURER C:</b> American Guarantee and Liability Ins Co		26247
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
<b>INSURER F:</b>				

**COVERAGES****CERTIFICATE NUMBER:** 955487161**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 9835819-09	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COMP/OP AGG \$ 3,500,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS7-621-094060-032	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	AUC0144386-06	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Follow Form \$
B B B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WA7-62D-094060-012 WA7-62D-094060-982 WA7-62D-095609-072 WC7-621-094060-912	5/1/2022 5/1/2022 5/1/2022 5/1/2022	5/1/2023 5/1/2023 5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.

(PB #173942) NASSAU COUNTY CONTINUING SERVICES- NC13-007. CM2028. NASSAU COUNTY, BOARD OF COUNTY COMMISSIONERS. ITS OFFICERS, EMPLOYEES, AND AGE MTS ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL, AUTO AND UMBRELLA LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION**NASSAU COUNTY, BOARD OF COUNTY COMMISSIONERS  
96135 NASSAU PLACE, SUITE 6  
YULEE FL 32097  
USA

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

© 1988-2015 ACORD CORPORATION. All rights reserved.





**Workers'  
Compensation  
Board**

**CERTIFICATE OF INSURANCE COVERAGE  
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

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

1a. Legal Name & Address of Insured (use street address only)

WSP USA Inc.  
One Penn Plaza  
New York, NY 10019

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

1b. Business Telephone Number of Insured

**717-859-7871**

1c. Federal Employer Identification Number of Insured or Social Security Number

[REDACTED]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

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

3a. Name of Insurance Carrier

**Metropolitan Life Insurance Company**

3b. Policy Number of Entity Listed in Box 1a

**217113**

3c. Policy Effective Period:

**January 1, 2022 to December 31, 2022**

4. Policy provides the following benefits:

- ☒ A. Both disability and Paid Family Leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid Family Leave benefits only.

5. Policy covers:

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

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

Date Signed: **December 29, 2021**

By:

*Suzy Davis*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that named insurance carrier)

Telephone Number: **678-319-1603**

Name and Title: **Suzy Davis, State Plan Consultant**

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

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to [PAU@wcb.ny.gov](mailto:PAU@wcb.ny.gov) or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)**

**State of New York**

**Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed: \_\_\_\_\_ By: \_\_\_\_\_

(Signature of Authorized NYS Workers' Compensation Board Employee)

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

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

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

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

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

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

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

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

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

#### **§220. Subd. 8**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2022

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177		<b>CONTACT NAME:</b> AJG Service Team <b>PHONE (A/C, No, Ext):</b> 212-981-2485 <b>E-MAIL ADDRESS:</b> GGB.WSPUS.CertRequests@ajg.com <b>FAX (A/C, No):</b> 212-994-7074	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> QBE Specialty Insurance Company	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 1079721279**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made			QPL0022630	11/1/2021	10/31/2022	Per Claim Aggregate \$ 1,000,000 \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THIRTY (30) DAYS NOTICE OF CANCELLATION

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

**TO:** Office of the County Executive  
Att: Edward W. Powers, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** June 9, 2022

**SUBJECT:** Authorization to Amend Professional Services Agreement with  
WSP USA, Inc.  
Design Services – Ocean Outfall Effluent Diversion  
Agreement No. S3B116-03CR  
Encumbrance No. CFPW18000012

This Department is requesting approval to amend the existing personal services agreement S3B116-03CR with the design firm WSP USA, Inc (herein “WSP” or “Consultant”). This amendment is necessary to continue with the construction phase design services required in connection with the Design-Build Bay Park Conveyance Project, DEC Contract No. D011883.

WSP has been providing preliminary engineering services for the subject project since December 12, 2018. The substantial completion of the Design-Build Bay Park Conveyance Project is currently scheduled for December 2024. The current Design Services contract has insufficient funds to enable WSP to continue engineering services beyond July 31, 2022. An increase in funding is necessary to provide Additional Design Services to continue with the Design-Build project.

The increase in funding is due to the complexity of the Design-Build project requiring additional engineering services that were not included and not anticipated in the scope of the original contract. This is the first Design-Build contract executed and WSP’s contract scope was devised at the outset of the project. As the complexity of the delivery system and the project have been understood in greater depth, it has become clear that the continued presence of the preliminary designer is required to ensure the highest standard of project delivery for the County. The Consultant has proposed an amount of **\$3,450,000** to complete the additional services and DPW agrees the request is reasonable. The additional funds will enable WSP to continue providing engineering services until July 31, 2025, six months after anticipated completion of the Bay Park Conveyance Project to ensure proper project close-out and completion of post-construction activities.

The additional engineering services will include review of the Design-Builder’s design submittals and shop drawings, review and response to the Design-Builder’s RFIs, FDCs, NDCs, assistance with construction related issues, assistance with the Bay Park Conveyance System commissioning, project close-out and additional studies, as needed, including system optimization and outfall diffuser design.

The Additional Design-Build Technical Review Services are proposed to be provided as a new Task G of the contract, the scope of which is summarized in the following table.

<b>Task G Additional Design-Build Technical Review Services</b>	<b>Estimated Fee</b>
Item 1 - Review Design Builder’s design submittals, shop drawings and reports	\$510,000
Item 2 - Respond to Design Builder’s RFIs, FDCs, NDCs	\$420,000
Item 3 - Assist Nassau County DPW with construction issues arising	\$850,000
Item 4 - Assist Nassau County DPW and PM-JV with commissioning	\$550,000
Item 5 - Assist Nassau County DPW and PM-JV with project close-out	\$430,000
Item 6 - Additional Studies (system optimization, outfall diffuser design)	\$690,000
<b>Amendment Extra Services TOTAL</b>	<b>\$3,450,000</b>

The proposed amended contract maximum amount is **\$17,238,083** as shown in the contract summary below:

<b>CONTRACT SUMMARY</b>	
<b>Current Cost Ceiling</b>	<b>\$13,788,083.40</b>
<b>Amendment Cost Increase</b>	<b>\$3,450,000.00</b>
<b>Amended Cost Ceiling</b>	<b>\$17,238,083.40</b>



Office of the County Executive

Att: Edward W. Powers, Deputy County Executive

June 9, 2022

Page 2

SUBJECT: Authorization to Amend Professional Services Agreement with  
WSP USA, Inc.  
Design Services – Ocean Outfall Effluent Diversion  
Agreement No. S3B116-03CR  
Encumbrance No. CFPW18000012

This effort will be funded from 3B116 via State and federal grants and loans.

If you approve or disapprove of the foregoing, please indicate by signing below and return the memo to this office for appropriate action.

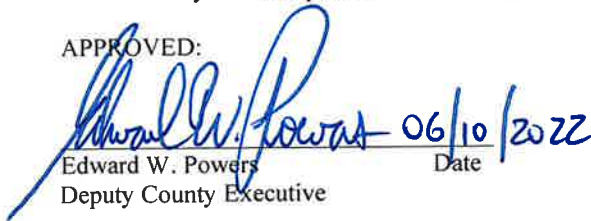


Kenneth G. Arnold  
Commissioner

KGA:VF:rp

c: Christopher Nolan, Deputy Budget Director  
Vincent Falkowski, Deputy Commissioner  
Roseann D'Alleva, Deputy Commissioner  
Jane Houdek, Attorney for Public Works  
Karen Fay, Sanitary Engineer III  
Eric Mills, Mark Hanson, Anna Walsh, Hazen and Sawyer  
Maryanne Dioquino, Khanhtran Do, Arcadis

APPROVED:



06/10/2022

Edward W. Powers  
Deputy County Executive

DISAPPROVED:

\_\_\_\_\_  
Edward W. Powers  
Deputy County Executive

\_\_\_\_\_  
Date

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

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

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

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

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

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

Laura S. Unger, Assistant General Counsel, Regulatory Compliance

04-29-2022

Name and Title of Authorized Representative

m/d/yy



04-29-2022

Signature

Date

WSP USA Inc.

Name of Organization

One Penn Plaza, New York, NY 10119

Address of Organization

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



E-118-18

NIFS ID:CFPW18000012 Department: Public Works

Capital: X

SERVICE: Design Svces-Ocean Outfall Effluent Diversion-S3B116-03

Contract ID #:CFPW18000012 NIFS Entry Date: 16-OCT-18 Term: from to

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

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

<b>Vendor Info:</b>	
Name: <b>WSP USA Inc.</b>	Vendor ID# [REDACTED]
Address: One Penn Plaza New York, NY 10119	Contact Person: Maxine Hill
	Phone: (212) 465-5000

<b>Department:</b>
Contact Name: Damon Urso
Address: 3340 Merrick Rd. Wantagh, New York 11793
Phone: (516) 236-0114

## Routing Slip

Department	NIFS Entry: X	17-OCT-18 -- LDIONISIO
Department	NIFS Approval: X	17-OCT-18 -- RDALLEVA
DPW	Capital Fund Approved: X	17-OCT-18 -- RDALLEVA
OMB	NIFA Approval: X	19-OCT-18 -- CNOLAN
OMB	NIFS Approval: X	19-OCT-18 -- SDEWS
County Atty.	Insurance Verification: X	17-OCT-18 -- AAMATO
County Atty.	Approval to Form: X	19-OCT-18 -- DMCDERMOTT
Dep. CE	Approval: X	22-OCT-18 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	22-OCT-18 -- MREYNOLDS



Legislature	Approval: X	30-OCT-18 -- LVOCATURA
Comptroller	Deputy: X	21-NOV-18 -- JSCHOEN
NIFA	NIFA Approval: X	28-NOV-18 -- MWORSHAM

## Contract Summary

<b>Purpose:</b> Divert treated effluent from Bay Park STP to the Cedar Creek plant and combine both plant effluents for discharge through the existing outfall pipe.
<b>Method of Procurement:</b> Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.
<b>Procurement History:</b> Advertised 5/22/18; Newsday, The New York State Contractor Reporter, Nassau County Procurement Website. Two (2) proposals received 6/29/2018, both responsive. See attached Inter-Departmental Memo for technical scores and prices.
<b>Description of General Provisions:</b> Capital improvements for regulatory compliance.
<b>Impact on Funding / Price Analysis:</b> See attached Inter-Departmental Memo for technical scores and prices. Funding source is EFC's Storm Mitigation Loan Program, which has a 25% grant component.
<b>Change in Contract from Prior Procurement:</b> Not applicable.
<b>Recommendation:</b> (approve as submitted) Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PWCD2CD2					
Control:	3B	Revenue		1	PWCD2CD2/3B116-004	\$ 13,788,083.40
Resp:	116	Contract:				\$ 0.00
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:	CF	Federal	\$ 0.00			\$ 0.00
Project #:	3B116	State	\$ 0.00			\$ 0.00
Detail:	004	Capital	\$ 13,788,083.40			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 13,788,083.40</b>		<b>TOTAL</b>	<b>\$ 13,788,083.40</b>
RENEWAL						
%						
Increase						
%						
Decrease						



E-118-18

**NIFS ID:CFPW18000012 Department: Public Works**

**Capital: X**

SERVICE: Design Svces-Ocean Outfall Effluent Diversion-S3B116-03

Contract ID #:CFPW18000012 NIFS Entry Date: 16-OCT-18 Term: from to

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

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	218 OCT 22 P 3 17 RECEIVED NASSAU COUNTY LEGISLATURE
4) Vendor Ownership & Mgmt. Disclosure Attached:	
5) Insurance Required	

<b>Vendor Info:</b>	
Name: <b>WSP USA Inc.</b>	Vendor ID#: [REDACTED]
Address: One Penn Plaza New York, NY 10119	Contact Person: Maxine Hill
	Phone: (212) 465-5000

<b>Department:</b>
Contact Name: Damon Urso
Address: 3340 Merrick Rd. Wantagh, New York 11793
Phone: (516) 236-0114

## Routing Slip

Department	NIFS Entry: X	17-OCT-18 -- LDIONISIO
Department	NIFS Approval: X	17-OCT-18 -- RDALLEVA
DPW	Capital Fund Approved: X	17-OCT-18 -- RDALLEVA
OMB	NIFA Approval: X	19-OCT-18 -- CNOLAN
OMB	NIFS Approval: X	19-OCT-18 -- SDEWS
County Atty.	Insurance Verification: X	17-OCT-18 -- AAMATO
County Atty.	Approval to Form: X	19-OCT-18 -- DMCDERMOTT
Dep. CE	Approval: X	22-OCT-18 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	22-OCT-18 -- MREYNOLDS

<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> Divert treated effluent from Bay Park STP to the Cedar Creek plant and combine both plant effluents for discharge through the existing outfall pipe.
<b>Method of Procurement:</b> Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.
<b>Procurement History:</b> Advertised 5/22/18; Newsday, The New York State Contractor Reporter, Nassau County Procurement Website. Two (2) proposals received 6/29/2018, both responsive. See attached Inter-Departmental Memo for technical scores and prices.
<b>Description of General Provisions:</b> Capital improvements for regulatory compliance.
<b>Impact on Funding / Price Analysis:</b> See attached Inter-Departmental Memo for technical scores and prices. Funding source is EFC's Storm Mitigation Loan Program, which has a 25% grant component.
<b>Change in Contract from Prior Procurement:</b> Not applicable.
<b>Recommendation:</b> (approve as submitted) Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PWCD2CD2					
Control:	3B	Revenue		1	PWCD2CD2/3B116-004	\$ 13,788,083.40
Resp:	116	Contract:				\$ 0.00
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:	CF	Federal	\$ 0.00			\$ 0.00
Project #:	3B116	State	\$ 0.00			\$ 0.00
Detail:	004	Capital	\$ 13,788,083.40			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 13,788,083.40</b>		<b>TOTAL</b>	<b>\$ 13,788,083.40</b>

RENEWAL	
% Increase	
% Decrease	

## RULES RESOLUTION NO. 173 - 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DEPARTMENT OF PUBLIC WORKS AND WSP USA, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Order of the Committee 10-29-18  
7 yeas 0 abstained 0 nays 0  
7

WHEREAS, the County has negotiated a personal services agreement with WSP USA, Inc., to, among other things, prepare a Preliminary Engineering Report and perform all the usual and necessary design services in connection with the preparation of drawings, specifications, and cost estimate for the Ocean Outfall – Effluent Diversion Project suitable for advancing to final design or for public bidding of a Design-Build project based on this Agreement, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with WSP USA, Inc.

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Department of Public Works, having its principal office at 1194 Prospect Avenue Westbury, New York 11590-2723 (the "Department") and (ii) WSP USA Inc., having its office at One Penn Plaza, New York, NY 10119 (the "Contractor").

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

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

WHEREAS, the Contractor desires 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;

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

1. Term.

The term of this Agreement shall commence upon the date (the "Commencement Date") that is set forth in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services (as defined below) and shall terminate six (6) years from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. The Commencement Date shall be on or after the Effective Date. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services.

(a) The services to be provided by the Contractor under this Agreement shall consist of such services as described in Appendix A unless excluded or clarified in Appendix C. (the "Services").

3. Payment.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services, including Preliminary Design Services and Environmental Consultation Services, under this Agreement shall not exceed the sum of Thirteen Million Seven Hundred Eighty-Eight Thousand Eighty-Three Dollars Forty Cents (\$13,788,083.40) (the "Maximum Amount"), which shall be payable pursuant to Appendix B Payment Schedule 1 and Payment Schedule 2.

(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.

4. 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).

5. 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.

6. 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, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) 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, the occurrence of which shall be 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) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

#### 7. 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 practices of the industry in which the Contractor operates under similar conditions at the same time and in the same locality (Standard of Care). 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. The Contractor shall, by conforming to the Standard of Care, perform the Services consistent with codes, standards and laws applicable to the Services.

#### 8. 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"), to the extent arising out of the willful misconduct or negligent

acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.

(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.

#### 9. 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 include "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 limit liability of not less One Million Dollars (\$1,000,000.00) per claim (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 except when such requirements are changed with the County's consent.

(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 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 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.

#### 10. 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.

The Contractor's Services will be performed, in part, by AKRF, Inc. Services to be subcontracted to AKRF, Inc. will include certain portions of environmental review, planning, and permitting tasks in support of preparation of necessary NEPA and/or SEQRA compliance documents, technical studies documenting environmental studies, preparation of permit applications, coordination with regulatory agencies to process environmental permits. The Contractor shall obtain County's written consent prior to replacing AKRF with another subconsultant to perform such subcontracted services. Such consent shall not be unreasonably withheld.

11. 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 termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. All Legal Provisions Deemed Included; Severability; Supremacy.

(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.

18. 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.

19. Administrative Service Charge.

The Contractor agrees to pay the County an administrative service charge of five hundred thirty three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. 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, third party approvals and other governmental 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.

21. 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.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

WSP USA, Inc.

By: Maxine Hill  
Name: Maxine Hill  
Title: Vice President,  
New York Area Manager  
Date: October 12,  
2018

NASSAU COUNTY

By: Brian J. Schneider  
Name: BRIAN J. SCHNEIDER  
Title: County Executive  
☒ Deputy County Executive  
Date: NOVEMBER 30, 2018

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the 12 day of October in the year 2018 before me personally came Maxine Hill to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED] that he or she is the Area manager of WSP USA, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Johns Gully

WELSA GUILLEN  
 PRINCE MICHEL, State of New York  
 ID# 71506289320  
 Issued in New York County  
 Registration Expires September 23, 2021

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 30 day of November in the year 2018 before me personally came Brian Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the 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

Saul Wiegold

LAURA J VIGLIOTTI  
NOTARY PUBLIC STATE OF NEW YORK  
LIC. #01VI6190782  
COMM. EXP. 08/04/2012 *20*  
COMMISSIONED IN NASS COUNTY

## APPENDIX A DETAILED SCOPE OF SERVICES

### **I. General Information**

Under a separate agreement, the County has authorized the County's program manager, the Program Management Joint Venture, hereinafter "PM-JV", to serve as the County's Program Manager for the Assignment. Additionally, other firms are expected to be contracted under the Diversion project. The roles and activities are not necessarily limited to the following:

- PM-JV: The PM-JV's activities will include, but are not necessarily limited to, verifying that the Firm's design conforms to the overall design intent of the County's improvement program, reviewing the Firm's submittals, schedule tracking, review of Firm's payment requests, and tracking progress and status of the assignment and project. Additionally, the PM-JV will provide technical support for easements as well as leading the community outreach/engagement task and SPDES related re-permitting.
- Design/Construction Firm(s): Under a separate contract(s) with the State and/or County, the role of the Design/Construction Firm(s) is to finalize design and construction. The Design/Construction Firm(s) may take the form of two separate firms for both design and construction services, respectively, or may take the form of one firm or joint venture should a Design-Build project delivery method be utilized.

### **II. Preliminary Design Services**

#### **Scope Summary**

The following is a list of the major items and tasks that are required to be produced pursuant to this Agreement. The preceding list is not a limitation of the items to be produced as per the terms of this Agreement. Refer to Section IV – Additional Requirements for additional information.

- A. Preliminary Engineering Report;
- B. Design Criteria Package;
- C. Geotechnical Data Report and Geotechnical Baseline Report

#### **A. Preliminary Engineering Report**

The selected Firm shall prepare a Preliminary Engineering Report (PER) that will include, at a minimum, the following:

1. Description of existing conditions
2. Discussion of alternative designs
3. Life cycle costs for alternatives
4. Design recommendations
5. Design criteria/basis for design
6. A schedule of anticipated design drawings
7. Conceptual construction schedule
8. Conceptual cost estimate
9. Constructability, Operability and Feasibility
10. Risk Evaluation

While other documents may be cited for reference, the PER must be able to stand on its own as the basis for design. The firm shall submit the report in PDF format and ten [10] hard copies in draft form for review by

Request for Proposal No. PW-S3B116-03CR B-1 | Page

the County. The firm shall meet with the County to discuss review comments and then revise and resubmit in final form in PDF format and ten [10] hard copies. The PER shall conform to the requirements of the Clean Water State Revolving Fund (CWSRF) Engineering Report Outline

The PER shall be complete upon the written approval of the Commissioner.

All outputs will be in Word, AutoCAD and Excel compatible formats. In addition, all work will be compatible to the County's Geographic Information System (GIS). Please be aware that a license will be required from the County to utilize data from the County's GIS.

## **B. Design Services**

Upon County approval of the PER, the Firm agrees to perform all the usual and necessary design services in connection with the preparation of drawings, specifications, and cost estimate for the Ocean Outfall – Effluent Diversion Project (“Diversion” or “Project”) suitable for advancing to final design or for public bidding of a Design-Build project based on this Agreement (herein also referred to as “Design Services”).

As further defined by the elements listed under Item IV. 4., the Design Criteria Package shall include a set of drawings and a set of major specifications that represent all of the major Project concepts. This deliverable shall also be accompanied by a Design Report that provides narrative to support the key decisions. The Design Criteria Package shall include all necessary calculations, design criteria, operational and control narratives and schematics. The Firm shall include all layouts, easements, alignments, plans, and cross sections to describe the entire length of the proposed force main route as well as the tie-ins to the Bay Park and Cedar Creek effluent facilities. The condition of the existing ocean outfall pipe and outfall diffuser should also be discussed and included based on the results of the investigation.

## **C. Geotechnical Investigations and Reports**

Based on the preferred alignment, the Firm shall prepare a Geotechnical Data Report (GDR) and a Geotechnical Baseline Report (GBR) as described herein and conforming to ASCE Geotechnical Baseline Reports for Construction (2007). The GDR shall contain:

1. A description of the geologic and hydrogeologic (groundwater) settings
2. A description/discussion of the Project exploration program
3. Logs of all borings, trenches, and other site investigations
4. Results of all field and laboratory testing

The GBR shall explain the information presented in the GDR and to inform the final design team of the baseline conditions anticipated to be encountered during subsurface construction and how those condition will likely impact the Project's progression. The GBR shall:

1. Discuss the site and subsurface conditions related to the anticipated means and methods of the construction of the geotechnical-related elements of the Project
2. Present the geotechnical and construction considerations for the basis of the Design Criteria Package, and any specific requirements that may be included in the subsequent contract specifications including project monitoring and/or mitigation measures during construction.

## **D. Design Build Design Technical Review Services**

Upon written request by the Department, Contractor shall provide technical review assistance during design-build procurement phase and ongoing Project implementation. The number and complexity of requests for technical assistance will be affected by several factors which are not known in advance: other agencies oversight, policies and procedures, etc. The time required to provide a satisfactory response will vary based on factors such as the complexity of the inquiry. However, the overall scope of technical review related services shall include, not limited to:

- Provide input into the selection process for technical proposals and evaluation/selection criteria
- Review of technical proposal from shortlisted design-build teams

### **III. Environmental Consultation Services**

#### **Scope Summary**

- A: Environmental review
- B: Permitting
- C: Ecological resources and other related surveying/ sampling consultation services, including oversight
- D: Support for property acquisition

Within the first 90-days following the Notice to Proceed, the Firm shall prepare and submit to the County and environmental work plan under consultation with the County and PM-JV. The environmental work plan should identify:

- Environmental review and permitting milestone dates, including draft, review, and comment periods as required by the relevant agencies, the County, and PM-JV. Timeline for draft and final environmental review and permitting deliverables will be aligned in order to ensure the successful execution of the Project. The work may need to be completed prior to submission of applications to Federal, State or local agencies for review of requests for issuance of discretionary permits, and/or the commencement of construction. It is the responsibility of the Firm to identify potential permits, including those permits which have already been obtained but may be modified due to changes in design or renewed.
- List of documents and information needed from the County to complete the environmental review and permitting efforts;
- Field studies;
- The environmental review document requirements;
- The permitting requirements (e.g. permit application, legal and other notices, public meeting and/or hearing support, permit modifications and/or renewals);
- Identification of discretionary and non-discretionary permits;
- A plan and process for obtaining temporary and permanent easements;
- List of required stakeholders interactions ranging from agency consultations and community outreach meetings.

The County and PM-JV will review and approve the environmental work plan. The environmental work plan shall be amended as needed throughout the term of this Agreement. It is possible that permits may need to be modified or renewed at some point during construction of the project, due to changes in design and/or means and methods. Components of each permit application submittal shall include the application form, drawings, supporting documentation as required by the specific agency reviewing the application(s). The Firm is responsible for payment of all fees required by agencies reviewing permit applications or for necessary newspaper publications.

#### **Task Orders**



The County shall issue Task Orders to the Firm for services in accordance with the criteria described in the below-listed subject areas (See A. through D.). The County shall initiate a Task Order by way of a written request for a detailed scope of work, schedule of deliverable(s), detailed budget and risk assessment. The Firm shall respond in writing with a Task Order proposal within the timeframe specified in the request.

#### **A. Environmental Review**

The Firm shall complete the appropriate type and level of documentation required for environmental review of the project, as dictated by the New York State and Federal laws and regulations pursuant to the New York State Environmental Quality Review Act (SEQRA) and the National Environmental Policy Act (NEPA).

The NEPA and, potentially, the SEQRA processes will require coordination between the Firm, the Design/Construction Firm(s), the PM-JV, the County, Federal and State lead agency. The PM-JV will review documents prepared by the Firm and oversee, on behalf of the County, the overall process.

The Firm shall develop sufficient information to formulate a project description, identify and assess project impacts, and identify mitigation measures. It should be noted that the PM-JV has already initiated consultations with some State Agencies (e.g. NYSOPHRP, NYSDOT, NYSDEC). Information and meeting minutes will be shared with the selected Firm. The Firm may need to conduct other consultations in completing the environmental review and permitting scope of work.

The Firm will attend required meetings as part of the environmental review process, and will develop meeting agendas, handouts, presentations, et cetera, as requested for the meetings in support of the environmental review process.

The Firm shall coordinate with the County, Design/Construction Firm(s) and the PM-JV in obtaining information on the fixed alignment to undertake an assessment of the project impacts, and, where necessary, in conducting field surveys, studies and investigations for the environmental review and permitting. The Firm will identify any potential data gaps and address those identified gaps via developing and implementing a plan to address aforementioned gaps.

#### **B. Permitting**

The proposed project and related services must comply with all applicable Federal, State, and local laws, rules, regulations, codes, ordinances, and standards. These may include but are not limited to the New York State General Municipal law, NEPA, SEQRA, New York State Pollution Discharge Elimination System (SPDES), local and State building, fire prevention, electrical and other codes, and ordinances and all other applicable Federal, State, and local regulations and codes.

The Firm shall obtain all permits required by Federal, State, and local laws, regulations and codes to secure permissions and identify traffic stipulations prior to construction and operation of the Project. A preliminary list of anticipated permits is included in the table below. The Firm shall identify and provide an up-to-date and a complete list as part of the work plan. The Firm shall also be responsible for preparing and obtaining all required permits.

As previously stated, the PM-JV has already initiated consultation with select agencies in advance of the environmental review process; however, the Firm shall initiate formal consultations with these agencies regarding required permits. It is the responsibility of the Firm to obtain relevant information, such as any Article 11 incidental takes, et cetera. The Firm shall be responsible for preparing plans (e.g., wetland mitigation/restoration, cultural resource artifact recovery, tree replacement, maintenance and protection of

traffic) that may be required for permit issuance or as a condition or stipulation of an issued permit or approval.

Agency/ Type	Anticipated Permit
United States Coast Guard (USCG)	<ul style="list-style-type: none"> <li>• Pre-Construction Notification</li> </ul>
National Oceanic and Atmospheric Administration National Marine Fisheries Service (NOAA NMFS)	<ul style="list-style-type: none"> <li>• Essential Fish Habitat Assessment and Endangered Species Act Consultation</li> <li>• Consultation - Section 305(b) (2-4) of the Magnuson-Stevens Act</li> <li>• Incidental Harassment Authorization</li> </ul>
United States Army Corps of Engineers (USACE)	<ul style="list-style-type: none"> <li>• Nationwide Permit No. 6 - Survey Activities</li> <li>• Nationwide Permit No. 12 - Utility Lines</li> </ul>
United States Fish and Wildlife Service (USFWS)	<ul style="list-style-type: none"> <li>• Consultation Section 7 of the Endangered Species Act)</li> </ul>
New York State Department of Environmental Conservation (NYSDEC)	<ul style="list-style-type: none"> <li>• Sediment Sampling and Analysis Plan Approval (if required due to modifications to diffuser)</li> <li>• Benthic Sampling and Analysis Plan Approval (if required if modifications to diffuser)</li> <li>• Stormwater Pollution Prevention Plan under SPDES General Permit for Stormwater Discharges from Construction Activity</li> <li>• SPDES Permit for Discharge to Surface Water for Construction Dewatering</li> <li>• Incidental Take Permit (Article 11)</li> <li>• Long Island Well Permit</li> <li>• Consultation - Natural Heritage Program</li> <li>• Consultation - Critical Environmental Areas</li> <li>• Article 15 Protection of Waters Permit</li> <li>• Article 25 Tidal Wetlands Act Permit</li> <li>• Article 24 Freshwater Wetlands Act Permit</li> <li>• Section 401 of the Clean Water Act - Water Quality Certification</li> </ul>
New York State Department of Transportation (NYSDOT)	<ul style="list-style-type: none"> <li>• Highway Work Permit</li> </ul>
New York State Department of State (NYSDOS)	<ul style="list-style-type: none"> <li>• Coastal Zone Management Program - Consistency Assessment</li> </ul>
New York State Office of Parks Recreation & Historic Preservation (NYSOPRHP)	<ul style="list-style-type: none"> <li>• Consultation - Section 106 of the National Historic Preservation Act of 1966</li> </ul>

Agency/ Type	Anticipated Permit
Nassau County Department of Public Works	<ul style="list-style-type: none"> <li>• Road Opening Permit</li> <li>• Sewer Permit</li> </ul>
Town of Hempstead	<ul style="list-style-type: none"> <li>• Floodplain Development Permit (Ch 348 "Flood Damage Prevention", Building Zone Ordinance)</li> <li>• Building Permit (Sections 272.A(9) and 310), Building Zone Ordinance, Chapter BZ, "Public Utility, Buildings, and Structures")</li> <li>• Freshwater Wetland Permit (Ch 165)</li> <li>• Structures in Waterways (Ch 168)</li> <li>• Excavations in Streets/Road Opening Permit</li> <li>• Tree Removal Permit</li> </ul>
Village of East Rockaway	<ul style="list-style-type: none"> <li>• Site Plan Approval</li> <li>• Stormwater Management and Erosion and Sediment Control</li> </ul>
Village of Rockville Centre	<ul style="list-style-type: none"> <li>• Freshwater Wetland Permit (Chapter 197)</li> <li>• Floodplain Development Permit (Chapter 188)</li> <li>• Stormwater Management and Erosion and Sediment Control (Chapter 286) Review of SWPPP preparation</li> </ul>
Village of Lynbrook	<ul style="list-style-type: none"> <li>• Stormwater Management and Erosion and Sediment Control</li> <li>• Tree permit</li> </ul>
Village of Freeport	<ul style="list-style-type: none"> <li>• SWPPP</li> </ul>
Utilities	<ul style="list-style-type: none"> <li>• Coordination on underwater utilities (initial coordination and if any revisions to design)</li> </ul>
Long Island Rail Road	<ul style="list-style-type: none"> <li>• Crossings approvals (initial coordination and if any revisions to design)</li> </ul>

### C. Field Studies and Oversight

The Firm shall coordinate with the Design/Construction Firm(s) and the PM-JV on the scheduling of field work. The Firm shall work with the Design/Construction Firm(s) to optimize the design to avoid, minimize or mitigate any and all adverse environmental impacts, and to obtain all necessary permits for the successful construction of the project. The Firm shall provide a work plan and input for all field studies to meet environmental review and permitting requirements. Some examples include:

- Phase 1 Environmental Site Assessment (ESA)
- Phase 2 ESA, as necessary, based on the results of the Phase 1 ESA, for the entire project area.
- Archaeological studies (Phase 1A and Phase 1B, if necessary, based on results of the archaeological studies from Phase 1A and consultation with the NYSHPO). It should be noted that the PM-JV initiated consultation with NYS SHPO previously. Refer to Attachment B for additional information, e.g. letters to agencies for consultations.
- Traffic and noise studies, in consultation with the Design/Construction Firm(s).

As part of the above activities, the Firm shall incorporate all field studies and oversight tasks in the Environmental Work Plan, coordinate with the PM-JV, the County and the Lead Agency for environmental

review on the proposed approach and timing relative to the environmental review and permitting processes for the Project. It shall be the responsibilities of the Firm to oversee the surveys, studies and investigations in a manner that satisfies the requirements of the environmental review scope, the NYS SHPO, and for agencies reviewing permit applications and issuing permits. The County and PM-JV shall provide input and support as needed on these surveys and review the study report(s) and document(s).

#### **D. Support for Property Acquisition**

The Firm, with assistance from the PM-JV, shall interface and provide support to the County for property acquisitions in the form of fee simple, permanent or temporary easements. The Firm shall provide technical and other support to the County in its efforts to secure permanent and temporary easements.

The proposed alignments, locations of maintenance shafts or vents may require temporary or permanent property easements, or fee simple acquisition. The Firm shall verify the availability of all property acquisitions and via coordination with the Design/Construction Firm(s), and the PM-JV and determine if there are any feasible alternatives for the review and coordination with the County.

The Firm shall provide information to the County on easements or other acquisitions required for the proposed project, including strategy, messaging, roster of properties requiring easements/right-of-way, impacts, et cetera. Any update in the design would require the Firm to coordinate with the Design/Construction Firm(s), the PM-JV and the County on any changes to impacted properties. Jurisdictional responsibilities shall be indicated for public roads, parks and facilities.

It is the role of the Firm to:

- Assist the County in identifying and evaluating the various properties requiring acquisition of rights of access and/or easements. Identify and maintain a roster of properties impacted by the proposed construction and final tunnel alignments - define properties that must be acquired as a whole or in part or if easements can be used; right-of-way potential impacts; property files, containing required information (e.g. lot and block numbers, size of property, size of easement sought); tracking of the right-of-way easements process
- Coordinate with the Design/Construction Firm(s) and PM-JV on the right-of-way requirements under waters of the US for the pipeline works and based on the zone of influence of the pipeline, provide to the PM-JV the right-of-way requirements for leasing of land under the Waters of the US
- Assist the County and PM-JV with information on assessed value (land and total) and other pertinent information (owner name, owner's address, property block and lot, property address) for right-of-way or property acquisition as necessary.

#### **IV. Additional Requirements for Design and/or Environmental Services**

The Firm shall be responsible for performing tasks and services necessary for developing preliminary design documents suitable for advancing to final design or for a publicly biddable design-build contract for the Project. All such tasks and services may not be specifically identified herein, but are clearly included or implied in the intent of this Agreement as they are; necessary to fulfill the Scope of Services; terms of funding; implied; or incidental, and as determined by the County with no time or cost implications.

1. In order to identify the scope of work pertaining to hazardous materials, if any for this Project, the Firm 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. The hazardous materials to be addressed include, but are not limited to, asbestos-containing materials, lead paint, mercury and PCB. The Final Design Criteria Package 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. 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 Firm 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 Firm and PM-JV.
3. Milestone Delivery Dates: Submit the Preliminary Engineering Report, Environmental and Permitting Work Plan, Draft and Final Design Criteria Package and Geotechnical Baseline Reports for the County and PM-JV review. Components of each submittal shall include drawings, key specifications, and a construction cost estimate. The Design Criteria Package shall be completed within 315 calendar days of the County's authorization to begin services (NTP). The schedule shall accommodate a minimum of 2 weeks of review time for each design submittal package. Below are the milestone dates, if the Firm misses any milestone the County reserves the right to cancel the remainder of the agreement.

Milestone #1:	a) Preliminary Engineering Report b) Environmental and Permitting Work Plan	90 days from NTP
Milestone #2:	Draft Design Criteria Package	150 days from NTP
Milestone #3:	a) Final Design Criteria Package b) GDR and GBR Package	315 days from NTP

4. The key deliverables in the Design Criteria Package include the following:
  - Complete Drawing List
  - Design Drawings (Advanced P&ID, Civil, Architectural, and Mechanical Disciplines; Basic Plan and Profile, Electrical, HVAC, and Structural Disciplines)
  - Final Hydraulic and Hydrologic Modeling
  - Final Hydraulic Profile, Process, and Major Equipment Calculations
  - Specifications Table of Contents, Specifications Not Included List, and Manufacturer's List
  - Draft Specifications for Major Items (major equipment, pipe, concrete, etc.)
  - Preliminary Control Narratives (or Strategies)
  - Final Hazard Investigations (asbestos, lead, mercury, etc.)
  - Calculations Log
  - Construction Cost Estimate
  - Risk Management Methodology
5. Drawings: The Firm shall prepare the design using 3D CAD models for this assignment. The Firm shall have complete professional liability for the Project drawings, whether or not developed from the standards furnished by another entity.
6. Specifications: The Firm shall be responsible for developing key technical specifications, to the extent possible, based on the recommended design approach as concluded from the PER.
7. Develop Risk Management Methodology to identify risks that may adversely affect the project and/or opportunities that may positively affect the project:
  - i. Identify all known and potentially unknown risks/opportunities that the project may face.
  - ii. Rate top twenty (10) risks/opportunities each with a score from 1 to 3 (most likely to least likely) for probability and impact of occurrence.
  - iii. Document triggers that will indicate if a risk/opportunity event is in play.
  - iv. Develop a risk mitigation plan in the event a trigger is initiated.
  - v. Recommend risk response recommendations to maximize the project efficacy with strategies to avoid, transfer, mitigate and/or accept risks and/or opportunities.

vi. Estimate the value of risks/opportunities.

8. **Funding Compliance:** The County is currently receiving State and Federal funding support and is pursuing further funding opportunities with other State and Federal agencies program. As the County's program manager, the PM-JV is responsible for managing and ensuring the County is in compliance with the source funding requirements. However, the Firm, as part of their design services, shall provide support to the PM-JV, to the extent possible, in maintaining all source documentation needed to support the project in obtaining reimbursement and for auditing purposes. Examples of source documents are invoices, payment vouchers, employee timesheets, force account summary sheets, purchase orders, item slips, plans and specifications, design and/or construction contracts, insurance policies, environmental and historic clearance letters or permits, and etcetera.

Funding sources, such as the CWSRF from EFC, require a documented good faith of effort to pursue MBE/ WBE participation, the County has a 30% goal for MBE/WBE and 6% goal for Service Disabled Veteran (SDVOB) participation for this project. In these instances, information such as quarterly reports and MBE/ WBE utilization plan is required to be provided to EFC as part of the funding contract agreement. The Firm, as part of their scope, shall provide necessary support to the PM-JV in order for them to perform work effectively and to assist the County in complying with the contract. The requirements of this section regarding subcontracting and source funding apply to both Preliminary Design Services and Environmental Consultation Services. Any provisions related to Disadvantaged Business Enterprise (DBE) shall only apply to this Agreement if required by a federal funding source for this contract. If such federal funding requires DBE participation this agreement shall be modified accordingly, and such modification shall be prospective from the date of modification.

9. **Construction Cost Estimate:** A complete construction cost estimate, including all construction factors, allowances (if any, to account for easement and land acquisition), 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. The accuracy of such cost estimates shall increase with each successive milestone submittal. The Firm shall 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 at the end of the Preliminary Engineering Report phase of the project. This shall be considered a Class 2 cost estimate in accordance with AACE International recommended Practice 18R-97 (Revised 2016). Provide a Basis of Estimate document in accordance with AACE International Recommended Practice No. 34R-05.

Develop a Design Development construction cost estimate at the end of the Final Design Criteria Package phase of the project. This shall be considered a Class 1 cost estimate in accordance with AACE International recommended Practice 18R-97 (Revised 2016). Provide a Basis of Estimate document in accordance with AACE International Recommended Practice No. 34R-05.

b. **Estimate Methodology**

Estimates shall be clearly quantified and detailed as to Labor, Material, and Equipment (construction assistance) components. 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.

Estimates shall 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. Estimates shall 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.

At the County's direction estimates shall 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.

c. Funding Cost Breakdowns

At the start of the design development, all items that are determined as per PM-JV to be reimbursable by FEMA, EFC or other funding sources shall be segregated and independently estimated at each design level. Final bid documents are required to contain clear bid scope line items that will be reimbursable by the respective agency.

d. 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.

10. Data: Throughout the design, a variety of data will be developed/secured in various formats. These data may include but not be limited to: field or laboratory analytical data, designs and photos, and historical/published data. The formats may be write-ups, numerical/tabular, graphical, photographic, GPS/survey data, and data logs. The Firm shall give full and adequate consideration in the execution of the Project to the development and implementation of environmental data and GIS to manage, use and retrieve environmental data for either the PM-JV or the County.

11. Field Studies: All necessary field work such as geological, geographic, topographic/elevations, property line metes and bounds, foundation/basement surveys, etc. shall be undertaken by the Firm to complete the design deliverables defined in this RFP.

The Firm shall coordinate with the County and PM-JV on the scheduling of all fieldwork. To properly time the performance of field studies to support all aspects of this Project, the Firm shall coordinate with the County, PM-JV and Design/Construction Firm(s) on the proposed approach and timing relative to the environmental review and permitting processes for the Project.

The PM-JV has obtained letters from several agencies which highlight sensitive receptors that the Firm should be aware of during design for the construction and operations of the proposed Project. Those letters and replies are provided in Attachment B for informational purposes only.

12. The Firm shall record the outcome and stipulations of the environmental review processes in an Action Register. The Action Register shall be used to input any mitigating measures and stipulations into the construction specifications or design-build bid documents. The Action Register shall document requirements or conditions by the EIS or other environmental permits as related to the design.

Design milestones crucial to environmental permitting and review are described in the following subsection. Pertinent information and content, not limited to the following, needed for environmental review and permitting works are:

PER

- Alignment route; air vent locations; shaft locations fixed; permanent access and egress locations, conceptually at the intermediate shafts of the new force main and at the existing valve chambers of the existing aqueduct (see Attachment B)
- Construction methodology defined (e.g. TBM or pipe-jacking method determined, shaft concepts)
- Means and methods identified (e.g. parameters such as construction staging areas, laydown area location and size)
- Settlement analysis of buildings and structures influenced by the construction of the tunnels and proposal of mitigating measures when applicable.
- Transport planning, such as identifying the need for and potential routes of detours and/or lane closures along Sunrise Highway and at tunnel connection points along the existing 72-inch water line

Design Criteria Package

- Plan and elevation drawings for all elements
- Descriptions, plans, and drawings of proposed easements and alignments
- Plans and profiles of all subsurface pipes and tunnels
- Descriptions, plans, and drawings for all permanent easements, ventilation shafts, maintenance shafts, and maintenance access points
- Descriptions, plans, and drawings of proposed construction shafts

It is critical that the PER and Final Design Criteria Package be delivered within a specific timeframe in order to ensure approvals and permit stipulations/conditions are identified and accepted by the County.

13. Community and Stakeholder Engagement: Due to the nature of the works and potentially significant impacts, as well as environmental review and permit administrative procedures, engagement of the public and various stakeholders will be necessary. The Firm shall support the County, and the PM-JV on the creation of materials such as drawings, handouts, presentations, etc. for any public outreach related matters.

The Firm shall assist and support the Project's public and community outreach efforts by providing information on the technical scope of work, attending meetings with the public, and presenting on the proposed design and construction methodology. The Firm shall coordinate and allow the PM-JV time for review of information in advance of any meeting.

The Firm's activities shall include but not be limited to:

- Prepare information, presentation materials, and renderings for public meetings
- Answer technical questions, inquiries, and comments that are raised during public meetings or sent by the public, professional organizations, media, elected officials, the Client, the PM-JV, and other entities
- Prepare project information and provide to the PM-JV for handouts related to the alignment and design of the proposed project



14. The Firm shall 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 Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
15. The Firm shall submit written responses to all County and/or designated representatives review comments.
16. The Firm shall make periodic site visits as necessary for a complete understanding of the existing facilities and systems operations. The Firm shall coordinate with the County and PM-JV prior to such site visits.
17. The Firm shall review all comments and/or questions posed by prospective proposers. Keep a log of such comments/questions and prepare a written response to each for review and comment by the County/PM-JV.
18. The Firm shall prepare all necessary addenda to the proposal documents.
19. The Firm shall provide copies of any and all design calculations.

**APPENDIX B**  
**PAYMENT SCHEDULE 1 (PRELIMINARY DESIGN SERVICES)**

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

**Preliminary Engineering Report (Division A)** lump sum fee: \$ 2,418,628

**Design Criteria Package (Division B)** lump sum fee: \$ 2,652,590

**Geotechnical Investigations and Reports (Division C)** lump sum fee: \$ 535,000

**Design-Build Technical Review Services (Division D)** capped at \$1,000,000

For the design (Division B) phase, the Firm's fee shall be payable as follows:

<u>Phase of Work</u>	<u>% of Fee (cumulative)</u>
Draft Design Criteria Package	30%
Final Design Criteria Package	60%
Approved Design Criteria Package	100%

**Partial Payments** - The Firm's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed for each 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.

**Extra Services or Additional Costs** - If the Firm 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 Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, 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 Firm 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 Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two 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.

The Contractor's services under **Division D** shall be compensated based on negotiated hourly rates or lump sum. Each such work will be initiated by the County and have its own scope and schedule. Contractor shall perform Division D services upon receipt of written authorization including estimated budget or lump sum price.

**APPENDIX B**  
**PAYMENT SCHEDULE 2 (ENVIRONMENTAL CONSULTATION SERVICES)**

Payment to the Firm for environmental consultation services as outlined in "Appendix A," including any extra services Payment to the Firm for all services as outlined in "Appendix A," including any extra services that may be authorized under this Agreement, shall follow the Cost Proposal Sheet, and negotiated with the County as part of each task order. **Partial Payments** - The Firm's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed 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.

The budget ceiling for the environmental services scope is 4 million dollars (inclusive of all markups, fees and expenses). Each Task Order will be initiated by the County and have its own scope, schedule, and budget. There is no guaranty that the full budgeted amount will be spent.

Maximum billable rate of the Principal, after application of any and all multipliers shall not exceed \$225/hour. Maximum billable rate of the Project Manager, after application of any and all multiplier shall not exceed \$175/hour. Firms will receive compensation for expenses and other direct costs related to field investigation. Exact compensation will be negotiated for each task order.

The hourly billing rates are as follows:

Task	Principal	Project Manager	Technical Engineer I	Technical Engineer II	Senior Scientist	Project Scientist	Field Supervisor	Field Assistant	Senior Legal Counsel	Legal Assistant
Administration and Project Management	\$225	\$175	\$114	\$133	\$294	\$181	\$120	\$95	\$500	\$150
Permits and Environmental Review	\$225	\$175	\$114	\$133	\$294	\$181	\$120	\$95	\$500	\$150
Field Sampling	\$225	\$175	\$114	\$133	\$294	\$181	\$120	\$95	\$500	\$150
Support for Property Acquisition	\$225	\$175	\$114	\$133	\$294	\$181	\$120	\$95	\$500	\$150

**Extra Services or Additional Costs** - If the Firm 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 Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, 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.

## APPENDIX C CLARIFICATIONS AND ASSUMPTIONS

1. The WSP team will provide preliminary design documents that provide a technical basis for future advancement, by others or by the WSP team as Extra Services. Such advancement would be required for either the preparation of design-build contract documents or for the preparation of final design documents for a design-bid-build procurement.
2. The preliminary design documents will be suitable for Design-Build procurement. Additional work (by others) will be required for Design-Build procurement, including preparation/finalization of specifications (including Division 0, Division 1, and other Divisions), contract forms, and other efforts. These services are not included in the lump sum. The Design-Builder may supplement the information provided by the WSP Team with additional geotechnical investigations.
3. For Environmental Consultation Services, we understand that the Project Manager (proposed to be David Smith), and the Principal (proposed to be Maxine Hill) will have maximum billable rates of \$175/hour and \$225/hour, respectively, and that the billable rates of all other individuals are not constrained.
4. For Extra Services, we understand that payment terms will be as mutually agreed by the Department and WSP, as either a lump sum or based on actual salaries with a 2.75 multiplier, except that for services performed by principals while engaging in a technical capacity in the project, the maximum billable rate, after application of the multiplier, shall not exceed \$175 per hour. The maximum rate will apply to the principal executive of WSP (Maxine Hill) and to the principal executive of each of our subconsultants.
5. The WSP Team understands that Partial Payments will be made monthly, determined by the portion of the Contractor's work completed, as approved by the Commissioner. The Team understands that partial payments will be made on partially completed submittals. The Team provide supporting documentation with each monthly invoice to demonstrate the extent of the partial completion of each submittal.
6. The WSP Team has assumed a combination of different types of field and laboratory investigation technique to assess settlement, strength, and shear parameters. This includes 25 Conventional soil borings with Standard SPT (ASTM D1557). Borings depths varies between 60 feet and 100 feet, two borings are assumed within creek shallow waters. Level "D" is assumed for boring drilling conditions. Laboratory testing includes sieve analyses, one-dimension consolidation, and Atterberg limits and water/soil corrosivity testing.
7. WSP shall rely on a law firm to perform the Legal Services requested by Nassau County (the County) because WSP does not perform legal advisory services, is not licensed to practice law, and cannot engage in activities that could be construed as practicing law.  
The WSP Team notes that (1) legal services constituting the practice of law shall be considered to have been rendered solely and directly by the law firm to the County, and (2) any attorney-client relationship arising in connection with the services is solely between the County and the law firm and not between WSP and the law firm. The Parties will define legal services to be performed in Task Order scope of work. The Parties will endeavor to establish a mutually agreeable engagement arrangement with the selected law firm
8. NOT USED
9. The fee included for drilling services for the subsurface investigation work assumes that no night or weekend hours are required. Working hours for drilling are assumed to be between 7:00am and 4:00pm.
10. The WSP Team has assumed that alignment and profile drawings previously prepared by the County during Sunrise Highway Aqueduct inspection will be made available to the team in workable electronic format (e.g. CAD)

11. Work Zone Traffic Control (WZTC) zones will follow NYSDOT Standards and Practices. MUTCD and HDM Chapter 16
12. NOT USED
13. The WSP Team has identified potential microtunnel alignments that would result in no Sunrise Highway aqueduct siphons being incorporated into the completed system (neither the siphon located at Merrick Road in the west, nor at Wantagh Parkway in the east). Should any circumstance arise in which either siphon needs to be incorporated into the preliminary design, the associated work is considered out of scope.
14. NOT USED
15. The WSP Team assumes three conceptual alternatives will be assessed for BPSTP: 1) Effluent Diversion PS that pumps all Bay Park flow and uses flow controller to by-pass >75 MGD to outfall; 2) New effluent diversion PS at Bay Park to pump to the discharge side of Cedar Creek effluent PS; 3) optimization of a combined alternatives 1 and 2
16. The WSP Team assumes that the base concept of CCPWCP would include: discharge to new equalization tank, discharge to unused final settling tank; flow control to CC wet well and sizing of equalization and flow control; replacement of pumps, motors, drives and associated controls, and evaluation for replacement of all gates and flow control devices within the pump station.
17. NOT USED
18. The WSP Team assumes the following for I&C/SCADA:
  - Future SCADA system connection(s) for remote monitoring and control will be 10/100/1000 Base-T Ethernet compliant using multimode fiber optic cable and "SC" style connectors.
  - Ethernet radio telemetry will work and will be point-to-point only, between the BPSTP and the CCWPCP facilities.
  - No secondary means of communications between the BPSTP and the CCWPCP facilities will be designed.
  - Instrumentation will be located at the BPSTP and the CCWPCP facilities only. Not along the transmission line.
  - CCWPCP's effluent flow is currently being measured electronically just before the outfall and a 4-20mA dc signal is available for remote monitoring.
19. Outfall exterior underwater inspection is extending only from outshore of the surf zone to the diffuser field. For outfall exterior inspection, The WSP Team has assumed that approximately 1.5 miles (75%) of the outshore end of the pipe will be exposed and/or accessible for inspection and imaging.
20. NOT USED
21. All 120 diffuser ports will be visually inspected to determine if the port is discharging/operating as expected. Only 10% of the slabs will be removed for port structure inspection
22. Due to safety considerations, underwater inspection and bathymetric surveying will not be performed in the surf zone or in shallow water depths (less than 10 feet) 23. Plans detailing and sizes of the outfall system were not available during proposal development. The WSP Team assumes accurate plans will be provided to support the field efforts.
24. The WSP Team assumes unmanned BPSPT facility. Cast-in-place structure is assumed for pump stations structural elements due to underground elements.
25. WSP will provide preliminary design documents that address restoration of existing features that may be disturbed by construction. Landscaping is not included.
26. Flood surge loads and elevations are assumed to be provided to our team by Nassau County. Level of flood protection (dry protection inside the facility) is excluded from our Lump Sum fee.
27. The goals for MBE / WBE /SDVOB participation are stated in the Contract. There is no requirement for DBE participation.

#### **EXCLUSIONS FROM BASE SCOPE (LUMP SUM)**

1. Hazardous Materials Survey (buildings, soil, utilities, etc.) is under environmental task orders
2. Sunrise Highway Aqueduct – field inspection, and field testing (e.g. coring, sampling, and durability assessment)
3. Foundation and basement – field surveys
4. Inspection of the interior of the Cedar Creek outfall pipe. Note: A additional fee for such services proposed to the County on 9/7/2018 is not included in the lump sum fee under this Agreement.
5. Inspection of all Cedar Creek Diffusers (10% are inspected within the lump sum fee)
6. Geotechnical field Investigations beyond the assumed 25 borings and associated testing and reports described in this proposal. Additional borings are recommended prior to construction (e.g. by County, final designer or contractor).
7. Construction Cost Estimates will be performed as AACE International Cost Estimate Class 4 (for Final Design Criteria Package) and Class 3 (for Final Design Criteria Package) rather than Class 2 and 1
8. All Environmental Services (other than the initial Environmental Work Plan, EWP). Updates to the EWP after the Preliminary Engineering Report is submitted are excluded (except to incorporate review comments).
9. Public and Stakeholder Engagement (except for planning which is included in the EWP)
10. All fees required by agencies reviewing permit applications (assumed payable as Task Order)
11. If a Design-Build procurement method is selected, additional contract documents (specifications (including Division 0, Division 1 and/or other Divisions), contract forms, etc. will need to be prepared. These are not included in the lump sum.
12. Design of repairs to any deficiencies in existing outfall, aqueduct, or any other structure
13. Signed and Sealed construction documents. GDR and GBR will be signed and sealed.
14. Preparation of Addenda
15. Bid support services beyond the fee amount stated in this proposal
16. After approval by the County of the initial Environmental Work Plan, subsequent updates and amendments will be included in environmental Task Orders (not the lump sum)
17. Right of Way survey along Sunrise Highway (all work will be completed within the roadway)
18. 3D CAD design will be used for design of pump stations and associated vaults and chambers within the BPSTP and CCPWCP. 2D CAD design will be used for other locations.
19. NOT USED
20. Physical modeling of the receiving pump station

**APPENDIX E**  
**STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS**

**1. 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).

**2. 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.

**3. 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, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) 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) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(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) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent,

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

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

**4. 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.

**5. Indemnification; Defense; Cooperation.**

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the 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 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 in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

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

**6. 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) in the aggregate, (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 one million dollars (\$1,000,000) per claim, (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, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability 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 or authorized to do business in New York State and acceptable to the County; and (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 County Attorney's Office. 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 County Attorney's Office of the same and deliver to the County Attorney's Office 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 any action, 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.

## **7. Assignment; Amendment; Waiver; Subcontracting.**

(a) 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

## **8. 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.

**9. 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 termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

**10. 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 County Comptroller, the County Attorney's Office, 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.

**11. 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.

**12. 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.

**13. All Legal Provisions Deemed Included; Severability; Supremacy; 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) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

**14. Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge of five hundred thirty three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$5,000	\$0
\$5,001 - \$50,000	\$160
\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

**15. 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 and other governmental 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.



**APPENDIX G**  
**NY STATE REVOLVING FUND BID PACKAGE**

NO TEXT ON THIS PAGE



**Environmental  
Facilities Corporation**

**ANDREW M. CUOMO**  
Governor

**SABRINA M. TY**  
President and CEO

# **Program Requirements and Bid Packet for Non-Construction Contracts**

(For Treatment Works and Drinking Water projects funded with NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund and Non-Treatment Works projects funded with NYS Clean Water State Revolving Fund)

Effective October 1, 2017

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

## Table of Contents

PART 1: HOW TO USE THIS DOCUMENT .....	4
PART 2: REQUIRED CONTRACT LANGUAGE .....	6
SECTION 1    REQUIREMENTS AND PROCEDURES FOR BUSINESS	
PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED	
BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY-	
AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL	
EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND	
WOMEN .....	6
I.    General Provisions .....	6
II.    Equal Employment Opportunities (EEO) .....	7
III.    Business Participation Opportunities for MWBEs .....	8
A.    Contract Goals .....	8
B.    MWBE Utilization Plan .....	9
C.    Requests for Waiver .....	9
D.    Monthly MWBE Contractor Compliance Report ("Monthly MWBE	
Report") .....	10
E.    Required Federal DBE Forms .....	10
F.    Liquidated Damages - MWBE Participation .....	10
SECTION 2    PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE	
CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES .....	11
SECTION 3    REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT .....	11
SECTION 4    RESTRICTIONS ON LOBBYING .....	11
PART 3: GUIDANCE MATERIALS .....	12
APPLICABILITY OF PROGRAM REQUIREMENTS .....	12
SECTION 1    GUIDANCE FOR THE REQUIREMENTS AND PROCEDURES FOR	
BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL	
DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE	
CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES	
AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP	
MEMBERS AND WOMEN .....	13
I.    Summary of EEO, MWBE, and DBE Forms .....	13
A.    Forms to be Submitted Prior to Contract Execution .....	13
B.    Forms to be Submitted During the Term of the Contract .....	13
II.    Business Participation Opportunities for MWBEs .....	14
A.    Contract Goals .....	14
B.    Good Faith Efforts .....	14
C.    MWBE Utilization Plan .....	15
D.    Eligibility for MWBE Participation Credit .....	16
E.    Requests for Waiver .....	17
III.    Subcontractor's Responsibilities .....	18
IV.    Protests/Complaints .....	18
V.    Waste, Fraud and Abuse .....	18
SECTION 2    GUIDANCE FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED	
VETERAN-OWNED BUSINESS ENTERPRISES ("SDVOB") PARTICIPATION	
OPPORTUNITIES .....	18
SECTION 3    GUIDANCE FOR REQUIREMENTS REGARDING SUSPENSION AND	
DEBARMENT .....	19
SECTION 4    GUIDANCE FOR RESTRICTIONS ON LOBBYING .....	19
SECTION 5    PROGRAM CONTRACT REQUIREMENT DECISION TREE .....	20
SECTION 6    SUMMARY OF CONTRACTOR REQUIREMENTS FOR SRF-FUNDED	
PROJECTS .....	21



ATTACHMENTS (REQUIRED FORMS)

- Attachment 1 - EEO Policy Statement
- Attachment 2 - EEO Staffing Plan
- Attachment 3 - EEO Workforce Employment Utilization Report
- Attachment 4 - Monthly MWBE Contractor Compliance Report
- Attachment 5 - MWBE Utilization Plan
- Attachment 6 - MWBE Waiver Request
- Attachment 7 - EPA Form 6100-2 - DBE Subcontractor Participation Form
- Attachment 8 - EPA Form 6100-3 - DBE Subcontractor Performance Form
- Attachment 9 - EPA Form 6100-4 - DBE Subcontractor Utilization Form
- Attachment 10 - Lobbying Certification

# PART 1:

## HOW TO USE THIS DOCUMENT

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 Program Requirements and Bid Packet for Non-Construction Contracts document contains (1) a brief description of New York State and federal program requirements for Contracts and Subcontracts funded in whole or part by the New York State Clean Water and Drinking Water SRFs, (2) required language for such Contracts and Subcontracts to satisfy the SRF program requirements, including required forms, and (3) guidance materials to assist entities in complying with these requirements.

### PROGRAM REQUIREMENTS

The following requirements apply to Treatment Works and Drinking Water projects funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund as well as Non-Treatment Works projects funded with the NYS Clean Water State Revolving Fund:

- Participation of Minority- and Women-Owned Business Enterprises ("MWBE") and Equal Employment Opportunities ("EEO") pursuant to 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);
- Participation by Disadvantaged Business Enterprises ("DBE") in United States Environmental Protection Agency ("EPA") Programs pursuant to 40 Code of Federal Regulations (CFR) Part 33;
- Equal Employment Opportunities pursuant to Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7;
- Non-discrimination requirements pursuant to Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972;
- Encouragement of participation of Service-Disabled Veteran-Owned Business Enterprises ("SDVOB") in accordance with New York State Executive Law, Article 17-B and 9 NYCRR Part 252;
- Requirements regarding suspension and debarment pursuant to 2 CFR Part 180, 2 CFR Part 1532, 29 CFR § 5.12, State Labor Law § 220-b, and State Executive Law § 316; and,
- Restrictions on Lobbying pursuant to 40 CFR Part 34.

EFC or its authorized representatives, and other governmental entities as applicable, reserve the right to conduct occasional site inspections to monitor compliance with SRF program requirements.

**This document is not intended to be inclusive of all applicable legal requirements and there may be other legal requirements that need to be included in a particular Contract or Subcontract that are not set forth here. Accordingly, EFC recommends that Recipients, Contractors, Subcontractors, and any other involved entities consult their legal counsel for advice on compliance with all applicable laws, including but not limited to local laws. This document is not intended to be legal advice.**

Refer to the EFC website at [www.efc.ny.gov](http://www.efc.ny.gov) for the latest version of the bid packet to ensure that the most recent forms and contract language are being used.

## **REQUIRED CONTRACT LANGUAGE**

Part 2 of this document is the Required Contract Language. All of the language in Part 2 must be inserted in to all Contracts and Subcontracts funded in whole or in part with SRF funds, in order for SRF Recipients, Contractors, and Subcontractors to comply with the above-listed SRF program requirements.

## **GUIDANCE MATERIALS**

Part 3 of this document sets forth Guidance Materials intended to assist SRF Recipients, Contractors, and Subcontractors in complying with the foregoing SRF program requirements, as applicable.

**The Guidance Materials are for informational purposes only and are not intended to be used as contractual language. Please do not incorporate the Guidance Materials into any Contracts or Subcontracts.**

## **COMMONLY USED TERMS**

The following commonly used terms are defined herein as follows:

**“Contract”** means an agreement between a Recipient and a Contractor.

**“Contractor”** means all bidders, prime contractors, Service Providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

**“Service Provider”** means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

**“Subcontract”** means an agreement between a Contractor and a Subcontractor.

**“Subcontractor”** means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

**“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 thereunder are being paid in whole or in part.

**“State”** means the State of New York.

**“Treatment Works”** is defined in Clean Water Act (CWA) Section 212.

**“Nonpoint Source Projects”** and **“Green Infrastructure Projects”** are defined in CWA Section 319.

**“Estuary Management Program Project”** is defined in CWA Section 320.

## PART 2:

### REQUIRED CONTRACT LANGUAGE

#### **SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN- OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

The Equal Employment Opportunities requirements of this section apply to Contracts and Subcontracts greater than \$10,000, with the exception of the EEO Workforce Employment Utilization Report requirement which applies to construction Contracts and Subcontracts greater than \$25,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") and Disadvantaged Business Enterprises ("DBE") requirements of this section apply to Contractors and Subcontractors working pursuant to: (1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, greater than \$25,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above \$25,000; and, (3) change orders greater than \$25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

##### **I. General Provisions**

##### **A. Contractors and Subcontractors are required to comply with the following provisions:**

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
2. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
3. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
4. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
5. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.

- B. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor 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 Contractor 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.

- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.
- E. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Federal DBE Regulations, or Title VI, such law and regulations shall supersede these requirements.
- F. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

## **II. Equal Employment Opportunities (EEO)**

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO 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.
- B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.
- C. Contractor represents that it's EEO policy statement includes the following language:
  - 1. 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 SRF projects.
  - 2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - 3. 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, 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.
- D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Section 504, Age Discrimination Act, Section 13, and all other State and Federal

statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### F. Required EEO Forms

##### 1. EEO Staffing Plan

To ensure compliance with this section, the Contractor represents that it has submitted prior to execution of this Contract an EEO Staffing Plan to the Recipient's MBO to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

##### 2. EEO Workforce Employment Utilization Report ("Workforce Report")

- a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC on a quarterly basis during the term of the Contract.
- b. Separate forms shall be completed by Contractor and any Subcontractor.
- c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

### III. Business Participation Opportunities for MWBEs

#### A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation ("MWBE Combined Goals") based on the current availability of qualified MBEs and WBEs.

Program	MWBE Combined Goal*
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Infrastructure Improvement Act Grants (also receiving EFC loan)	Clean Water project 23% Drinking Water project 26%
NYS Intermunicipal Grants (also receiving EFC loan)	Clean Water project 24% Drinking Water project 24%
NYS financial assistance only	30%
Engineering Planning Grant	30%

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

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>.

3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals. For construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

#### B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

#### C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third 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 the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Required Federal DBE Forms

1. EPA Form 6100-3 - DBE Subcontractor Performance Form  
Contractor represents that it has submitted the Form 6100-3 to all of its Subcontractors, all of its Subcontractors have completed the form, and that Contractor submitted such completed forms to Recipient with its bid submission.
2. EPA Form 6100-4 - DBE Subcontractor Utilization Form  
Contractor represents that it has completed the Form 6100-4 and submitted such completed form to Recipient with its bid submission.
3. EPA Form 6100-2 - DBE Subcontractor Participation Form  
Contractor represents that it has distributed a Form 6100-2 to its MWBE Subcontractors for completion prior to execution of this Contract.

F. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

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

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.



## **SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

New York State Executive Law Article 17-B and 9 NYCRR Part 252 provide for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. EFC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>

Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

## **SECTION 3 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT**

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

## **SECTION 4 RESTRICTIONS ON LOBBYING**

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of \$100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 10, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

# PART 3:

## GUIDANCE MATERIALS

### APPLICABILITY OF PROGRAM REQUIREMENTS

This chart contains a listing of the SRF program requirements contained within this document, as well as the following details regarding each requirement: (1) its applicability, i.e., what types of contracts/subcontracts, particular monetary thresholds if applicable; (2) a section reference to the Required Contract Language that applies from Part 2; and (3) a section reference to the Guidance that applies from this Part.

Requirement	Applicability	Section of Required Contract Language from Part 2	Section of Appropriate Guidance from Part 3
Minority- and Women- Owned Business Enterprises (MWBE) and Disadvantaged Business Enterprises (DBE)	Contractors and Subcontractors working pursuant to: (1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, 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; and, (3) Change orders greater than \$25,000	1	1
Equal Employment Opportunities (EEO)	Contracts and Subcontracts greater than \$10,000, with the exception of the EEO Workforce Employment Utilization Report requirement which applies to construction Contracts and Subcontracts greater than \$25,000	1	1
Service-Disabled Veteran-Owned Businesses (SDVOB)	Not required, but strongly encouraged	2	2
Suspension and Debarment	All Contracts and Subcontracts	3	3
Restrictions on Lobbying	All Contracts and Subcontracts greater than \$100,000	4	4

# **SECTION 1      GUIDANCE FOR THE REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

## **I.    Summary of EEO, MWBE, and DBE Forms**

### **A.   Forms to be Submitted Prior to Contract Execution**

#### **1.   EEO Policy Statement**

To be submitted by the Contractor to the Recipient's Minority Business Officer ("MBO") prior to Contract execution. The "MBO" refers to the duly authorized representative of the SRF Recipient for MWBE and EEO purposes. This form is attached hereto as Attachment 1. See Required Contract Language, Section 1(II).

#### **2.   EEO Staffing Plan**

To be submitted by the Contractor to the MBO prior to Contract execution. This form is attached hereto as Attachment 2. See required Contract Language, Section 1(II).

#### **3.   EPA Form 6100-3 – DBE Subcontractor Performance Form**

To be submitted by the Contractor to the MBO with its bid submission. This form is attached hereto as Attachment 8. See Required Contract Language, Section 1(III)(E).

#### **4.   EPA Form 6100-4 – DBE Subcontractor Utilization Form**

To be submitted by the Contractor to the MBO with its bid submission. This form is attached hereto as Attachment 9. See Required Contract Language, Section 1(III)(E).

#### **5.   EPA Form 6100-2 – DBE Subcontractor Participation Form**

To be submitted by the Subcontractors to the MBO prior to Contract execution. The Contractor must provide the form to the Subcontractors for completion. The Contractor should also submit documentation (e.g., email, letter, certified mail receipt) to the MBO that the 6100-2 form was made available to the MWBE Subcontractors. This form is attached hereto as Attachment 7. See Required Contract Language, Section 1(III)(E).

#### **6.   MWBE Utilization Plan**

To be submitted by the Contractor to the MBO after the bid opening, but in no case more than ten (10) business days after the Contractor receives notice from the Recipient that the Contractor has submitted a low bid. This form is attached hereto as Attachment 5. See Required Contract Language, Section 1(III)(B).

### **B.   Forms to be Submitted During the Term of the Contract**

#### **1.   EEO Workforce Employment Utilization Report ("Workforce Report")**

To be submitted by the Contractor to the MBO on a quarterly basis during the term of the Contract. An exemplar form with instructions is attached hereto as Attachment 3. The actual Excel fillable form for Contractors and Subcontractors to complete will be e-mailed to MBOs by EFC at the start of the Contract term. See Required Contract Language, Section 1(II)(G).

#### **2.   Request for Partial or Total Waiver**

If applicable, to be submitted by the Contractor to the MBO at any time during the term of the Contract, but not later than prior to the submission of a request for final payment on the

Contract. This form is attached hereto as Attachment 6. See Required Contract Language, Section 1(III)(C).

3. **Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")**

To be submitted by the Contractor to the MBO by the third business day following the end of each month over the term of the Contract. This form is attached hereto as Attachment 4. See Required Contract Language, Section 1(III)(D).

**II. Business Participation Opportunities for MWBEs**

**A. Contract Goals**

The goals provided herein (Required Contract Language, Section 1(III)(A)) are effective as of October 1, 2017. MWBE participation goals for a contract will be based on the goals in place at the time of the execution date of each respective contract, unless otherwise specified. In certain instances, the goals may vary, such as with projects co-funded by EFC and other state/federal agencies. With some co-funded projects, EFC may defer to the MBE and WBE participation goals and program established by those agencies.

Please contact EFC if you have any questions about the applicable MWBE participation goals for your contract.

**B. Good Faith Efforts**

The Contractor must make good faith efforts to develop an adequate MWBE Utilization Plan and must continue such good faith efforts in order to meet applicable MWBE participation goals. The Contractor shall maintain documentation of good faith efforts to solicit participation of MWBE firms for SRF-funded projects. If a Contractor is unable to meet contract MWBE participation goals, and submits a Request for Waiver, documentation of such good faith efforts must accompany the request. See Required Contract Language, Section 1(III)(C).

Contractor should also continue good faith efforts to seek opportunities for MWBE participation during the life of the contract even if proposed goals have been achieved.

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

- Information on the scope of work related to the contract, such as a copy of the schedule of values from the bid submission, 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 Business Enterprises ("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 (e.g., faxes and emails) that the Contractor 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.
- A log prepared by the Contractor in a sortable spreadsheet documenting the Contractor's solicitation of MBEs and WBEs for participation as Subcontractors or suppliers pursuant to a contract. 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 format below:

Date	MWBE 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 for the same areas MWBEs were solicited should also be tracked on the log.

- Copies of the EPA 6100-3 and 6100-4 forms that are required with the bid submission. 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 NYS Contract Reporter that is free to all Contractors - <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.
- A written demonstration that the Contractor offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements performed by the Contractor 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 Contractor conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, Prime Contractors and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF-funded projects
- The use of certified DBE and small businesses certified through the US Small Business Administration (SBA) may be considered as a demonstration of Good Faith Efforts.

#### C. MWBE Utilization Plan

1. The MWBE Utilization Plan must be submitted to the Recipient's MBO after the bid opening, but in no case more than ten (10) business days after the Contractor receives notice from the Recipient that the Contractor has submitted a low bid.
2. The MBO will evaluate a completed MWBE Utilization Plan. If the MBO finds the Utilization Plan sufficient, it will be forwarded to EFC for review. If the MBO finds the Utilization Plan insufficient, the MBO will work with the Contractor to address deficiencies

before submitting to EFC for review. A written notice of acceptance or deficiency will be issued by EFC within 20 business days of receipt of the Utilization Plan. Upon receipt of a notice of deficiency from either the MBO or EFC, the Contractor shall respond with a written remedy to such notice within seven (7) business days of receipt.

3. In coordination with the MBO, EFC will accept an MWBE Utilization Plan upon consideration of many factors, including the following:
  - a. The MWBE Utilization Plan indicates that the proposed goals for the project will be achieved;
  - b. A Contractor, 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 also required; and,
  - c. Adequate documentation to demonstrate good faith efforts and/or support a specialty equipment/services waiver as described below in Section II(E).
4. EFC reserves the right to request additional information and/or documentation to support the adequacy of the MWBE Utilization Plan.
5. Within 10 days of EFC's acceptance of a MWBE Utilization Plan, EFC will post the approved Utilization Plan on the EFC website.
6. In coordination with the MBO, EFC may issue conditional acceptance of Utilization Plans pending submission of additional documentation that demonstrates there will be an increase in MWBE participation.

#### D. Eligibility for MWBE Participation Credit

1. To receive MWBE participation credit, Contractors or Subcontractors performing work that have been identified in an approved MWBE Utilization Plan must be certified as an MBE or WBE by ESD.
2. Prime Contractors may also include second or lower tier Subcontractors (Subcontractors hired by Subcontractors) on their MWBE Utilization Plan.
3. Credit for MWBE participation shall be granted only for MWBE firms performing a commercially useful business function according to custom and practice in the industry.
  - a. Factors to be used in assessing whether an MWBE is performing a commercially useful function include:
    - i. The amount of work subcontracted;
    - ii. Industry practices;
    - iii. Whether the amount the MWBE is to be paid under the contract is commensurate with the work it is to perform;
    - iv. The credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and,
    - v. Any other relevant factors.
  - b. "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;
    - iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a Contractor; or,
    - iv. Being responsible for ordering, negotiating price, and determining quality and quantity of materials and supplies.
  - c. For construction-related services Contracts or Subcontracts, the following rules apply when calculating MWBE utilization:
    - i. The portion of a Contract or Subcontract with an MWBE serving as a manufacturer that shall be deemed to represent the commercially useful function performed by the MWBE shall be 100% of the total value of the Contract or Subcontract.
    - ii. the portion of a Contract or Subcontract with an MWBE serving as a supplier (as denoted by a NAICS code beginning with 423 or 424, or a

NIGP code that does not begin with the number 9), and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract.

- iii. the portion of a Contract or Subcontract with an MWBE serving as a broker (as denoted by NAICS code 425120) that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
4. No credit will be granted for MWBEs that do not perform a commercially useful function. An MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation.

#### E. Requests for Waiver

1. If the Contractor's application of good faith efforts does not result in the utilization of MWBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the Contractor may request a full or partial waiver of MWBE participation goals by completing a Request for Waiver form, attaching appropriate documentation of good faith efforts, and submitting same to the MBO. See also Required Contract Language, Section 1(III)(C). Even if an MWBE waiver is granted, EEO information must still be submitted.
2. 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.
3. In cases where EFC accepts a full or partial waiver of MWBE participation goals, the waiver request will be posted to EFC's website.
4. 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 MWBE 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 will be applied to the MWBE Eligible Amount. This determination is made at the discretion of the MBO and EFC.

Example:  
\$200,000 - \$50,000 = \$150,000  
(Contract) (Specialty equipment/service) (MWBE Eligible Amount)  
The MWBE goal is applied to the MWBE Eligible Amount.

A request for this specialty equipment/service deduction can be completed by filling out a Request for Waiver form 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. Additional documentation may be requested by the MBO or EFC.

### **III. Subcontractor's Responsibilities**

Subcontractors should:

1. Maintain their MWBE certifications, and notify the Contractor and MBO of any change in their certification status.
2. Notify the Contractor of any MWBE Subcontractors they hire so they may be included on the Contractor's Utilization Plan.
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 Contractor prior to submission of the Contractor's bid to the Recipient.
6. Complete and return EPA Form 6100-2 - DBE Subcontractor Participation Form to the Recipient prior to Contractor's execution of the contract.
7. Ensure that a required EEO Policy Statement and applicable MWBE requirements are included in each subcontract.
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.

### **IV. Protests/Complaints**

Contractors or Subcontractors 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 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 Contractor or Subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

### **V. Waste, Fraud and Abuse**

Subcontractors, Contractors, 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) 803-3266.

## **SECTION 2      GUIDANCE FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES ("SDVOB") PARTICIPATION OPPORTUNITIES**

Contractor may contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>

Please contact EFC if you have any questions about utilizing SDVOBs on the Contract.



### **SECTION 3      GUIDANCE FOR REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT**

A list of debarred and suspended contractors, pursuant to 2 CFR Parts 180 and 1532 and 29 CFR § 5.12, is available on the US Department of Labor's website at <https://www.sam.gov/portal/public/SAM/>.

A list of contractors and subcontractors deemed ineligible to submit a bid on or be awarded a public contract or subcontract, pursuant to Article 8 of the State Labor Law, is available on the New York State Department of Labor's website at <http://labor.ny.gov/workerprotection/publicwork/PDFs/debarred.pdf>

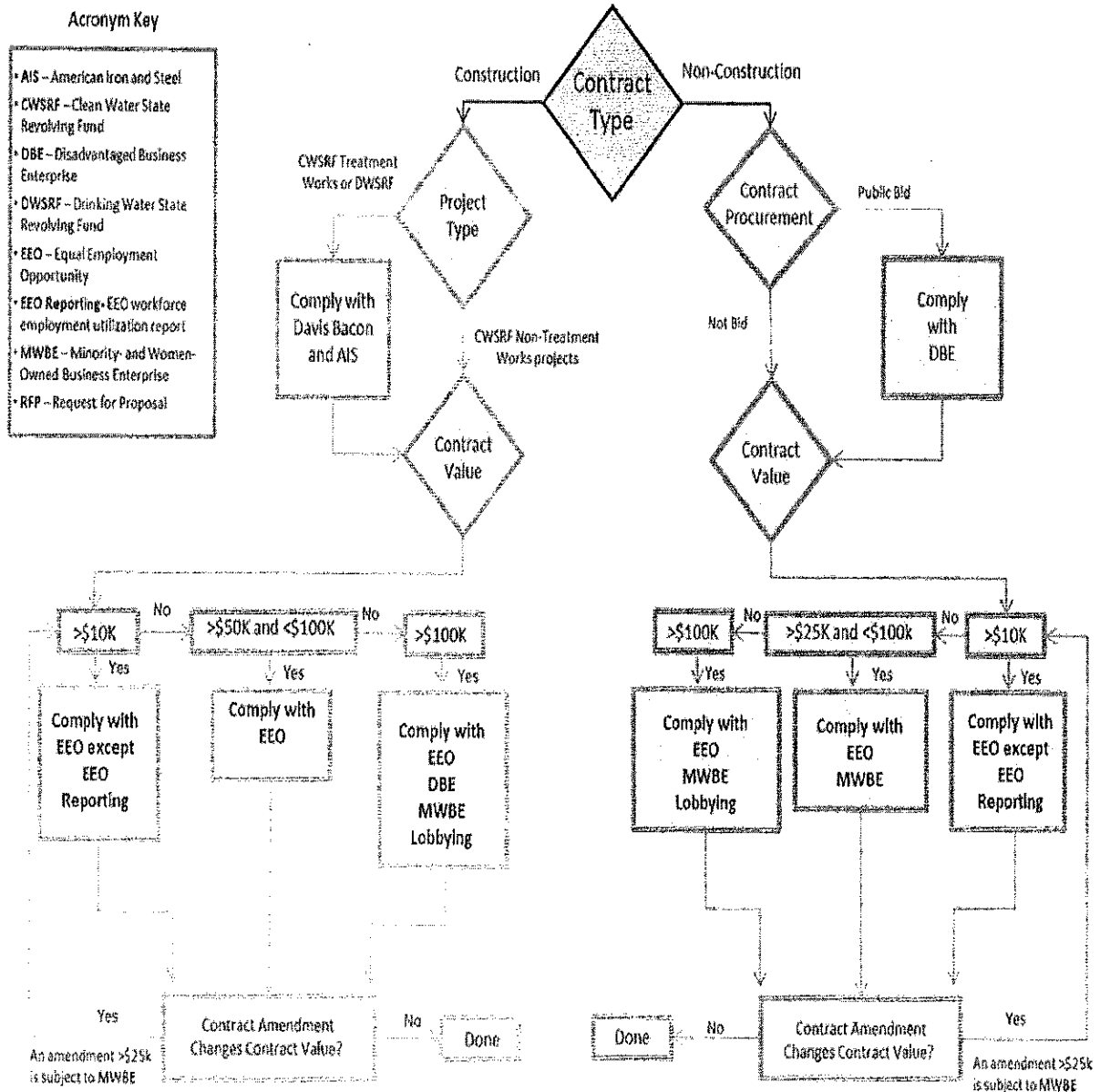
A list of contractors deemed ineligible to submit a bid is maintained by Empire State Development's Division of Minority and Women's Business Development.

### **SECTION 4      GUIDANCE FOR RESTRICTIONS ON LOBBYING**

Each Contractor and any Subcontractor that has a Contract or Subcontract exceeding \$100,000 shall provide to the Recipient a completed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 10 consistent with the prescribed form provided in Appendix A to 40 CFR Part 34. The form provides a certification that the Contractor 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. It is noted that disbursement of funds may be withheld until the Lobbying Certification form has been received by the Recipient.

## SECTION 5

## PROGRAM CONTRACT REQUIREMENT DECISION TREE



## SECTION 6 SUMMARY OF CONTRACTOR REQUIREMENTS FOR SRF-FUNDED PROJECTS

Forms can be found as attachments to this document or online at [www.efc.ny.gov](http://www.efc.ny.gov)

Forms should be submitted electronically via email or through EFC's [dropbox](#)

### 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

Refer to Part 3

Guidance Section

Section 1

Section 1

Section 1

Section 1

Section 4

### To be submitted prior to or upon Contract award:

- ☐ Executed Contracts, Subcontracts, agreements, and purchase orders
- ☐ MWBE Utilization Plan and/or Waiver Request
- ☐ EEO Staffing Plan

Section 1

Section 1

### Ongoing documentation & tasks:

- ☐ EEO Workforce Utilization Report
- ☐ Submit Monthly MWBE Reports to MBO
- ☐ Maintain proof of payments for MWBE Subcontractors
- ☐ Ensure that all Subcontracts contain Part 2: Required Contract Language

Section 1

Section 1

Section 1

**Attachment 1**  
**New York State Environmental Facilities Corporation**  
**EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**  
**NEW YORK STATE REVOLVING FUND (SRF)**

I, \_\_\_\_\_, am the authorized representative of \_\_\_\_\_.  
Name of Representative Name of Contractor/Service Provider  
I hereby certify that \_\_\_\_\_ will abide by the equal employment  
Name of Contractor/Service Provider  
opportunity (EEO) policy statement provisions outlined below.

- (i) 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 SRF projects.
- (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) 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, 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) The Contractor shall 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 and constitutional non-discrimination provisions, including Titles VI and VII of the Civil Rights Act of 1964, 40 CFR Part 7, 41 CFR Part 60-1 Subpart A, 41 CFR Part 60-4, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status.
- (v) The Contractor will include the provisions of subdivisions (i) through (iv) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

**X**

\_\_\_\_\_  
Contractor/Service Provider Representative

**Attachment 2**  
**New York State Environmental Facilities Corporation**  
**Equal Employment Opportunity (EEO) Staffing Plan**

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

**Report Includes – Please select one from the options below:**

- ☐ Workforce utilized on this contract
- ☐ Contractor/subcontractor's total workforce

**Reporting Entity – Please select one from the options below:**

- ☐ Prime Service Provider
- ☐ Subcontractor

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

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

Date:

**Attachment 2**  
**New York State Environmental Facilities Corporation**  
**Equal Employment Opportunity (EEO) Staffing Plan**  
**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 no later than the date of execution of the contract to the Recipient's Minority Business Officer (MBO). 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 as follows:

- **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.

See the bid packet at [www.efc.ny.gov](http://www.efc.ny.gov) or your designated MBO for further guidance.

**Attachment 3**  
**Instructions for Completing and Submitting the**  
**Equal Employment Opportunity Workforce Utilization Report**

The Equal Employment Opportunity ("EEO") Workforce Utilization Report ("Report") is used by contractors and subcontractors to report the actual workforce utilized in the performance of the contract broken down by job title for a particular reporting period. When the workforce utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total workforce, the contractor and/or subcontractor shall submit a Report of the workforce utilized on the contract. When the workforce to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total workforce, information on the contractor's and/or subcontractor's total workforce shall be included in the Report.

**Instructions for Completing the Report**

1. **Reporting Entity.** Check off the appropriate box to indicate if the entity completing the Report is the contractor or a subcontractor.
2. **Federal Employer Identification Number ("FEIN").** Enter the FEIN assigned by the Internal Revenue Service ("IRS") to the contractor or subcontractor for which the Report has been prepared. If the contractor or subcontractor uses a social security number instead of a FEIN, leave this field blank. The contractors and subcontractors for recipients of a grant only (such as an Engineering Planning Grant (EPG), a Water Infrastructure Improvement Act (WIIA) grant, or an Intermunicipal Grant Program (IMG) grant) do not need to fill out this section of the Report.
3. **Name.** Enter the name of the contractor or subcontractor for which the Report has been prepared.
4. **Address.** Enter the address of the contractor or subcontractor for which the Report has been prepared.
5. **Contract Number.** Enter the number of contract that the Report applies to, if applicable.
6. **Reporting Period / Month.** Check off the box that corresponds to the applicable quarterly or monthly (not both) reporting period for this Report. The Report is to be submitted on a monthly basis for construction contracts, and a quarterly basis based on the calendar quarter for all other contracts, during the life of the contract.
7. **Workforce Identified in Report.** Check off the appropriate box to indicate if the workforce being reported is just for the contract or the contractor's or subcontractor's total workforce.
8. **Preparer's Name, Preparer's Title, Date.** Enter the name and title for the person completing the Report, enter the date upon which the Report was completed, and check the box accepting the name entered into the Report as the digital signature of the preparer.
9. **Occupation Classifications (SOC Major Group) and SOC Job Title.** First, enter the applicable Occupation Classification (SOC Major Group) so a dropdown menu appears under SOC Job Title. Choose the SOC Job Title that best describes the worker.
10. **EEO Job Title and SOC Job Code.** The EEO Job Title and the SOC Job Code will automatically populate in the spreadsheet based upon the Occupation Classifications (SOC Major Group) and SOC Job Title selected. Please do not modify the information populated in these fields.

11. **Race/Ethnic Identification.** Race/ethnic designations do not denote scientific definitions of anthropological origins. For the purposes of this Report, an employee must be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this Report are:

- **WHITE** (not of Hispanic origin) all persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK/AFRICAN AMERICAN** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC/LATINO** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN, NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE AMERICAN/ALASKAN NATIVE** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

12. **Number of Employees and Number of Hours.** Enter the number of employees and the total number of hours worked by such employees for each SOC Job Title under the columns corresponding to the gender and racial/ethnic groups with which the employees most closely identify.

13. **Total Compensation.** Enter the total compensation paid to all employees for each SOC Job Title, each gender, and each racial/ethnic group. Contractors and subcontractors should report only compensation for work on the contract paid to employees during the period covered by the Report. Compensation should include only sums which must be reported in Box 1 of IRS Form W-2. The contractors and subcontractors for recipients of a grant only (such as an EPG, a WIIA, or an IMG grant) do not need to fill out this section of the Report.

14. **For EFC Use Only.** This section is for EFC use only and does not need to be filled out by the contractor/subcontractor.

### Instructions for Submitting the Report

The Report is to be submitted on a monthly basis for construction contracts, and a quarterly basis based on the calendar quarter for all other contracts, during the life of the contract.

EFC will provide a Report form in Excel format to the Recipient's Minority Business Officer ("MBO"). The Recipient's MBO is responsible for providing the Report form to all contractors. Each contractor is responsible for providing the Report form to all subcontractors.

Reports are to be submitted electronically in Excel format, using the Report form provided, within ten (10) days of the end of each month or quarter, whichever is applicable. For example, the January monthly Report for a construction contract is due by February 10<sup>th</sup> and the January – March quarterly Report for a non-construction contract is due by April 10<sup>th</sup>.

Once the Report form has been completed, each contractor/subcontractor must submit the Report form to EFC and the Recipient's MBO. The Report form must be submitted to EFC according to the following instructions:

1. Go to [www.efc.ny.gov/eeoreporting](http://www.efc.ny.gov/eeoreporting).
2. Enter the requested information pursuant to the instructions on the page. Make sure to choose the correct applicable funding program (Clean Water State Revolving Fund (SRF), Drinking Water SRF, non-SRF Grant Only (e.g. EPG, WIIA, IMG)) and the correct reporting period (reporting



- quarter for non-construction OR reporting month for construction). Enter the reporting period of the data, not the date it's submitted.
3. Submit your Report(s) pursuant to the instructions on the page.
  4. If you are a contractor, use the naming convention provided by EFC (in the "For EFC Use Only" section of the Report form) for naming the file for upload (i.e., Funding Program – Project Number– Contractor short name (up to fifteen characters) – MWBE ID). The funding programs include CW (clean water SRF), DW (drinking water SRF), and GO (non-SRF grant only). If you are a subcontractor, use the naming convention provided by EFC and replace the contractor's short name with the first fifteen characters of the subcontractor's name, omitting any spaces or special characters.

### **Questions**

If you have questions about or require assistance completing or submitting the Report, please contact EFC at [mwbe@efc.ny.gov](mailto:mwbe@efc.ny.gov) or 518-402-6924.

Reporting Date: Feb 2000 3rd of 3 pages

Officer: \_\_\_\_\_

Case # / Stop Number: \_\_\_\_\_

Continuation of: \_\_\_\_\_

Continuation of: \_\_\_\_\_

By putting checked, select One

<input type="checkbox"/> January - March 31	<input type="checkbox"/> April - June 30
<input type="checkbox"/> July - September 30	<input type="checkbox"/> October - December 31

By putting monthly, select One

<input type="checkbox"/> January	<input type="checkbox"/> February	<input type="checkbox"/> March
<input type="checkbox"/> April	<input type="checkbox"/> May	<input type="checkbox"/> June
<input type="checkbox"/> July	<input type="checkbox"/> August	<input type="checkbox"/> September
<input type="checkbox"/> October	<input type="checkbox"/> November	<input type="checkbox"/> December

Write Many, Underline the Report

<input type="checkbox"/> By the Month - Underline the Report of the Month
<input type="checkbox"/> By the Quarter - Underline the Report of the Quarter

[illegible][illegible]

For EPCUs Only

Ministry/State	NAME ID	Contract ID	Contract Name
Applicant	Product ID	Application No	AMST/Thyris Contract Number
Active Contractor/Service Provider	Global Policy	QA No	ERC Information
Project	Contract Short Name		File Generated

**Attachment 4**  
**New York State Environmental Facilities Corporation**  
**Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report**  
**("Monthly MWBE Report")**

**Instructions:**

- Contractors are to complete the report in Word version and email to the Recipient's Minority Business Officer ("MBO") on a monthly basis.
- If you require additional pages, you may find them on EFC's website at [www.efc.ny.gov](http://www.efc.ny.gov).
- All MWBE Subcontractors for this contract **MUST** be listed on 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 transmitted to the MBO with the report.

Municipality:		County:		Contract ID:		Month:	Year:
Project No.:		GIG/EPG No:		Registration No. (NYC only):			
Prime Contractor/Service Provider:				Award Date:		Start Date:	
						Date all MWBE subs paid in full:	
<b>Signature of Contractor:</b> <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.							Date:
Last Month's 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: \$ WBE: % WBE Amt: \$ Total: % Total Amt: \$		Total Paid this Month: \$ Total Paid to Date: \$	
NYS Certified MWBE Contractor & Subcontractor		Please Specify Any Revisions this Month.		Subcontractor Total Amount		Payments this Month	Previous Payments
				Original Revised			
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		<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"/> Other: Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		<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"/> Other: Select Only One: <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					

**Attachment 4**  
**New York State Environmental Facilities Corporation**  
**Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report**  
**("Monthly MWBE Report")**

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

**Attachment 4**  
**New York State Environmental Facilities Corporation**  
**Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report**  
**("Monthly MWBE 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"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<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"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<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"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<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"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<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"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<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"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					

**Attachment 4**  
**New York State Environmental Facilities Corporation**  
**Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report**  
**("Monthly MWBE Report")**

Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: <u>Select Only One:</u> <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<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#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: <u>Select Only One:</u> <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<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#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: <u>Select Only One:</u> <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<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#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: <u>Select Only One:</u> <input type="checkbox"/> Broker <input type="checkbox"/> % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Additional Pages can be found at <a href="http://www.efc.ny.gov">www.efc.ny.gov</a> TOTAL						
Please explain any revisions and note the scope of work that new subcontractors will be providing. Please note that change orders over \$25K may require that good faith efforts be made to obtain additional MWBE participation:						

**Attachment 5**  
**NYS Environmental Facilities Corporation**  
**Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

**Instructions for Contractors & Service Providers:**

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the Recipient's designated Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

**If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.**

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in ESD's MWBE Directory. A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9, and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the Bid Packet at [www.efc.ny.gov](http://www.efc.ny.gov) or consult your designated MBO for further guidance.

**Instructions for Minority Business Officers (MBO):**

The MBO must complete Section 1. The MBO may designate an Authorized Representative to complete and submit quarterly payment reports on its behalf, and, if so designated, the MBO's Authorized Representative must also complete Section 1. The Authorized Representative may only submit quarterly payment reports on behalf of the MBO and may not submit any other required forms or reports for the MBO. The MBO must complete Section 1 even if designating an Authorized Representative. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE Representative.**

The subject heading of the e-mail to the EFC MWBE Representative should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and notify the MBO via e-mail of its acceptance or denial.

Within 10 days of EFC's acceptance of a Utilization Plan, EFC will post the approved Utilization Plan on the EFC website.

**Attachment 5**  
**NYS Environmental Facilities Corporation**  
**Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

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

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION						
Firm Name:			Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services			
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other:						
Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.						
Address:			Phone #:		Fed. Employer ID #:	
Description of Work:						
Award Date:	Start Date:	Completion Date:	MWBE GOAL Total		PROPOSED MWBE Participation	
Total Contract Amount: \$ MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			MBE:	% \$	MBE:	% \$
			WBE:	% \$	WBE:	% \$
			Total:	% \$	Total:	% \$



Attachment 5  
NYS Environmental Facilities Corporation  
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION					
<b>This Submittal is:</b> <input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:					
NYS Certified M/WBE Subcontractor Info				Contract Amount:	For EFC Use:
				MBE (\$)	WBE (\$)
Name:		Fed. Employer ID#:			
Address:		Phone #:			
Scope of Work:		Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:		Start Date:			
Select Only One: <input type="checkbox"/> Broker __% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		Completion Date:			
Full Contract Amount: \$					
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:			
Select Only One: <input type="checkbox"/> Broker __% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		Completion Date:			
Full Contract Amount: \$					
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:			
Select Only One: <input type="checkbox"/> Broker __% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		Completion Date:			
Full Contract Amount: \$					
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:			
Select Only One: <input type="checkbox"/> Broker __% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		Completion Date:			
Full Contract Amount: \$					

**Attachment 5**  
**NYS Environmental Facilities Corporation**  
**Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: MWBE SUBCONTRACTOR INFORMATION continued				
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:		
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		Completion Date:		
Full Contract Amount: \$				
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:		
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		Completion Date:		
Full Contract Amount: \$				
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:		
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		Completion Date:		
Full Contract Amount: \$				
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:		
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		Completion Date:		
Full Contract Amount: \$				
SIGNATURE				
Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. Name (Please Type):				Date:

**Attachment 6**  
**New York State Environmental Facilities Corporation**  
**Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form**

**Instructions for Contractors & Service Providers:**

Contractors and Service Providers must complete Sections 2, 3, and 4. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the Recipient's designated Minority Business Officer (MBO).** Incomplete forms will be found deficient.

See the Bid Packet at [www.efc.ny.gov](http://www.efc.ny.gov) or consult your designated MBO for further guidance.

**Instructions for Minority Business Officers (MBO):**

The MBO must complete Section 1. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE Representative.** The subject heading of the e-mail to the EFC MWBE Representative should follow the format "Waiver Request, Project Number, Contractor." EFC will review and notify the MBO via e-mail of its acceptance or denial.

If a partial MWBE waiver is requested, an MWBE Utilization Plan must also be submitted for the amount of proposed MWBE participation.

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	GIG/EPG No.:	Contract ID:	Registration No. (NYC only):
Minority Business Officer (MBO):		Email:	Phone #:
Address of MBO:			
Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
Firm Name:		Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other:			
Address:		Phone #:	Fed. Employer ID #:
Contact Information of Firm Representative Authorized to Discuss Waiver Request:			
Name:		Title:	E-mail:
Description of Work:		<b>EFC MWBE GOAL Total</b>	
Award Date:	Start Date:	Completion Date:	MBE:    %    \$
Total Contract Amount: \$			WBE:    %    \$
MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			Total:    %    \$

**Attachment 6**  
**New York State Environmental Facilities Corporation**  
**Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form**

**SECTION 3: TYPE OF MWBE WAIVER REQUESTED**

1. ☐ **Full Waiver** (No MWBE participation)
2. ☐ **Partial Waiver** (Less than the MWBE goals; indicate below the proposed MWBE participation)  
  
**PROPOSED MWBE Participation**  
  
MBE:        %    \$  
  
WBE:        %    \$  
  
Total:       %    \$
3. ☐ **Specialty Equipment/Services Waiver** (Must be of SIGNIFICANT cost - list of equipment and cost must be attached in addition to the supporting documentation outlined below)

**SECTION 4: SUPPORTING DOCUMENTATION**

To be considered, the Request for Waiver Form must be accompanied by the documentation requested in items 1 – 9, as listed below. If a Specialty Equipment Waiver is requested, it must be accompanied by the documentation requested in items 1 - 13. If a Specialty Services Waiver is requested, it must be accompanied by the items requested in items 1 – 9 and item 14. Copies of the following information and all relevant supporting documentation must be submitted along with the request. Please contact EFC for assistance, including sample documentation.

1. A letter of explanation setting forth your basis for requesting a partial or total waiver and detailing the good faith efforts that were made.
2. Copies of advertisements in any general circulation, trade association, and minority- and women-oriented publications in which you solicited MWBEs for the purposes of complying with your participation goals, with the dates of publication.
3. Screenshots of search results (by business description or commodity code) from Empire State Development Corporation's (ESD) MWBE Directory of all certified MWBEs that were solicited for purposes of complying with your MWBE participation goals.
4. Copies of faxes, letters, or e-mails sent to MWBE firms to solicit participation and their responses.
5. A log of solicitation results, consisting of the list of MWBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians) and clearly provide a rationale for firms included on the completed Utilization Plan as well as for those not chosen. The log should show: that each MWBE firm was contacted twice by two different methods (e.g., fax and phone); who was spoken to; what was said; and the final outcome of the solicitation.
6. A description of any contract documents, plans, or specifications made available to MWBEs for purposes of soliciting their bids and the date and manner in which these documents were made available. Specifically, include information on the scope of work in the contract and a breakout of tasks or equipment, such as

**Attachment 6**  
**New York State Environmental Facilities Corporation**  
**Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form**

a schedule of values for a construction contract or a proposal or excerpt from a professional services agreement.

7. Documentation of any negotiations between you, the Contractor, and the MWBEs undertaken for purposes of complying with your MWBE participation goals.
8. Any other information you deem relevant which may help us in evaluating your request for a waiver. Examples may include sign-in sheets from any pre-bid meetings where MWBE firms were invited, attendance at MWBE forums, etc.
9. EFC and the MBO reserve the right to request additional information and/or documentation.

**Additional Documentation for Requests for Specialty Equipment Waivers:**

10. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
11. Letter, e-mail or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
12. Screenshots of ESD's MWBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
13. An invoice or purchase order showing the value of the equipment.

**Additional Documentation for Requests for Specialty Service Waivers:**

14. A letter of explanation containing information about the scope of work and why no MWBE firms could be subcontracted to provide that service.

**Note:** Unless a Total Waiver has been granted, Firms will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by EFC, to determine MWBE compliance. In cases where EFC accepts a full or partial waiver of MWBE participation goals, the waiver request will be posted to EFC's website.

SIGNATURE	
<b>Electronic Signature of Contractor:</b> <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge. <b>Name:</b> (Please Type):	<b>Date:</b>

**Attachment 7**  
**United States Environmental Protection Agency**  
**Form 6100-2**  
**DBE Subcontractor Participation Form**

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

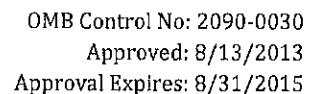
An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in 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		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

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

<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.



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

[illegible]

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

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.



**Attachment 8**  
**United States Environmental Protection Agency**  
**Form 6100-3**  
**DBE Subcontractor Performance Form**

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

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

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

<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.

**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).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

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.

**Attachment 9**  
**United States Environmental Protection Agency**  
**Form 6100-4**  
**DBE Subcontractor Utilization Form**

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

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

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.

**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>
<b>Title</b>	<b>Date</b>

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.

**Attachment 10**  
**New York State Environmental Facilities Corporation**  
**CERTIFICATION REGARDING LOBBYING**  
**FOR**  
**CONTRACTS, GRANTS, LOANS, AND**  
**COOPERATIVE AGREEMENTS**  
**40 CFR Part 34**

**SRF Project No.:** \_\_\_\_\_

The undersigned certifies, 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 an 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, an officer or employee of Congress, or an employee of 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contract ID: \_\_\_\_\_

## **APPENDIX H**

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



NO TEXT ON THIS PAGE



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

---

## **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) after January 17, 2014 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,

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.




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

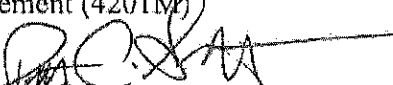
MAR 20 2014

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.

## 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

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.

**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

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).



**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

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;

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 zeeks. 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

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,

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-

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.

## 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).

### 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.



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 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 States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
<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>		

## 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>				
• Does the waiver request include the following information?				
— Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products				
— Relevant excerpts from the bid documents used by the contractors to complete the comparison				
— A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market				
• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
<b>Availability Waiver Requests</b>				
• 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?				
— Supplier information or other documentation indicating availability/delivery date for materials				
— Project schedule				
— Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials				
• 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?				
• 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)				
• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested?				
Examples include:				
— Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State				
— Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States				
— Correspondence with construction trade associations indicating the non-availability of the materials				
• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				

## 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

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

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

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.



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.



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:

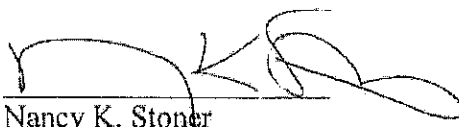
- What percentage of total project costs were consumables or incidental costs?
- What percentage of materials costs were consumables or incidental costs?
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

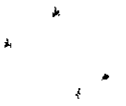
The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials 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.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at [connor.timothy@epa.gov](mailto:connor.timothy@epa.gov) or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at [anderer.kirsten@epa.gov](mailto:anderer.kirsten@epa.gov) or (202) 564-3134.

Issued on: APR 15 2014

Approved by:   
Nancy K. Stoner  
Acting Assistant Administrator



## **APPENDIX L**

### **Certificate of Compliance**

NO TEXT ON THIS PAGE

Contract Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

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

Gregory A. Kelly (Name)

One Penn Plaza, 2nd Fl., New York, NY 10119 (Address)

212-465-5000 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

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

Following the issuance of the February 15, 2017 OSHA citation for field staff failure to wear safety vests, WSP USA safety staff provided guidance to local employees regarding appropriate personal protective equipment required for field work. The employees had the appropriate equipment in their vehicle, but forgot to don the equipment prior to survey set up. Additionally, our Safety Director reinforced Occupational Health and Safety Program requirements with local managers. The citation was settled and included in the monthly safety report.

---

---

---

---

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X has        has not been commenced against or relating to the Proposer/Bidder 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:

See response above.

---

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

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

*Maxine Hill*

Dated October 12, 2018

Signature of ~~Chief Executive Officer~~ SVP / Area Manager

Maxine Hill

Name of ~~Chief Executive Officer~~

Sworn to before me this

12 day of October, 2018

*Idelisa Guillen*

Notary Public

IDELESA GUILLEN  
NOTARY PUBLIC, State of New York  
EXP. 01/31/2020  
COUNTY OF NEW YORK COUNTY  
21

**APPENDIX EE**

**EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN**

**V.**



NO TEXT ON THIS PAGE

VI.

## Appendix EE

### Equal Employment Opportunities for Minorities and Women

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

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

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

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

- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of

Minority Affairs simultaneously with the submission to the Department of Public Works.

- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
  - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and

may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## VII.