

Town of Elizabethtown, New York

Request for Well Drilling Services Proposal:

Elizabethtown Water System Project

PROJECT NUMBER: P-1024-2020

DATE ISSUED: JULY 30, 2020

UPDATED: N/A

Program Requirements:

- NYS EFC State Revolving Funds (SRF) Non-Construction, Treatment Works
 - <https://www.efc.ny.gov/bid-packets>

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REQUEST FOR PROPOSALS – WELL DRILLING SERVICES

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Town of Elizabethtown, will accept proposals **until August 21st by 2:00 pm** for **Municipal Drinking Water Well Drilling Services**.

PLEASE TAKE FURTHER NOTICE that the Town affirmatively states that in regard to any contract entered into pursuant to this notice, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

Minority and Women-Owned Business Enterprises (M/WBE) businesses and Section 3 businesses are strongly encouraged to participate in this New York State Environmental Facilities Corporation (NYS EFC) funded project. The Town, the recipient of the State Revolving Funds Program funds, is an equal opportunity employer. *For more information on the requirements associated with NYS EFC funds, please see their website for a complete list of documents & requirements relevant to this project and necessary for all consultants & contractors under this project:*

- <https://www.efc.ny.gov/bid-packets>

In addition to the proposal, Respondents shall submit executed non-collusion certificates signed by the proposer or one of its officers as required by the General Municipal Law Sec. 103d. The Respondents shall also submit an executed certificate of compliance with the Iran Divestment Act signed by the proposer or one of its officers as required by the General Municipal Law Sec. 103g.

The Town reserves the right to except any and all proposal(s), reject any and all proposals not considered to be in the best interest of the Town, and to waive any technical or formal defect in the proposals which is considered by the Town to be merely irregular, immaterial, or unsubstantial. Please contact the Essex County Planning Office (518) 873-3426 or CommunityResources@essexcountyny.gov for additional information concerning the Proposals. Specifications may be obtained at the **NYS Contract Reporter account:**

- <https://www.nyscr.ny.gov/agency/index.cfm>
- *Search: "Essex County Comm. Resources"*

All proposals submitted in response to this notice shall be marked "**ELIZABETHTOWN WATER WELL DRILLING SERVICES**" clearly on email traffic and/or the outside of the envelope containing your electronic/digital response files.

Published: July 30, 2020

*Essex County Office of Community Resources
Elizabethtown, New York 12932
CommunityResources@essexcountyny.gov
(518) 873-3426*

INTRODUCTION

A. Overview

This Request for Proposals (“RFP”) is being issued by the **TOWN OF ELIZABETHTOWN** (“the Town”) for **WELL DRILLING SERVICES** for a municipal project. The project will be funded by New York State Environmental Facilities Corporation (NYS EFC) State Revolving Fund (SRF) Program, and all aspects must be compliant to their requirements, which are included herein as **Appendix A**. The Town seeks proposals from qualified respondents to provide municipal drinking water well drilling & installation services for the Town’s Water System Replacement Project. The Town has acquired a hydrogeologist for the project, and the report is included in **Appendix B** for reference. The Town & Essex County own the properties where the wells will be drilled, and an aerial image of this site is also located in **Appendix B**. Recipients will provide a Cost Proposal according to the Tasks listed in this RFP and in **Appendix K**.

Companies with demonstrated experience in *municipal drinking water well projects* and public funding agency administration interested in making their services available to the Town are invited to respond to this RFP. “Respondents” means the companies or individuals that submit proposals in response to this RFP. It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, is licensed to provide such services in New York State. The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this RFP document.

The Town is seeking to encourage participation by respondents who are DBE/MBE/WBE, Section 3 and/or Veterans’ business enterprises. For the purposes of the project, the Town is requiring a *documented* DBE/MBE/WBE & Section 3 participation compliance & good faith effort per the Program requirements listed in **Appendix A** by providing evidence of direct solicitation to M/WBE’s after contract award, but before given Notice to Proceed.

Nothing in this RFP shall be construed to create any legal obligation on the part of the Town or any respondents. The Town reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall the Town be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from the Town for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the Town. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

B. Time of Response

Respondents will have approximately three (3) weeks to provide a response to this RFP. The Town and resources from Essex County will review the proposals and respond within the following general time periods:

1. RFP Posted: **July 30th, 2020**
2. Statements Due: **August 21st by 2:00 pm.**
3. Town Board Proposal Review: **August 21st – August 28th 2020**
4. Contract Awarded estimated: **September 15th 2020**

C. Contract Negotiations

After review and interviews are complete, the Town will approve the successful Proposal via Board Resolution and then provide a Notice of Award to the Respondent

D. Contract Execution

Once the contract Terms and Conditions have been approved, the final contract cannot be executed until the NYS EFC program requirements are completed and provided as part of the contract documents, such as the EEO, M/WBE Plans, other required forms and plans, etc. Once these have been provided the Town Board will execute the final contracts with the Respondent

E. Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a contract period **beginning no later than 10/01/2020** and will expire upon completion of the projects' administrative close out. Substantial completion of the construction of the project must be completed **no later than 12/30/20**, and administrative closeout must be complete **no later than 1/31/21**.

F. Funding Agency Requirements

Award recipients must follow the guidance provided in **Appendix A**. All Respondents must demonstrate capability to adhere to the following Funding Agencies' requirements:

- **<https://www.efc.ny.gov/bid-packets>:**
 - Equal Employment Opportunity (EEO) Compliance
 - Davis Bacon Related Acts (DBRA) Compliance
 - Disadvantaged Business Enterprises (DBE) & Minority Women Business Enterprise (MWBE) Compliance
 - American Iron & Steel (AIS) Compliance
- Anti-Lobbying Policy
- NYS EEO Policy / Sexual Harassment Certification & Training
- Non-Collusive Bidding Certification
- Vendor Responsibility Questionnaire

Respondents are strongly encouraged to read these regulations prior to submitting their response to this RFP. Dates and schedules provided by the above funding agencies will be incorporated into project scope of work and schedule requirements.

PROFESSIONAL SERVICE REQUIREMENTS

A. Scope of Work

Well drilling services requested is to provide will include well drilling, well construction and well/aquifer testing services. Drilling shall be accomplished by dual rotary, eccentric (e.g. Concentrix, Odex), or other casing-advancement method to penetrate and sample overburden deposits. **Air/mud rotary drilling is not acceptable.**

Services will include: test well drilling; sample collection; installation of temporary surface separator casing, permanent well casing, well screen, and a sanitary grout seal; well development; and test pumping equipment provision, installation, assembly and well/aquifer testing and monitoring services; sourcing and transporting any materials or equipment necessary for drilling services.

The work is to be completed using a task sequence generally as described herein, although it is understood that precise depths, lengths, amounts, etc., listed below may change based on observations made as the work is completed. Such changes will be coordinated between the driller and the Town's hydrogeologist.

During the work, the Towns' hydrogeologist will be periodically on-site to observe the drilling and well installation process, collect and inspect geologic samples, make water quantity and quality observations, and measure well performance, as warranted. The driller will assist the hydrogeologist in performing these activities, as requested.

It is anticipated that test well construction shall consist of drilling and advancing six-inch (6") diameter steel well casings for the test wells. Production Well will be separately bid at a later date once the quality and quantity of water is achieved, and will consist of 10" casings. The total drill depth of each well will be determined by Town hydrogeologist, but are generally estimated to be 200' drilling depth each. Well screens will be sized accordingly as described below.

When promising aquifer conditions are encountered in the overburden, stainless steel well screen will be telescoped inside the well casing, and the casing retracted to expose, develop and test the formation. It is expected that this screen can be installed/retrieved multiple times as the well is advanced to conduct preliminary yield and/or water quality testing of specific zones at various depths, if warranted.

In the event that a well site proves successful in locating sufficient potential yield, the well boring may be left as a steel-cased well, or the screen and/or casing may be removed, with an appropriate reduction in materials cost provided.

Temporary screens to be used in wells shall be the continuous-slot, wire-wrapped screen design constructed of type 304 stainless steel for the appropriate well depth construction. The surface wire shape shall be vee-wire, i.e., the slot opening will widen inwardly to minimize clogging. Screens shall be six-inch (6") diameter telescoping screens on the test wells. Actual screen length exposed, slot size, etc., will be decided by Town hydrogeologist based on drilling results. Respondent will ensure that at least two (2) lengths of screen of slot-sizes are available on-site during well drilling. Depending on the aquifer conditions, Town hydrogeologist may request that other slot-sizes be used, if necessary. **All drilling materials will meet NYS DOH requirements.**

It is anticipated that wells will be naturally developed for up to several hours each via the airlift method to ensure proper communication with the aquifer. At Town hydrogeologists' request, Respondent will provide surge-and-pump development services at the appropriate additional charge.

Upon Town hydrogeologists' direction, Respondent will provide and install a submersible pump, capable of pumping up to at least 400 gpm at 200' feet of TDH, in specified wells. A suitable generator to power the pump will also be provided by Respondent. Refueling and maintenance of the generator will be the responsibility of Respondent. It is anticipated that the submersible pump shall be set at a depth of approximately 200' feet below ground. **The actual depth setting will depend on the well construction and depth to groundwater at each site.** Installation and use of submersible pumps for evaluating test wells will be at Town hydrogeologists' discretion. It is expected that wells will be test pumped for a period of up to several hours each. The precise pumping rates to be used for pumping tests will be determined by Town hydrogeologists. Town hydrogeologist personnel will be responsible for any water quality sampling that is necessary.

A 3/4-inch inner diameter, PVC or polyethylene monitoring tube shall be installed in the well and attached to the column pipe to monitor water levels during a brief pumping test. The monitoring tube should be installed to a depth below the pump intake. A valve and calibrated flow meter or orifice weir that allows for accurate pumping rate determination shall also be supplied. At least 200' feet of discharge hose shall be provided to transmit the water away from the well site to a location selected by Town hydrogeologist. Respondent will provide splash boards, plastic sheeting, and/or hay bales as needed to minimize erosion and siltation, and to properly direct discharge.

Respondent will be responsible for ensuring that the pump continues to operate uninterrupted for the duration of the testing period. Any and all costs to repeat an aborted test due to equipment malfunction will be borne by Respondent. Upon completion of the pumping test, the pump and other equipment shall be removed from the well, and the well shall be fitted with a locking well cap. **Welded caps will not be acceptable.** For test wells deemed unsuccessful and unable to be used as monitoring wells, conduct decommissioning in accordance with NYS DOH recommendations and standards.

B. Quality of Work

All work shall follow recognized professional practices and standards and meet the specifications required by local, state and federal approval of the project's plans and specification prior to advertising the project for construction bidding.

C. Records

The Respondent is to maintain all books, documents, papers, account records and other evidence pertaining to this work and to make such materials available at their respective offices at all reasonable times during the agreement and for a period up to seven (**7 years**) from the date of final payment under the agreement. Throughout the project, the Respondent will be required to coordinate with the Town and the Essex County Planning Office via regular project meetings and other electronic project management software.

All reports, documents, information, presentations, electronic drawings, and other materials prepared by the award recipient in connection with this Agreement are the Owner's sole property in which the award recipient has no proprietary or other rights or interests. *All reports, documents, information and any materials or equipment furnished to the award recipient by the Owner shall remain the sole property of the owner and except for the award recipient's limited possession of the purpose of carrying out the Work, shall be returned to the Owner at the conclusion of the Agreement.* Nothing written in this paragraph, however, will be interpreted to forbid the award recipient from retaining a single copy of the information for its files.

D. Additional Requirements

Professional services shall comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (State OSHA, DNR, and DCH), and any other local regulations and standards (i.e. local ordinance and building codes) that may apply. **Further requirements are identified in the accompanying Appendix of this RFP.**

SUBMITTAL REQUIREMENTS

A. Preliminary Requirements

1. *Certificate of Authority (Corporation) or Certificate of Existence (ex: Professional Limited Liability Company or “PLLC”) issued by the NY Secretary of State
2. *Evidence of Insurance: Commercial General Liability with limits not less than \$2,000,000; Workers Compensation and Employers Liability with limits not less than \$500,000; and, Automobile Liability with limits not less than \$1,000,000 per occurrence.
3. *References: At least three (3) references of *related projects*, including date of project, contact person and phone number, and a brief description of the project.
4. *Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the Town. In addition, all Respondents shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.
5. *Non-Collusion Bidding Affidavit: Provide completed, signed & notarized form back with Response
6. *Iran Divestment Act Compliance Form: Provide completed & signed form back with Response
7. *NYS EEO Policy / Sexual Harassment Certification & Training: Provide completed forms and proof of your firms compliance with these NYS requirements.

**RFP RESPONSE WILL BE CONSIDERED INCOMPLETE AND NOT SCORED IF THESE ITEMS ARE NOT PROVIDED IN COMPLETION*

B. Letter of Interest

Submit a Cover Letter of Interest signed by a duly authorized officer or representative of the Respondent, not to exceed two pages in length. The Letter of Interest must also include the following information:

- The principal place of business and the contact person, title, telephone/fax numbers and email address.
- Description of organization (i.e. Professional Corporation, or Professional Limited Liability Company).
- The names and business addresses of all Principals of the Respondent. For purposes of this RFP “Principals” shall mean persons possessing an ownership interest in the Respondent.
- If the Respondent is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization’s approval rights, if any, over the activities of the Respondent.
- A brief summary of the qualifications of the Respondent and proposed Project Team.

C. Main Proposal

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the Respondents in conformity with the requirements of this RFP. As such, the substance and technical merit of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this project. It should also specify an approach that will meet the request for proposals requirements. The proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following items must be included; this represents the criteria against which the proposal will be evaluated.

1. Qualifications Proposal:

- a. Provide a synopsis of the years of experience and detailed qualifications *of the team that will be dedicated to this project* in performing the range of related project types in compliance with applicable standards, including team's resumes. Respondents should provide narrative examples of a minimum of three (3) projects in detail that are similar in nature to projects described in the RFP (see "References"). These examples should include projects and portfolio vignettes (project ID, client, location, budget, funding agency, description, unique characteristics), which will be reviewed to evaluate the level of experience. Provide the number of full-time and part-time employees, partnerships or subconsultants proposed and their active participation in the project.
- b. **Funding Agency Experience:** Respondents should state whether they are an DBE/MBE/WBE or Section 3 business enterprise; if so, provide a copy of a current DBE/MBE/WBE certification letter. Respondents may also cite previous project experience in working with funding agency compliance elements, DBE firms, cite any existing partnerships with DBEs or cite the planned DBE partnerships relevant to addressing requirements of this project & RFP. If Respondents are planning to cite proposed DBE partnerships for this project (e.g., no existing contract vehicle), please provide contact information for reference checks with the appropriate point of contact for validation.

2. Technical Proposal:

- a. **Project Management Plan:** Discuss approach to the project:
 - i. 1) Convey/affirm understanding of the established scope and deliverables execution, with regard to any constraints identified in this RFP;
 - ii. 2) Provide a plan for engaging the Town's project team and regulatory agencies required.
 - iii. 3) Provide any observations or recommendations for efficiencies the project could experience and a rationale for your recommendation.
 - iv. 4) Provide plan(s) to meet funding compliance requirements.
- b. **Schedule:** Demonstrate capacity to complete the scope of work within the defined period of performance: **October 2020 – December 2020**. The successful Respondent will have a detailed project schedule, a well-articulated work plan and illustrate the ability to complete the work with respect to constraints, either stated or assumed. The Schedule

Proposal must include a detailed Gantt chart with critical path milestones to illustrate your proposed schedule.

3. Cost Proposal:

- a. Cost will not be the primary factor in the selection of firm. Each Cost Proposal is scored against the average costs of all proposals, using the following formula:
 - Average of all proposals / your Cost Proposal = X (not to exceed 100% point score)
 - Maximum points are 20; any proposals scoring above 20 points using the above formula will be manually graded at the maximum point score.

- b. This should include the lump sum/unit rates for different Tasks, per the table provided in **Appendix K, “Deliverables Table”**. Respondents should include a description of the costs and detail proposals for *cost savings* in their Proposal. Labor cost estimates will include any required payments of prevailing wage rates as determined by the NYS Department of Labor and Industries as applicable (such as Survey work for example).

EVALUATION CRITERIA AND SCORING

In evaluating responses to this Request for Proposal, the Town will take into consideration the experience, capacity, and costs that are being proposed by the Respondent. The following Evaluation Criteria will be considered in reviewing submittals:

The point system is to evaluate the experience and capacity of the Respondent. Maximum is 100 Points:

- **Respondents will be awarded up to 10 Points for Completeness of Response.**

- **Respondents will be awarded up to 35 Points for Qualifications Proposal.**
 - **Related Project Experience: 25 Points**
 - *Experience of firm:* 5 points
 - *Experience of Project Team:* 10 points
 - *Quality of Vignettes:* 5 points
 - *Unique qualifying attributes:* 5 points

 - **Public Funding Experience: 10 Points**
 - *Experience on publicly funded projects:* 5 points
 - *Firm is a DBE (MBE, WBE, SDVOB, S3):* 2.5 points
 - *Inclusion of DBE partners, applicable to scope:* 2.5 points

- **Respondents will be awarded up to 35 Points for the Technical Proposal:**
 - **Project Management Plan: 20 Points**
 - *Technical Understanding of Scope:* 5 points
 - *Project Communications Plan:* 5 points
 - *Efficiencies Recommendations:* 5 points
 - *Regulatory / Funding requirements Plans:* 5 points

 - **Schedule: 15 Points**
 - *Capacity to complete deliverables in time:* 5 points
 - *Detailed Project Schedule:* 5 points
 - *Schedule provided in gantt / CPM format:* 5 points

- **Respondents will be awarded up to 20 Points for Cost Proposal.**

SELECTION PROCESS

The Selection Committee comprised of the Town and resources from Essex County staff will review qualifications in accordance with the evaluation criteria set forth herein. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any professional services contracts resulting from this RFP will not necessarily be awarded to the Respondent with the lowest price. Instead, professional services shall be awarded to vendor whose proposal provides the best value to the project in accordance with criteria set forth in RFP.

SUBMITTAL DUE DATE

Responses to this RFP are due on August 21st, by 2:00 pm. RFP responses must be submitted via electronic PDF to the following web-form:

<https://app.smartsheet.com/b/form/cd5aef0e2ad94c3087b481bc8c961678>

Each Respondent shall receive a confirmation of their submission via email. Respondents are advised to adhere to the Submittal Requirements. Failure to comply with the instructions of this RFP will be cause for rejection of submittals. **PROPOSALS IN PAPER-ONLY FORMATS WILL NOT BE ACCEPTED!** Digital proposals may still be physically submitted in a flash drive or disc if the submission link above is not functioning. If you run into technical difficulties providing your response by the web link above, it is also acceptable to submit your RFP responses in writing via email, OR mail-in digital files (.PDF format) on flash-drive to the RFP point of contact:

Essex County Office of Community Resources
7533 Court Street – PO Box 217
Elizabethtown, NY 12932
CommunityResources@essexcountyny.gov
(518) 873-3426

The Town will select a Respondent on **September 15th, 2020** at a regular Board Meeting.

QUESTIONS

Questions regarding this RFP should be submitted in writing via email to Essex County Community Resources at (**CommunityResources@essexcountyny.gov**) between the hours of 0900 – 1500 *only*. Any RFI responses will in turn be made available to all Respondents as they are received by means of direct emails.

RFP SUBMITTAL REQUIREMENTS CHECKLIST

FORMS FROM RFQ PACKAGE TO RETURN:

- RFP Submittal Requirements Checklist (*Provide Checklist with RFP Response*)
- *Appendix C: References (Minimum 3 related projects)
- *Appendix D: Conflict of Interest Statement & Supporting Documentation
- *Appendix E: Certification of Authority
 - Aka, Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
- *Appendix F: Vendor Responsibility Questionnaire (if over \$100K in proposed contract value)
- *Appendix G: W-9 Form
- *Appendix H: Non-Collusive Bidding Certification
- *Appendix I: Iran Divestment Act Compliance Form
- *Appendix J: EEO Policy / Sexual Harassment Certification
- *Appendix K: Deliverables Table with proposed costs

FOR THE RESPONDENT TO PROVIDE:

- Letter of Interest
- Qualifications Proposal:
 - Description of Company
 - Capacity of Company
 - Resumes of specific staff identified to work on project
 - State License and or Certification
 - Experience with DBE/MBE/WBE, Local Hiring, HUD Section 3, if applicable
- Technical Proposal:
 - Project Management Plan (*Describe your approach in detail*)
 - Schedule Proposal (*Provide in a Gantt Chart format*)
- Pricing Proposal Description (*Also include figures in “Deliverables Table”*)
- *Evidence of Insurance

*These documents must be submitted and complete before the Town will review the remainder of the proposal.

APPENDIX A: FUNDING PROGRAM REQUIREMENTS



**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

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

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

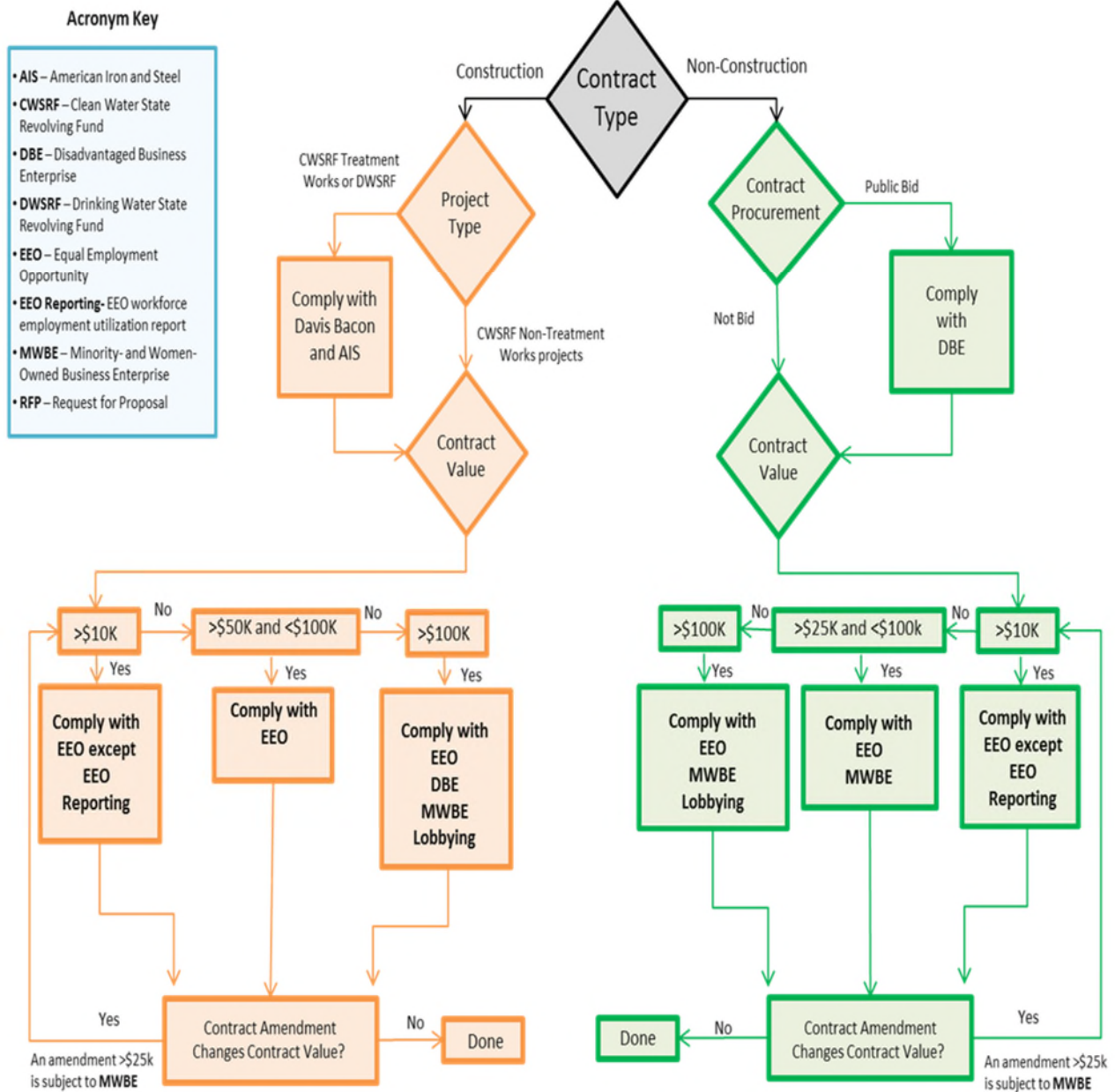
SECTION 2 GUIDANCE FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES (“SDVOB”) PARTICIPATION OPPORTUNITIES

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 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 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

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
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Journeypersons														
Apprentices														
Trainees														

Electronic Signature of Service Provider: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge. Name (Please Type):	Date:
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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 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 10th and the January – March quarterly Report for a non-construction contract is due by April 10th.

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.
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 or 518-402-6924.

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.
- **All** MWBE Subcontractors for this contract **MUST** be listed on the form regardless of whether they were paid this month.
- Please save Report as “*MRReport – (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.:		GIGP/EPG No:		Registration No. (NYC only):				
Prime Contractor/Service Provider:			Award Date:		Start Date:		Date all MWBE subs paid in full:	
Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.							Date:	
Last Month’s Contract Amt: \$	MWBE Eligible Amt: \$ (Goals are applied to this amount and includes eligible change orders, amendments & waivers)		EFC MWBE Goals			Total Paid to Prime		
Revised Contract Amt: \$			MBE: %	MBE Amt: \$	Total Paid this Month: \$			
			WBE: %	WBE Amt: \$	Total Paid to Date: \$			
			Total: %	Total Amt: \$				
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#: <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 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#: <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					
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")

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				
Additional Pages can be found at www.efc.ny.gov 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: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>					

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 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:
<i>Complete if applicable:</i>			
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				
This Submittal is: <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: M/WBE 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.				Date:
Name (Please Type):				

**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 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.:	GIGP/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:	Phone #:	E-mail:
Description of Work:		EFC MWBE GOAL Total	
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

Electronic Signature of Contractor:

I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

Name: (Please Type):

Date:

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 DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

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

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

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

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

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 DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's 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: ___ DOT ___ SBA ___ Other: _____		Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

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

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

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

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

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

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

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 DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

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

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

Continue on back if needed

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

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

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

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

Prime Contractor Signature	Print Name
Title	Date

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

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 B: PROJECT REFERENCE DATA



HydroSource Associates, Inc.

Post Office Box 609 • 50 Winter Street • Ashland, NH 03217
Telephone: (603) 968-3733 • Fax: (603) 968-7605
www.teamhydrosources.com

July 24, 2020

Noel H. Merrihew
Town of Elizabethtown
PO Box 265, 7563 Court Street
Elizabethtown, NY 12932

Dear Mr. Merrihew:

The purpose of this letter is to report on the geophysical surveys recently done to identify promising locations for test wells. We ran seven resistivity lines in May, and based on the results propose nine possible test well sites.

Figure 1 shows the locations of the resistivity lines. Lines 1 through 3 are on properties on both sides of Route 9N west of the junction with Hurricane Road, and about a half-mile west of the Town's existing wellfield. Lines 4 and 5 are on the park property west of Footbridge Lane, on the north side of the river. Line 6 is at the athletic field near Noble Terrace. Line 7 is along Route 9 about one mile northeast of the village, between Route 9 and the river.

Resistivity Method

The electrical resistivity method allows generation of a vertical cross section representing the variation of resistivity with depth along a straight line crossing the area of interest. The method involves laying out a cable along the survey line. Electrodes are driven into the ground at regular intervals along the line, and connected to the cable. A data collection unit then energizes each possible combination of two electrodes, measuring the apparent resistance to the flow of electricity through the ground between each electrode pair. A numerical modeling program is then used to integrate the individual readings and estimate the variation of resistivity with depth along the line, in much the same way that a hospital MRI image is produced.

The method is useful in groundwater exploration because different geological materials tend to display electrical resistivities that fall within certain numerical ranges. For example, very fine-grained sediments like clay and silt tend to have low resistivity. Many types of bedrock show high resistivity. The water-saturated sand and gravel deposits that are the primary target of wells to be drilled in Elizabethtown tend to occupy an intermediate range of resistivity values. Aside from the correspondence of specified resistivity ranges with particular rock and sediment types, the patterns seen in the resistivity profiles often are useful in interpreting sedimentary environments in unconsolidated overburden deposits, or in recognizing discrete structures in the underlying bedrock.

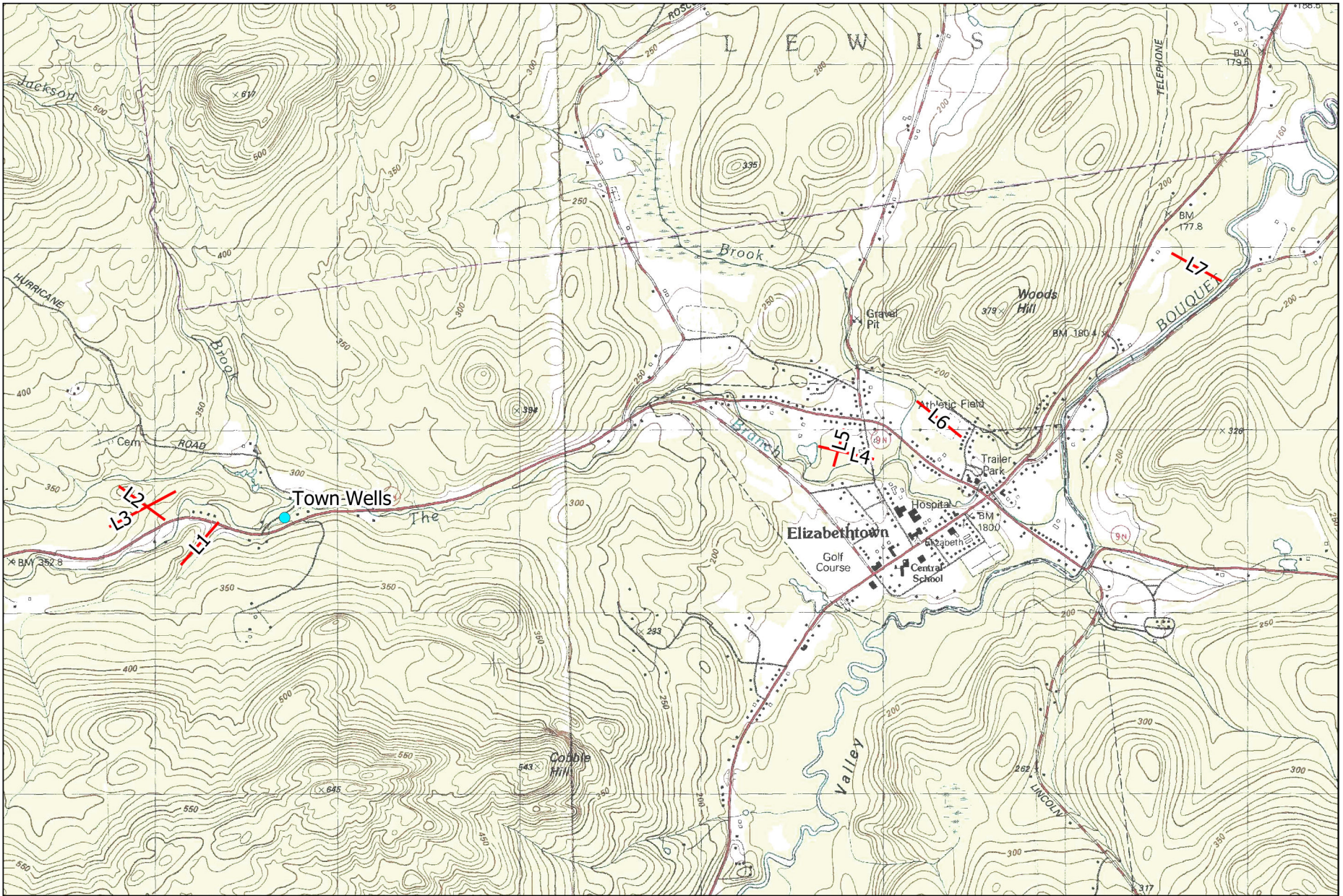
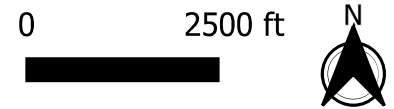


Figure 1 - Resistivity Line Locations



Survey Results

The resistivity profiles were used to choose sites for test well drilling. Table 1 shows the locations of nine possible test well sites, in terms of the distance in meters from the beginning point of the resistivity line along which each test well location was chosen. The names used to designate the individual sites include the number of the resistivity line. For example, in the name "TW-L3A", "TW" means "test well", "L3" means "Line 3", and "A" means that this is the first and highest-ranked site chosen on this line.

The sites listed in Table 1 are divided into "Primary" and "Secondary" categories. The Primary sites are the ones that we consider to be most favorable, the ones that would be drilled first if this is feasible. Test wells might then be drilled at the Secondary sites, depending on the results from the Primary sites. These rankings are based purely on technical, hydrogeological factors. It is recognized that after the relative engineering feasibility of developing wellfields in the individual areas is considered, the Town may choose to investigate the sites in a different order than is proposed here.

Table 1 - Proposed Test Wells

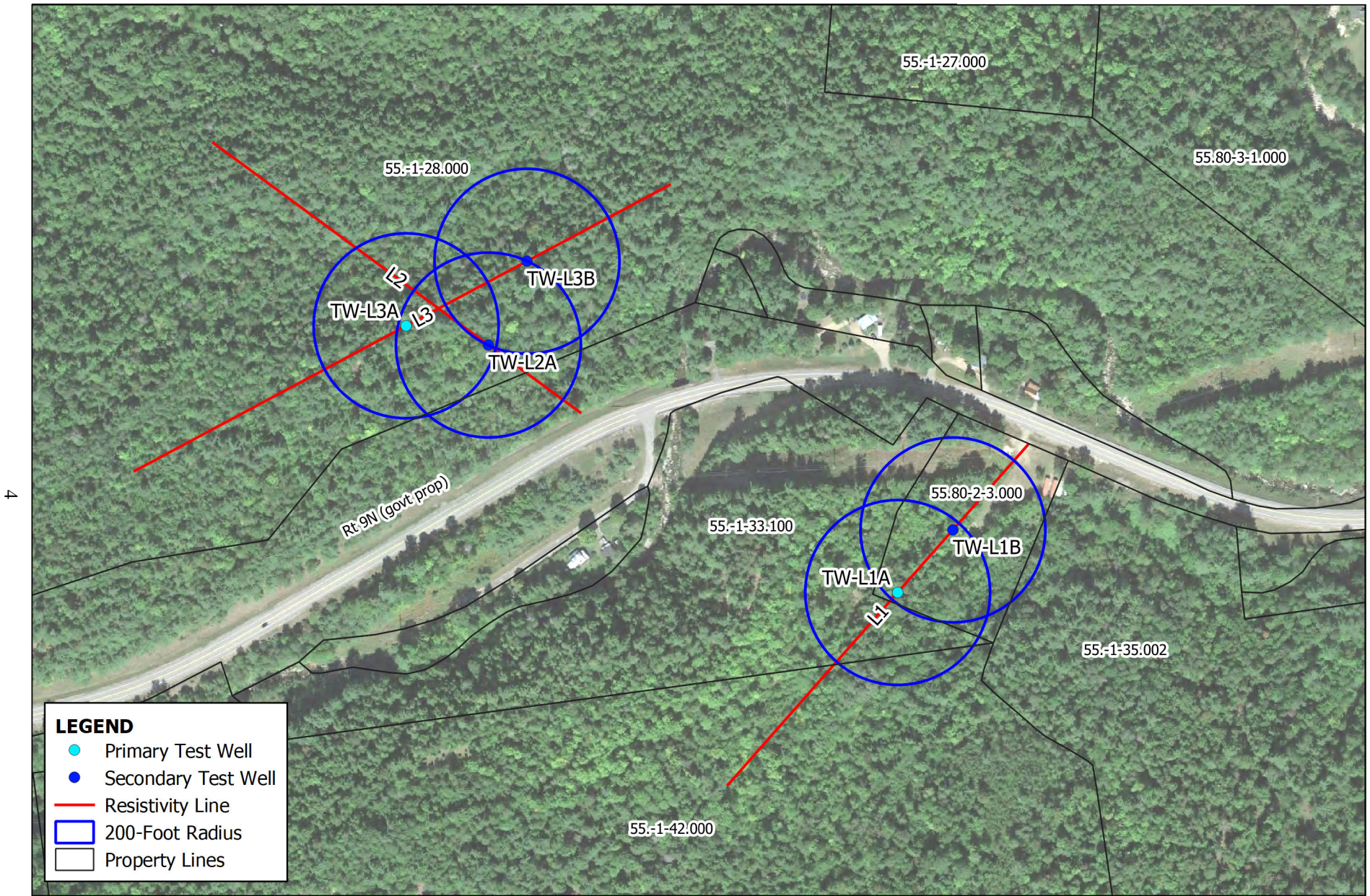
Primary		Secondary	
Well	Location	Well	Location
TW-L3A	Line 3 - 197 m	TW-L2A	Line 2 - 75 m
TW-L1A	Line 1 - 130 m	TW-L3B	Line 3 - 107 m
TW-L4A	Line 4 - 105 m	TW-L1B	Line 1 - 75 m
TW-L5A	Line 5 - 95 m	TW-L7A	Line 7 - 218 m
		TW-L6A	Line 6 - 71 m

The individual areas are discussed in the following paragraphs. In the resistivity profiles, the horizontal distance is marked in feet along the top and bottom edge of the bounding box that encloses the colored profile. The distance in meters along the line is marked on the top edge of the colored area, which shows the ground surface topography. Elevations are given in feet along the left and right edges of the bounding box.

Proposed test well locations are identified in the following section explaining the resistivity profiles. Drill access requirements are considered later.

Hurricane Road Area

Figure 2 shows the locations of Lines 1, 2, and 3, the five test well sites selected along those lines, property boundaries, and 200-foot radii around each test well site. Note that the registration of the property lines with the underlying map is not perfect, and also that the location of the property lines from the Essex County tax map database itself should be considered only approximate.



4

Property lines are approximate.

Figure 2 - Hurricane Road Area Test Well Sites



Figures 3, 4, and 5 are the annotated resistivity profiles for Lines 1, 2, and 3, respectively. Figure 6 is a perspective diagram, showing all three lines in their correct relative positions superimposed above a satellite image of the area.

Line 1 - Line 1 was run along a linear valley tributary to the main E-W valley of The Branch. The tributary valley extends to the southwest from Route 9N (Figure 2), and the line's zero point is at the edge of the highway. The line is 300 meters long.

A layer shown in shades of blue runs continuously along the full length of the Line 1 resistivity profile, near the surface and with an apparent thickness of 50 to 100 feet (Figure 3). The color-coding bar at the bottom of the diagram shows that the blue shades indicate comparatively low resistivity for this layer, no higher than 600 ohm-meters. The material in the layer is likely to consist of laminated clay and silt deposited in the glacial lake that occupied the Elizabethtown valley for a time during the closing stages of the last glaciation.

The presence of a layer of glacial lakebed clay and silt at this location would be consistent with observations made when the Town's existing wells were drilled. At the Town's wellfield, the sand and gravel aquifer tapped by the wells is capped by lakebed clay, which shows that the lake extended at least this far west up the valley from Elizabethtown. The clay serves as a confining layer over the aquifer, and is the reason for the wellfield's artesian head. Although most of this shallow layer probably consists of lakebed clay, it is also possible that it includes some till at the southwest end of the line.

A thin layer of high resistivity (shades of orange and red) can be seen at the surface in the southwest half of the line. This is unsaturated overburden. Unconsolidated sediments show much higher resistivity where they are above the water table.

A large block of high-resistivity material (yellow, orange, and red) underlies much of the southwestern half of the profile. This is interpreted to be bedrock. At this location it is expected to be the anorthosite gneiss that is the dominant rock type in the region. Along this part of the line, the depth to bedrock might range from 50 to 100 feet.

The high-resistivity block terminates abruptly at about the 140-meter mark. Further to the northeast, at the 110-meter mark, a yellow oval at a depth of 925 feet is the center of a smaller area of high-resistivity material. We see two possible interpretations here. One is that both the small region including the yellow oval at 110 meters and the larger high-resistivity region to the southwest are bedrock, and that the bedrock block is interrupted by a near-vertical fault or fracture zone at about 130 meters. The other possibility (and more favorable for our purposes) is that a single block of bedrock ends at about the 140-meter mark on the line, and that the higher-resistivity material to the northeast is actually sand and gravel.

Figure 3

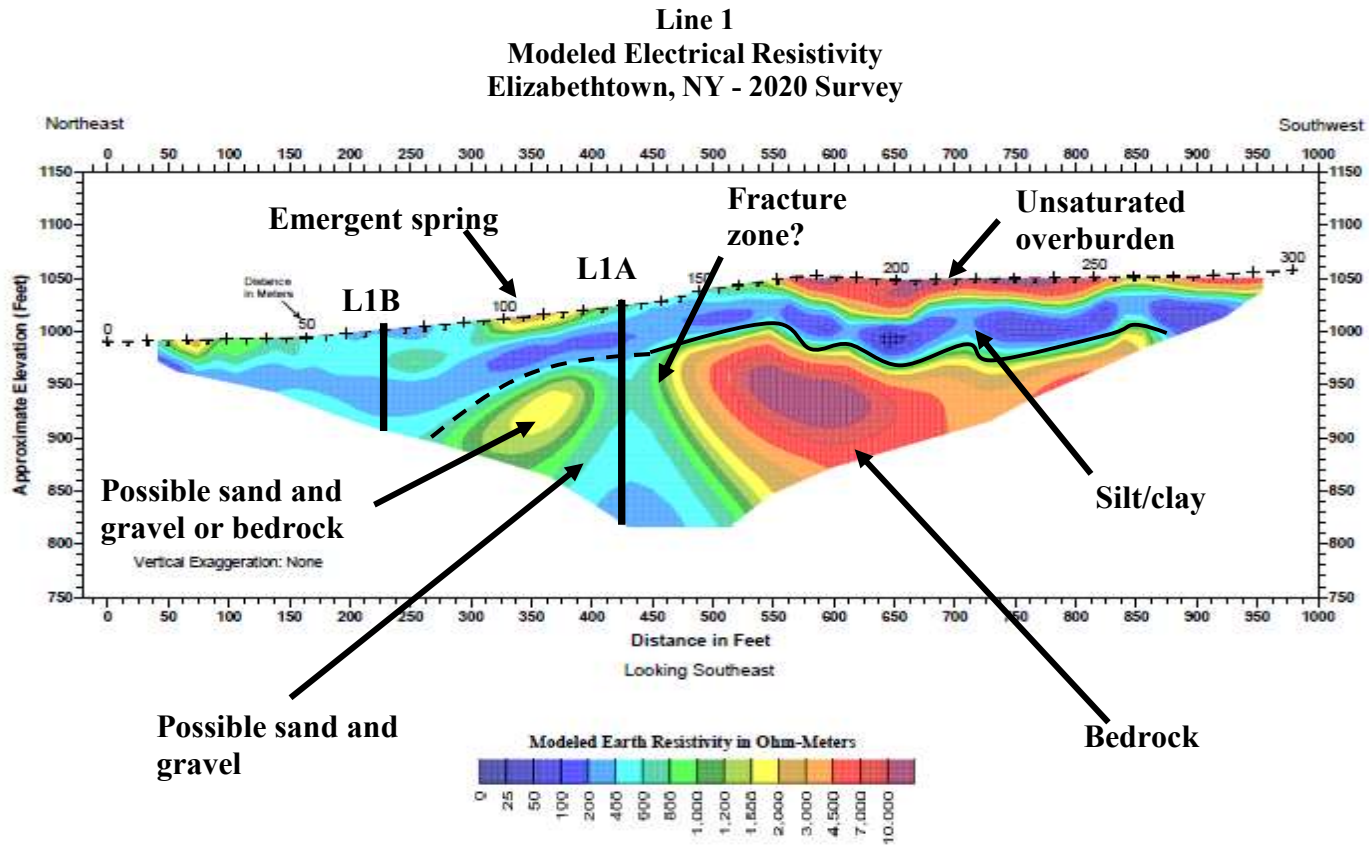


Figure 4

Line 2
Modeled Electrical Resistivity
Elizabethtown, NY - 2020 Survey

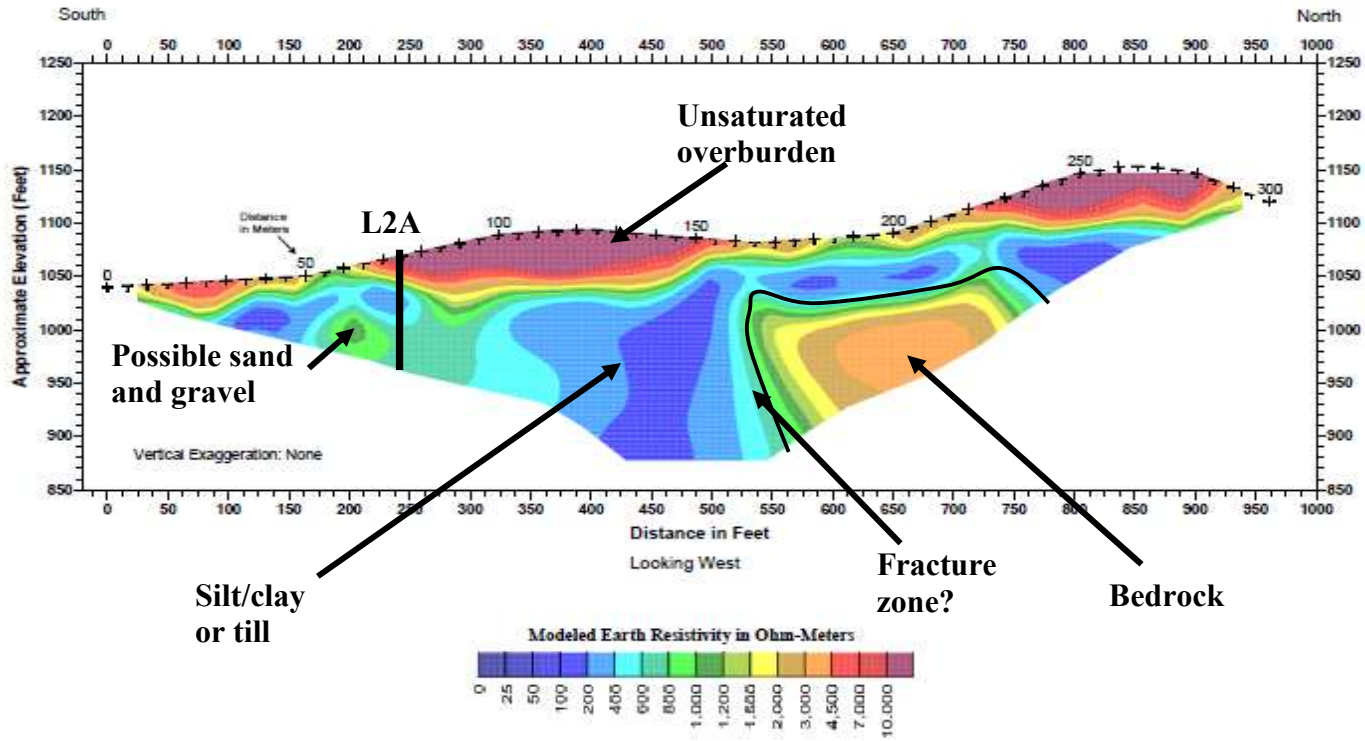
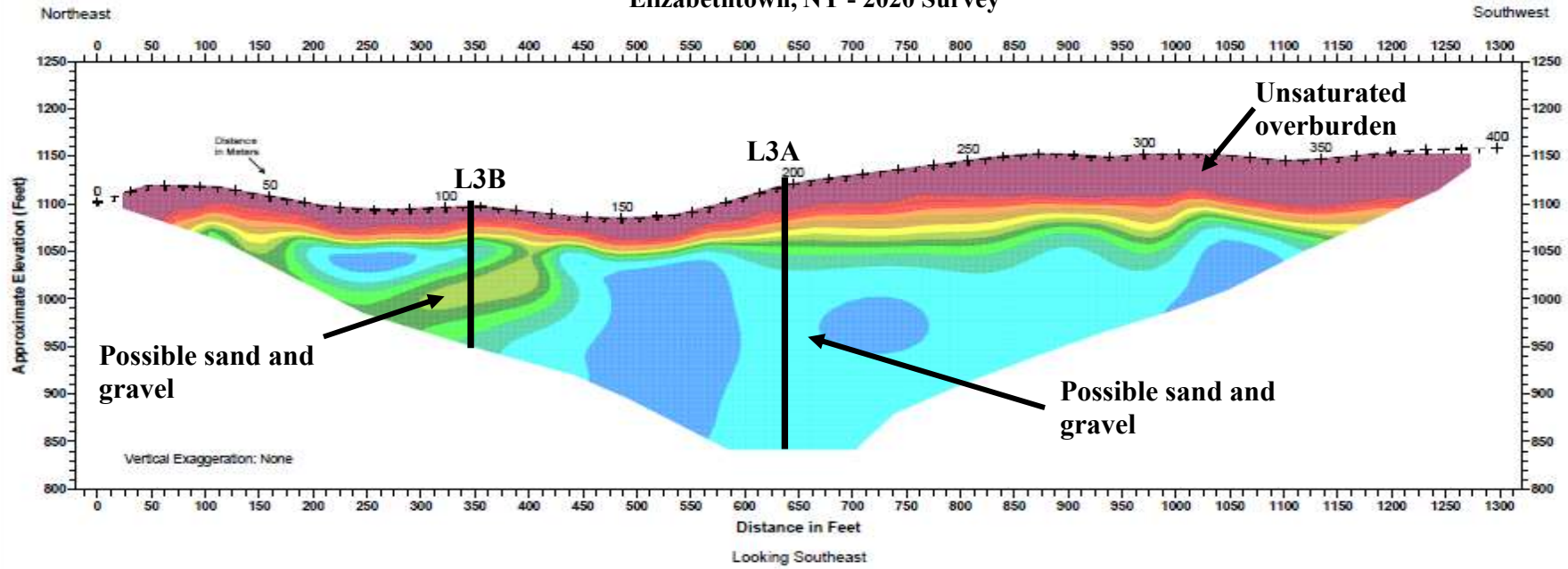


Figure 5

Line 3
Modeled Electrical Resistivity
Elizabethtown, NY - 2020 Survey



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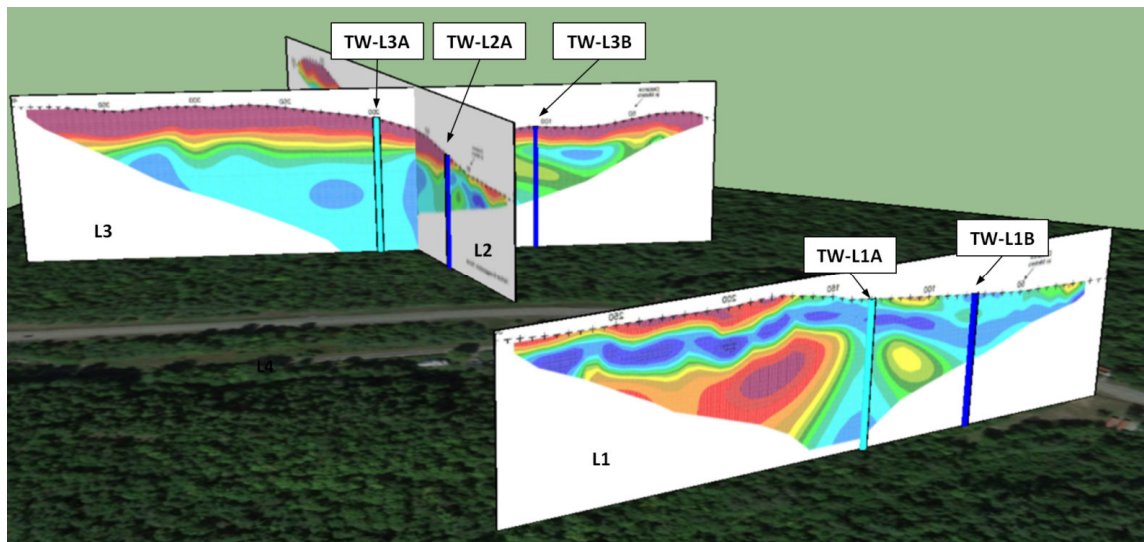
No apparent
bedrock surface

Figure 3 shows a test well named TW-L1A at the 130-meter mark. That well would test for sand and gravel deposits just beyond the northeast edge of the bedrock block, under the second interpretive scenario. Such a situation would be a natural place for kame sand and gravel to be deposited from the fast-moving meltwater streams that would have flowed between the residual ice in the valley and adjacent bedrock abutment, before the ice melted and the valley was occupied by the glacial lake (the term "kame" refers to coarse-grained glacial sediments deposited in close contact with glacial ice).

If the alternate interpretation turns out to be correct, and the high-resistivity areas at depth are bedrock along the entire length of the line, then a well at TW-L1A could be used to test for a fractured-bedrock aquifer.

TW-L1B is at the 75-meter mark on Line 1. A well at this location would be designed to intersect the northeastward projection of the high-resistivity region indicated by the yellow oval at 110 meters. If this region represents sand and gravel, the sediment can be expected to extend for some distance beyond the edge of the colored coverage area. As is obvious from the resistivity profile, maximum penetration depth is only achieved near the center of the line, and the method can't "see" as deeply near the line ends. However, it is reasonable to project trends seen in the diagram for a short distance beyond the edge.

Figure 6 - Hurricane Road Area Perspective Diagram



Lines 2 and 3 - These intersecting lines are on the partly dissected plateau north of the highway. Line 2 is 300 meters long, and Line 4 is 400 meters (Figure 2).

The Line 2 profile (Figure 4) bears some resemblance to Line 1 (Figure 3). The high-resistivity areas beginning at the ground surface are unsaturated material, probably mostly sand and gravel in most of this area based on observations made on the ground. The shallower areas of low resistivity (shades of blue) that roughly define a horizontal layer are likely to be mostly glacial lakebed clay and silt, but some of the low-resistivity material may be till.

A block of high-resistivity material can be seen at depth in the northern half of the line. This is probably a block of bedrock, most likely anorthosite. It terminates abruptly near the 140-meter mark, and the material immediately to the south shows uniformly low resistivity. A region of somewhat higher resistivity (shown in green) can be seen at depth that is centered approximately around the 75-meter mark. This could indicate a layer or lens of sand and gravel. Accordingly, the location has been chosen as the site for TW-L2A.

Line 3 has a northeasterly trend, and the line runs along the ridge in the dissected plateau that approximately parallels Route 9N (Figure 2). The continuous band of red and orange that runs along the top of the resistivity profile is unsaturated sediment (Figure 5). The thickness of the unsaturated zone in the higher-elevation southwest half of the line suggests that this sediment must be reasonably permeable, to be so well-drained, so it could be mostly sand and gravel. The water table might coincide roughly with the resistivity band shown in yellow, and if so, it is nearly flat.

There is no sign of bedrock anywhere along the profile. The range in resistivities seen below the water table is small, indicating that the sediment in this region is fairly uniform, and the resistivity ranges seen are permissive of sand and gravel. Two possible test well sites have been chosen, in areas where the subdued resistivity patterns at depth suggest the most permeable sediments might be found. TW-L3A is at 197 meters. TW-L3B is at 107 meters.

Footbridge Lane Area

Figure 7 shows locations of Lines 4 and 5, proposed test well sites, protective radii, and property lines in the Footbridge Lane area. Line 4 is 300 meters long, and Line 5 is 200 meters. Figures 8 and 9 show the resistivity profiles along Lines 4 and 5, respectively, and Figure 10 is a perspective diagram.

Line 4 - Figure 8 shows a shallow uniform layer of low-resistivity material with a thickness of 50 feet or so extending across the entire profile. A high-resistivity block appears at depth in the northwestern half of the line, and we interpret this to be bedrock. The bedrock block's southeastern edge appears steep. The resistivity of the region southeast of the bedrock block shows little variation, but a zone of somewhat higher resistivity at 105 meters could mark the location of sand and gravel. Accordingly, TW-L4A is sited at 105 meters.

Line 5 - Figure 9 shows a similar pattern. A shallow layer of low-permeability material, with a uniform thickness of 50 feet or so, extends continuously across the profile. A block of high-resistivity material can be seen at depth, southwest of the 80-meter mark, and is presumably a block of bedrock. The block's northeast edge appears steep, suggesting dramatic topographic relief in the bedrock surface. TW-L5A is positioned at 95 meters, offset perhaps 15 meters from the edge of the bedrock block, in a natural location to have received an infilling of kame gravel.

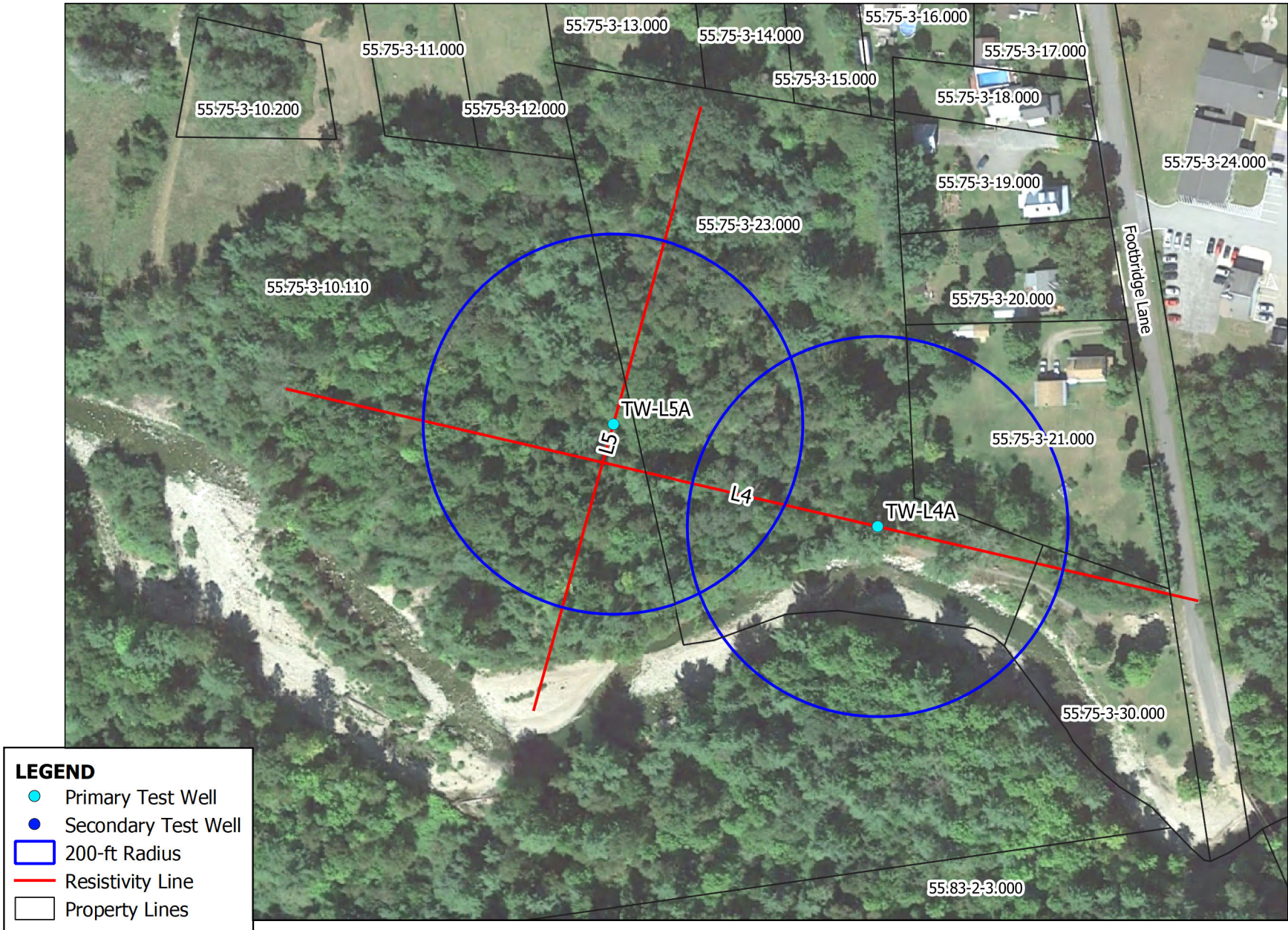


Figure 7 - Footbridge Lane Area Test Well Sites,
Tax Map Backdrop

0 150 ft



Figure 8

Line 4
Modeled Electrical Resistivity
Elizabethtown, NY - 2020 Survey

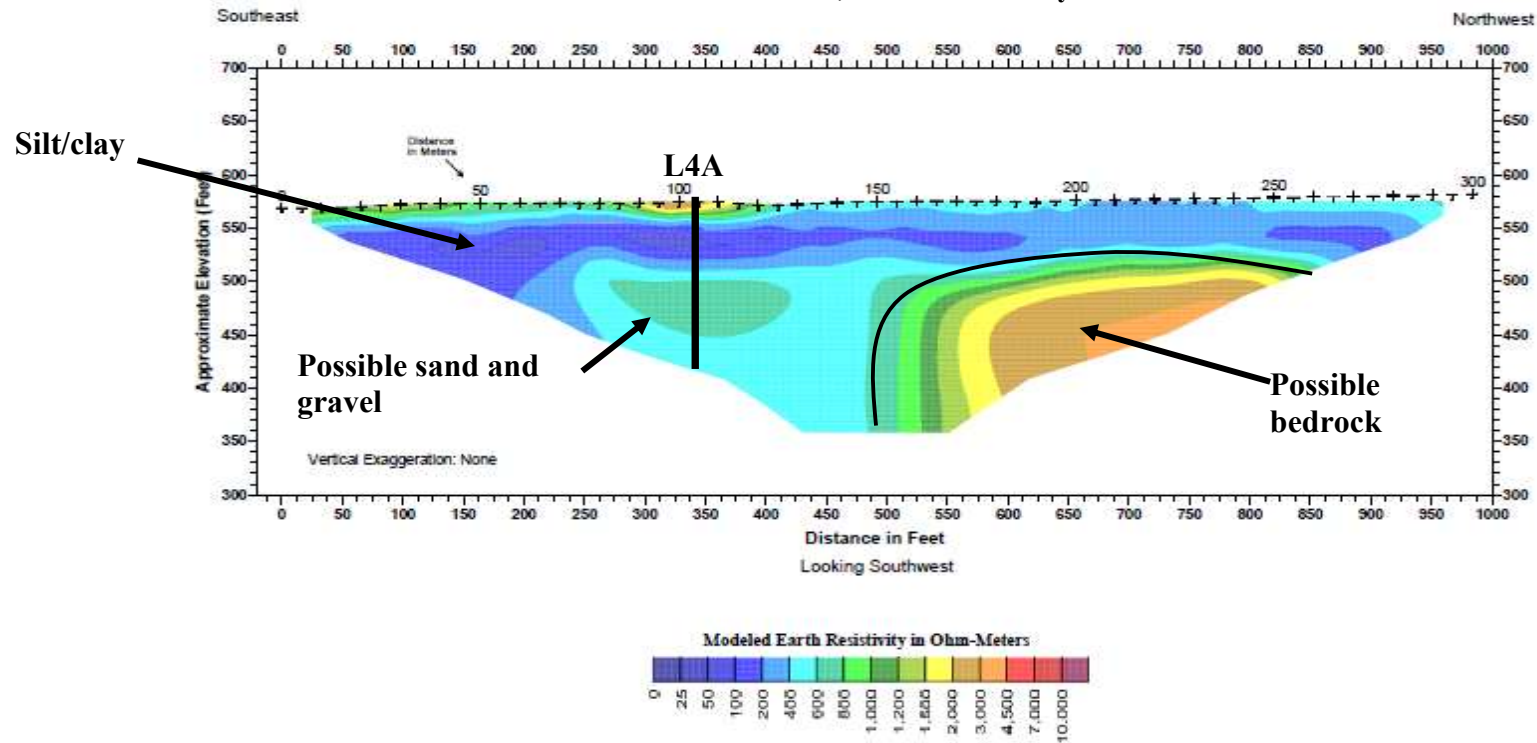


Figure 9

Line 5
Modeled Electrical Resistivity
Elizabethtown, NY - 2020 Survey

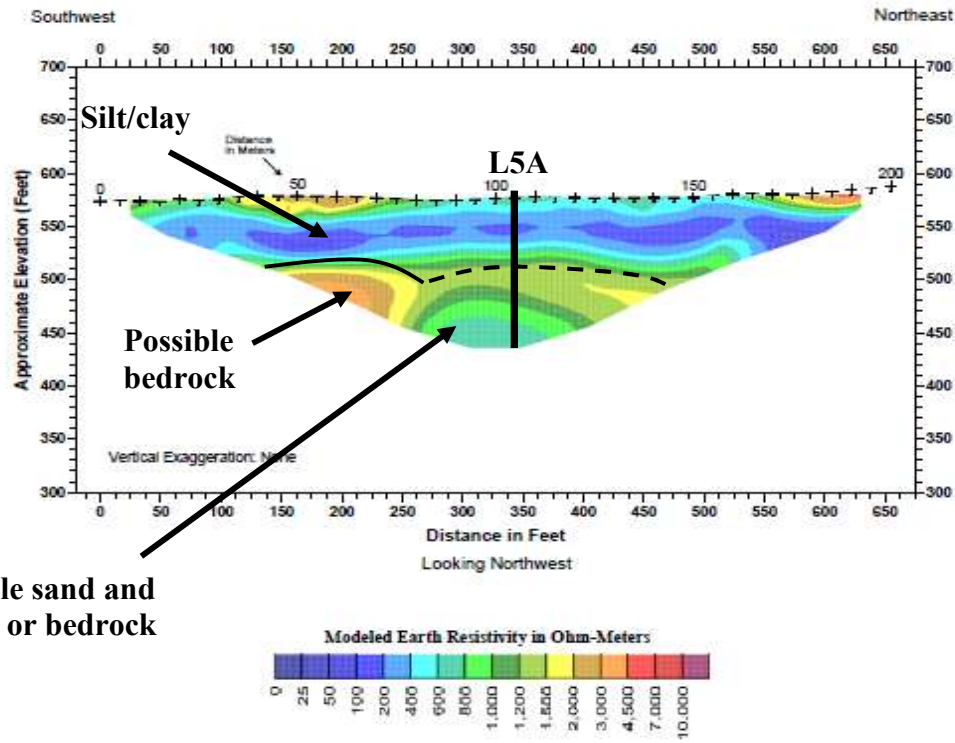
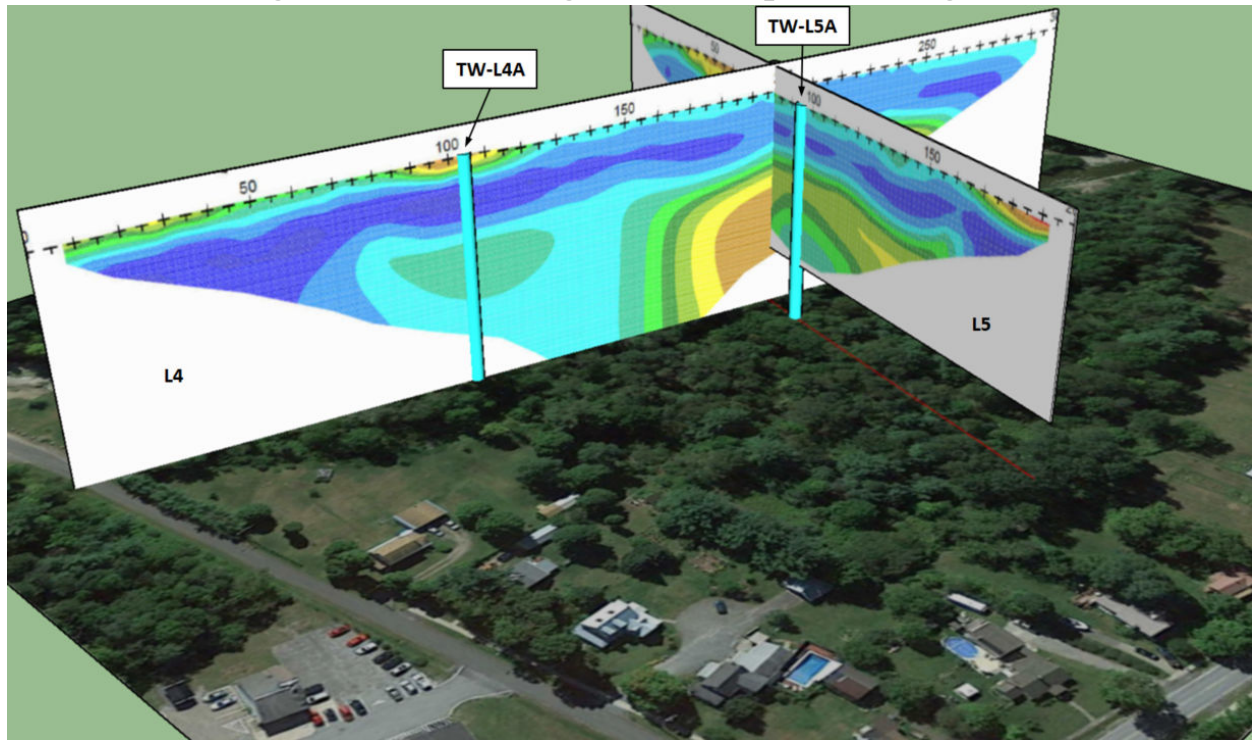


Figure 10 - Footbridge Area Perspective Diagram



Noble Terrace Athletic Field

Line 6 - Line 6 runs along the southwest edge of the athletic field at Noble Terrace (Figure 11). The line is 300 meters long.

Figure 12 is the annotated Line 6 resistivity profile. The upper half of the profile is dominated by shades of blue, indicating low resistivity. Because we know that at this elevation the Bouquet River valley must have been occupied by a glacial lake for a considerable period of time, it seems likely that much of this material is laminated lakebed clay and silt.

Three regions of high resistivity intrude upward from the bottom of the profile. The best-defined one is the region near the center of the profile, where the penetration depth is greatest, and this is probably bedrock. High resistivity is also seen at the 250-meter mark, and this may also be bedrock. The anomaly seen at this location might look similar to the one seen at 150 meters, if it had not occurred near the end of the line where the penetration depth is less.

It would not be surprising if shallow depths to bedrock were seen along Line 6. The line is only 500 feet from the foot of Woods Hill, and bedrock is only thinly covered by till on the south slope of this mountain.

A third body of higher-resistivity material is seen at the base of the profile at 71 meters. This might be bedrock, but the indicated resistivity range is also permissive of sand and gravel.

15

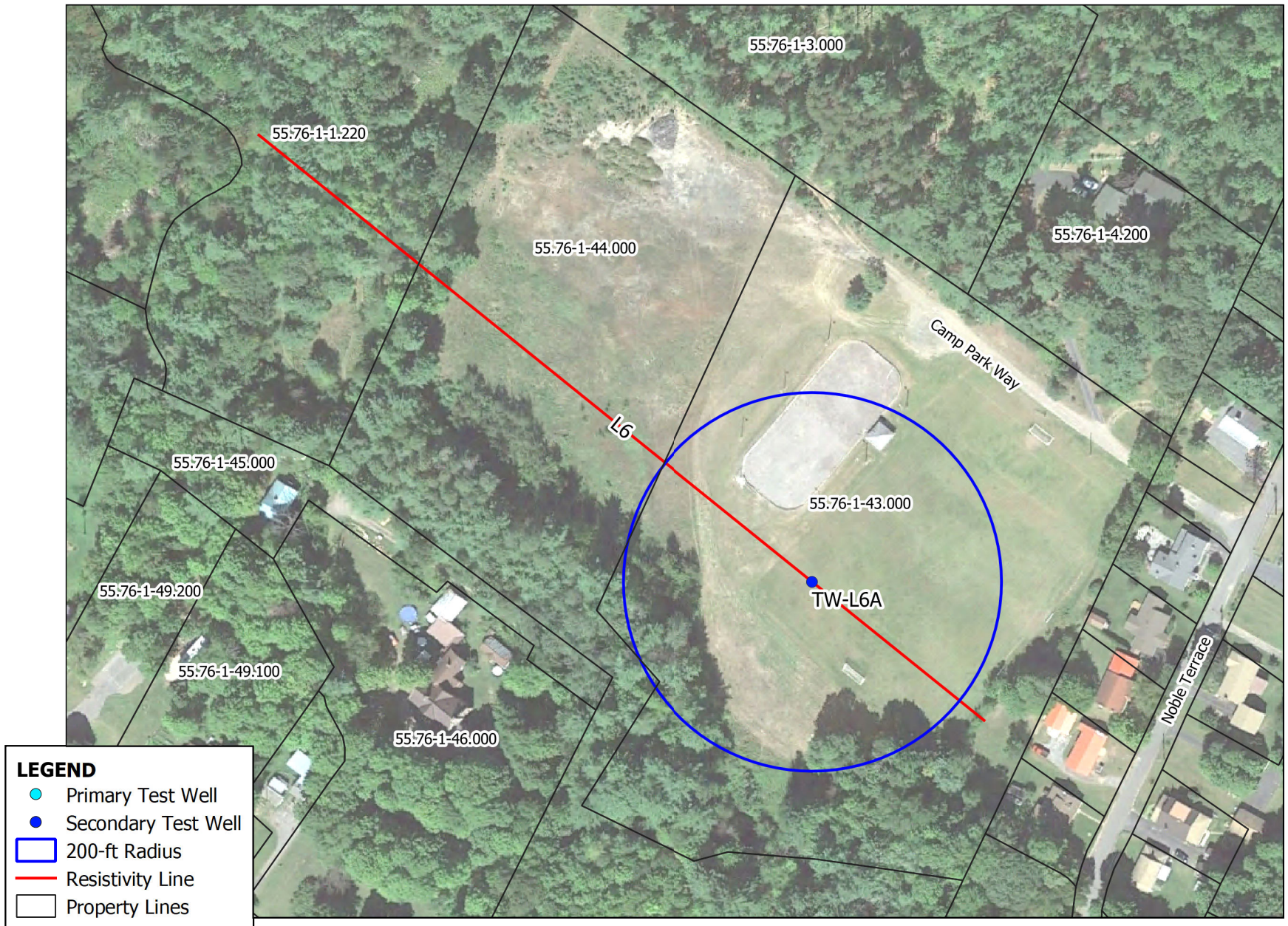
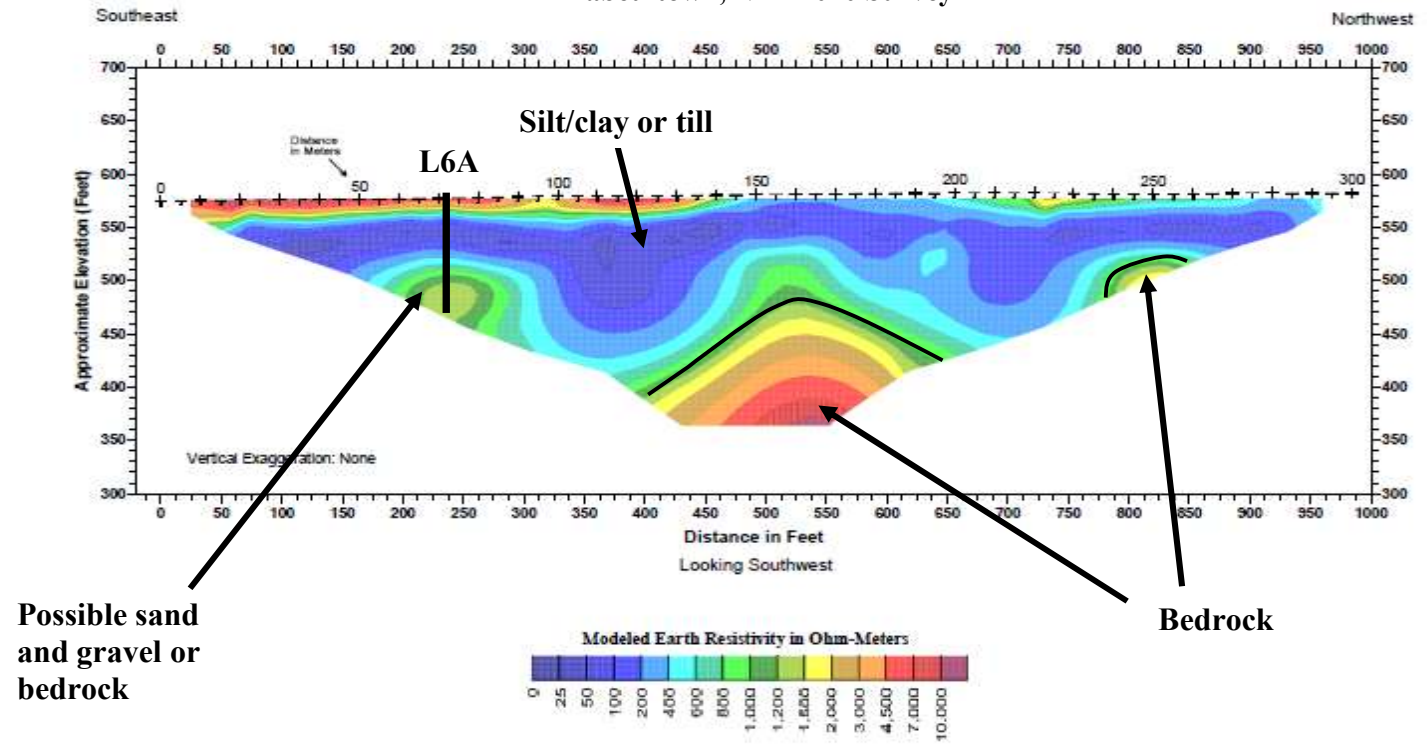


Figure 11- Noble Terrace Athletic Field Area



Figure 12

Line 6
Modeled Electrical Resistivity
Elizabethtown, NY - 2020 Survey



Northeast Area

Line 7 - Figure 13 shows the location of Line 7. The northwest end of the line is about 400 feet from Route 9. The line is 300 meters long, and it runs to the southeast almost to the bank of the river.

Figure 14 is the Line 7 resistivity profile. A large and relatively uniform block of high-resistivity material (in shades of red and orange) occupies the portion of the profile beginning roughly 50 feet below ground surface and extending to the base of the profile over the northwestern two-thirds of the line length. This is likely to be bedrock. The southeast edge of the apparent bedrock block is near the 200-meter mark on the line, and the block terminates in a steep slope.

The regions shown in shades of blue are most likely to consist of lakebed clay and silt, though some of the material could be till.

Between 200 meters and 220 meters, and toward the bottom of the profile (around an elevation of 400 feet), there is a region of intermediate resistivity. This area, shown in shades of green, could be occupied by kame sand and gravel on the flank of the apparent trough in the bedrock surface. This would be a natural location for deposition of sand and gravel when the valley was still partly filled with ice during the glacier's retreat. At that time, large volumes of meltwater would have produced high-velocity streams that were trapped between the steep bedrock wall on one side and the remaining ice on the other. The water from the melting ice carried a heavy sediment load, and only the coarsest-grained material would have been deposited in the streambed from the fast-moving water. This coarse sediment would then have been covered by the finer-grained sediment deposited in the quiet waters of the glacial lake that became established in the valley after the ice melted.

TW-L7A would be drilled at the 218-meter mark on Line 7. At that location, a test well might pass through roughly 100 feet of fine-grained sediment before encountering the presumed sand and gravel on the southeast flank of the bedrock block.

Drill Rig Access

Line 1 (Figure 2) - TW-L1A is on a SW-facing slope adjacent to the NE-trending stream valley along which Line 1 runs. Some side-hill cutting may be needed to prepare an access way and work area for test well installation.

TW-L1B is in a similar position, but it is at the edge of the flat valley floor. Access should be more straightforward.

Lines 2 and 3 (Figure 2) - Site TW-L3A is at about the same elevation as the broad, flat surface to the west. The site is on a long ridge that is an erosional remnant of that surface. The easiest way to get to the site could be by leaving Route 9N from a point 1,500 feet to the west, going up onto the flat surface in that area, and then coming eastward along the long ridge. The access road would be about 1,500 feet long, but the route would be over mostly fairly easy terrain.

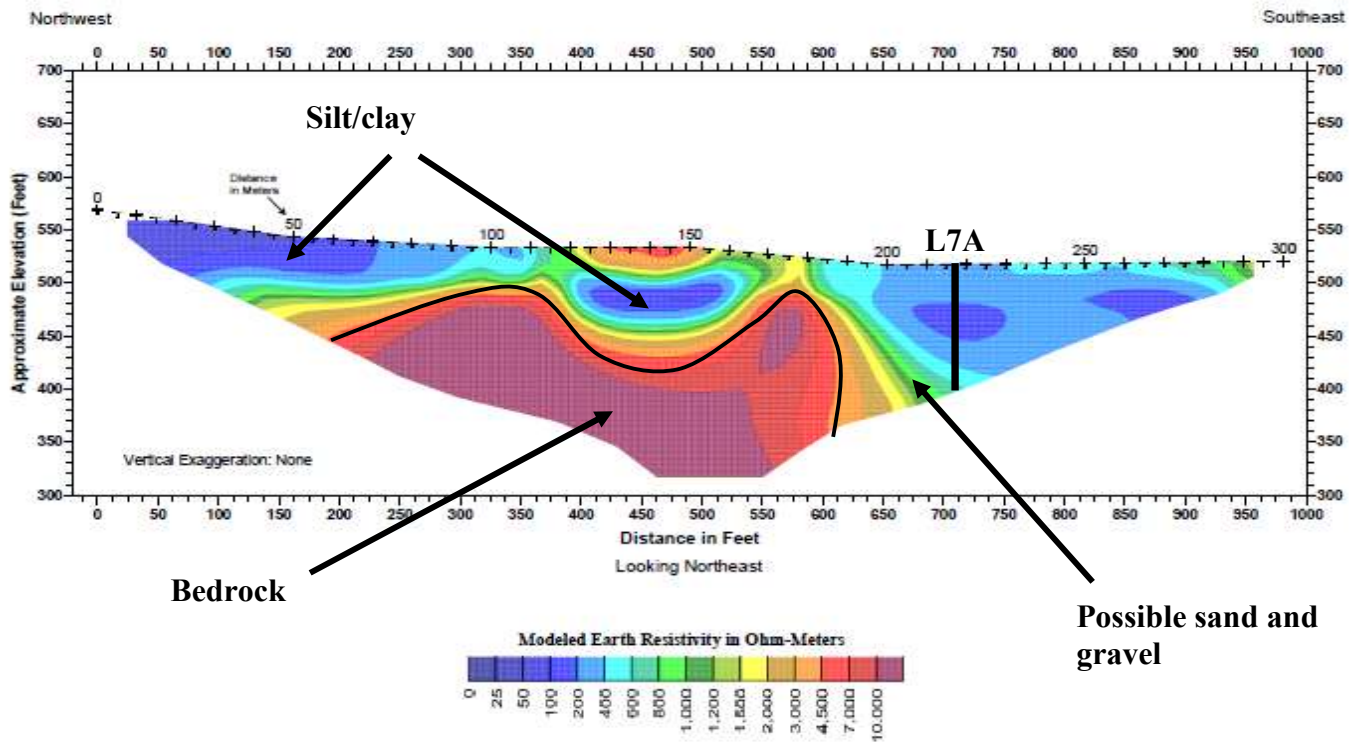


Figure 13 - Northeast Area



Figure 14

Line 7
Modeled Electrical Resistivity
Elizabethtown, NY - 2020 Survey



Elizabethtown Proposed Test Well Locations

as shown in 7/24/20 report on geophysics

Primary				Secondary			
Well	Location	Lat	Long	Well	Location	Lat	Long
TW-L3A	Line 3 - 197 m	44.216311°	-73.648473°	TW-L2A	Line 2 - 75 m	44.216188°	-73.647797°
TW-L1A	Line 1 - 130 m	44.214679°	-73.644451°	TW-L3B	Line 3 - 107 m	44.216682°	-73.647467°
TW-L4A	Line 4 - 105 m	44.218402°	-73.599576°	TW-L1B	Line 1 - 75 m	44.215045°	-73.643987°
TW-L5A	Line 5 - 95 m	44.218710°	-73.600632°	TW-L7A	Line 7 - 218 m	44.227055°	-73.575080°
				TW-L6A	Line 6 - 71 m	44.219629°	-73.592939°

Alternately, the access road could be run more directly to the site, following a path that crosses the topographic contours at a low angle.

Site TW-L2A is a little more than 200 feet from Route 9N. It would appear reasonable to build an access road directly from the point where 9N comes closest to the well site. The terrain is steepest over the last 50 feet.

TW-L3B may take substantial effort to access with well drilling equipment. The site is on the same steep-sided ridge as TW-L3A, and the last 100 feet of the approach would be the most challenging.

Lines 4 and 5 (Figure 7) - Access to both TW-L4A and TW-L5A should be straightforward. The ground is flat, and appears to have a solid gravel floor. The forest is relatively open. It may be possible to route an access road along segments of the existing nature trail.

Line 6 (Figure 11) - TW-L6A is the only site on this line. Access to the site is expected to be very easy. Unfortunately, this is also the lowest-ranked of the sites. Bedrock may be relatively shallow here, and the saturated thickness of any gravel found on top of the bedrock could be limited.

Line 7 (Figure 13) - TW-L7A is the single site chosen on this line. The site is about 1,100 feet from Route 9 over gently sloping to flat ground. Construction of an access road should be relatively straightforward.

Conclusions and Recommendations

Worthwhile groundwater development potential may exist at all the sites where geophysical survey lines were run. In our opinion the most promising sites, in terms of the maximum potential sustainable yield, would be those in the Hurricane Road area. This conclusion is based on patterns seen in the resistivity profiles, the size of the upgradient watershed, and supporting evidence from the nearby Town wellfield.

The Footbridge Lane sites also look promising. The volume and saturated thickness of productive sediment may be lower than at Hurricane Road, but recharge potential should be good.

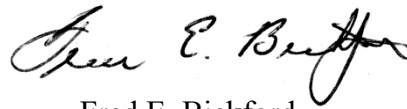
The single site chosen at the Noble Terrace athletic field is an appealing location for several reasons: proximity to the distribution system is good, the property is available for Town use, and site access is easy. However, based on the resistivity profile and the setting, we have less confidence that productive sand and gravel will be encountered at this site than some of the others. It is not certain whether the region of intermediate resistivity targeted by TW-L6A is gravel or bedrock. Nonetheless, based on the site's practical advantages, the Town might consider it appropriate to take a chance on this site.

The geophysical basis for selection of the site on Line 7 is clear, but it should be kept in mind that the existence of sand and gravel is only a reasonable possibility here, not a certainty.

We recommend that the Town begin test well drilling with one of the Primary targets on the list of test well sites in Table 1. Identification and ranking of the sites in Table 1 was done based on purely technical hydrogeological criteria, and it is understood that in deciding where to begin drilling the Town will also factor in practical engineering considerations. Accordingly, this may result in drilling of lower-ranked targets first.

We will be ready to work with you on site preparation questions and any other issues requiring our input whenever you are ready to proceed with test well drilling. Please call Claude or me if you have questions.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Fred E. Bickford".

Fred E. Bickford

cc: Jack Dodson, Dodson & Associate
Rob Wick, Essex County
Marlene Martin, NYSDOH

APPENDIX C: REFERENCES

CERTIFICATION OF EXPERIENCE

I, _____ HEREBY CERTIFY THAT (COMPANY _____
_____ HAS PERFORMED THE FOLLOWING WORK WITHING THE LAST
THREE YEARS UNLESS SPECIFIED DIFFERENTLY IN THE SPECIFICATION:

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

EMAIL ADDRESS: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

EMAIL ADDRESS: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

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ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

EMAIL ADDRESS: _____

APPENDIX D: CONFLICT OF INTEREST STATEMENT

_____ (“Respondent”)

Conflict of Interest Statement

The owner(s), corporate members or employees of [Respondent], shall derive any personal profit or gain, directly or indirectly, by reason of his or her participation with the [the Town of Lewis]. Each individual shall disclose to the [the Town of Lewis] any personal interest or direct relationship which he or she may have and shall refrain from participation in any decision making in related manners.

Any owner, corporate member or employee of [Respondent] who is an officer, board member, a committee member or staff member of a related organization shall identify his or her affiliation with such agency or agencies; further, in connection with any policy committee or board action specifically associated with [the Town of Lewis], he/she shall not participate in the decision affecting that entity and the decision must be made and/or ratified by the full board. At this time, I am a Board member, a committee member, or an employee of the following organizations/companies:

Now this is to certify that I, except as described below, am not now nor at any time during the past year have been:

- 1) A participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other party; doing business with the [the Town of Lewis] which has resulted or could result in person benefit to me.
- 2) A recipient, directly or indirectly, of any salary payments or loans or gifts of any kind or any free service or discounts or other fees from or on behalf of any person or organization engaged in any transaction with the [the Town].

Any exceptions to 1 or 2 above are stated below with a full description of the transactions and of the interest, whether direct or indirect, which I have (or have had during the past year) in the persons or organizations having transactions with the [the Town of Lewis].

Respondent: _____

Date: _____

Signature: _____

Printed name: _____

Address: _____

Telephone: _____

APPENDIX E: CERTIFICATE OF AUTHORITY

CERTIFICATE OF AUTHORITY

I, _____
(Officer other than officer executing proposal documents)

certify that I am the _____ of the _____
(Title) (Name of Contractor)

_____ a corporation, duly organized and in good standing under the

(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that _____
(Person executing proposal documents)

who signed said agreement on behalf of the Contractor was, at the time of execution,
_____ of the Contractor; that said agreement was duly signed for
(Title of such person)

and in behalf of said Contractor by authority of its Board of Directors, thereunto duly authorized, and that
such authority is in full force and effect at the date hereof.

Signature Corporate Seal

STATE OF NEW YORK) SS.:
COUNTY OF ESSEX)

On this _____ day of _____, 20____, before me personally came _____
_____ to me known, and known to me to be the _____
(Title) of _____ the corporation described in
and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
_____ resides at _____, and that he is _____
_____ of said corporation and knows the corporate seal of the said corporation; that the
seal affixed to the above certificate is such corporate seal and that it was so affixed by order of the Board of
Directors of said corporation, and that he signed his name thereto by like order.

Notary Public County

APPENDIX F: VENDOR RESPONSIBILITY QUESTIONNAIRE

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does not include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION			
<u>Legal Business Entity Name*</u>		<u>EIN</u>	
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>	
		Telephone ext.	Fax
Email		Website	
Additional <u>Legal Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity</u> Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)		Date of Incorporation	
<input type="checkbox"/> <u>Limited Liability Company</u> (<u>LLC</u> or <u>PLLC</u>)		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u>)		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No,' indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input type="checkbox"/> United States State _____			
<input type="checkbox"/> Other Country _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," Enter <u>DUNS</u> Number			

*All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf.

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I. LEGAL BUSINESS ENTITY INFORMATION		
1.4 If the <u>Legal Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Legal Business Entity</u> maintain an office in New York State? (Select "N/A," if <u>Principal Place of Business</u> is in New York State.)		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.		
1.5 Is the <u>Legal Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise (MBE)</u> , <u>Women-Owned Business Enterprise (WBE)</u> , <u>New York State Small Business (SB)</u> or a federally certified <u>Disadvantaged Business Enterprise (DBE)</u> ? If "Yes," check all that apply: <ul style="list-style-type: none"> <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise (MBE)</u> <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise (WBE)</u> <input type="checkbox"/> <u>New York State Small Business (SB)</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise (DBE)</u> 		<input type="checkbox"/> Yes <input type="checkbox"/> No
1.6 Identify <u>Officials</u> and <u>Principal Owners</u> , if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.		
Name	Title	Percentage Ownership <i>(Enter 0% if not applicable)</i>

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II. REPORTING ENTITY INFORMATION	
<p>2.0 The <u>Reporting Entity</u> for this questionnaire is:</p> <p>Note: Select only one.</p> <p><input type="checkbox"/> <u>Legal Business Entity</u></p> <p><i>Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)</i></p> <p><input type="checkbox"/> <u>Organizational Unit within and operating under the authority of the Legal Business Entity</u></p> <p>SEE DEFINITIONS OF "<u>REPORTING ENTITY</u>" AND "<u>ORGANIZATIONAL UNIT</u>" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.</p> <p><i>Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)</i></p>	
IDENTIFYING INFORMATION	
a) <u>Reporting Entity Name</u>	
Address of the <u>Primary Place of Business</u> (street, city, state, zip code)	Telephone ext.
b) Describe the relationship of the <u>Reporting Entity</u> to the <u>Legal Business Entity</u>	
c) Attach an <u>organizational chart</u>	
d) Does the Reporting Entity have a <u>DUNS</u> Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," enter <u>DUNS</u> Number	
e) Identify the designated manager(s) responsible for the business of the <u>Reporting Entity</u> . <i>For each person, include name and title. Attach additional pages if necessary.</i>	
Name	Title

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INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY	
<i>Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:</i>	
3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
For each "Yes" or "Other" explain:	

IV. INTEGRITY – CONTRACT BIDDING	
<i>Within the past five (5) years, has the reporting entity:</i>	
4.0 Been <u>suspended or debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	

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V. INTEGRITY – CONTRACT AWARD	
<i>Within the past five (5) years, has the reporting entity:</i>	
5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes,” explain:	

VI. CERTIFICATIONS/LICENSES	
<i>Within the past five (5) years, has the reporting entity:</i>	
6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes,” explain:	

VII. LEGAL PROCEEDINGS	
<i>Within the past five (5) years, has the reporting entity:</i>	
7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any OSHA citation and <u>Notification of Penalty</u> containing a violation classified as <u>serious or willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes,” explain:	

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VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal</u> , state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

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<p>IX. ASSOCIATED ENTITIES</p> <p><i>This section pertains to any entity(ies) that either controls or is controlled by the reporting entity. (See definition of “associated entity” for additional information to complete this section.)</i></p>	
<p>9.0 Does the <u>Reporting Entity</u> have any <u>Associated Entities</u>?</p> <p>Note: All questions in this section must be answered if the <u>Reporting Entity</u> is either:</p> <ul style="list-style-type: none"> - An <u>Organizational Unit</u>; or - The entire <u>Legal Business Entity</u> which controls, or is controlled by, any other entity(ies). <p>If “No,” SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>9.1 Within the past five (5) years, has any <u>Associated Entity Official</u> or <u>Principal Owner</u> been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for:</p> <ul style="list-style-type: none"> a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If “Yes,” provide an explanation of the issue(s), the individual involved, his/her title and role in the <u>Associated Entity</u>, his/her relationship to the <u>Reporting Entity</u>, relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s).</p>	
<p>9.2 Does any <u>Associated Entity</u> have any currently undischarged <u>federal</u>, New York State, New York City or New York local government <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$50,000?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If “Yes,” provide an explanation of the issue(s), identify the <u>Associated Entity</u>’s name(s), <u>EIN</u>(s), primary business activity, relationship to the <u>Reporting Entity</u>, relevant dates, the Lien holder or Claimant’s name(s), the amount of the <u>lien</u>(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
<p>9.3 Within the past five (5) years, has any <u>Associated Entity</u>:</p>	
<p>a) Been <u>disqualified</u>, <u>suspended</u> or <u>debarred</u> from any <u>federal</u>, New York State, New York City or other New York local <u>government contracting process</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>b) Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>c) Been <u>suspended</u>, <u>cancelled</u> or <u>terminated for cause</u> (including for <u>non-responsibility</u>) on any <u>federal</u>, New York State, New York City or New York local <u>government contract</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>d) Been the subject of an <u>investigation</u>, whether open or closed, by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u> for a civil or criminal violation with a penalty in excess of \$500,000?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>e) Been the subject of an indictment, grant of immunity, <u>judgment</u>, or conviction (including entering into a plea bargain) for conduct constituting a crime?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>For each “Yes,” provide an explanation of the issue(s), identify the <u>Associated Entity</u>’s name(s), <u>EIN</u>(s), primary business activity, relationship to the <u>Reporting Entity</u>, relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	

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X. FREEDOM OF INFORMATION LAW (FOIL)

<p>10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If "Yes," indicate the question number(s) and explain the basis for the claim.</p>	

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

Name	Telephone	Fax
	ext.	
Title	Email	

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Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20__;

_____ Notary Public

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this _____
day of _____, 20__

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION

1. By submission of this bid, the undersigned bidder and each person signing on behalf of such bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization — UNDER PENALTY OF PERJURY, that to the best of the undersigned’s knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3. The undersigned also acknowledges and agrees that the fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.

4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in paragraph 1 of this certificate, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or limited liability company.

Name of Bidder: _____
(print full legal name)

Date Signed: _____ Signature: _____

Name of Person Signing Certificate: _____
(print full legal name of signer)

Bidder is (check one): an individual, a limited liability partnership, a limited liability company,
 other entity (specify): _____

APPENDIX G: W-9 FORM

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification: check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)
6 City, state, and ZIP code
7 List account number(s) here (optional)
Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

APPENDIX H: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

APPENDIX I: IRAN DIVESTMENT ACT COMPLIANCE

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the New York State Education Department (AGENCY) receive information that a person is in violation of the above-referenced certification, AGENCY will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then AGENCY shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

AGENCY reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: : _____

APPENDIX J: NYS EEO & SEXUAL HARASSMENT CERTIFICATION

Introduction

New York State is a national leader in the fight against sexual harassment and is partnering with employers across the state to further our commitment to ending sexual harassment in the workplace.

This toolkit will provide you step-by-step guidance to implementing the required training and sexual harassment policy, directing you to resources available through New York State and the relevant state agencies.

These resources are all available on the State's Combating Sexual Harassment in the Workplace website: www.ny.gov/programs/combating-sexual-harassment-workplace.

What are the New Requirements?

The 2019 New York State Budget includes the nation's strongest and most comprehensive sexual harassment package, including new resources and requirements for employers. There are two key components under this law:

Policy (see pages 2-4)

Under the new law, every employer in New York State is **required to establish a sexual harassment prevention policy**. The Department of Labor in consultation with the Division of Human Rights has established a model sexual harassment prevention policy for employers to adopt, available at www.ny.gov/programs/combating-sexual-harassment-workplace. Or, employers may adopt a similar policy that meets or exceeds the minimum standards of the model policy (www.ny.gov/combating-sexual-harassment-workplace/employers#model-sexual-harassment-policy).

Training (see pages 5-6)

In addition, every employer in New York State is **required to provide employees with sexual harassment prevention training**. The Department of Labor in consultation with the Division of Human Rights has established this model training for employers to use. Or, employers may use a training program that meets or exceeds the minimum standards of the model training (www.ny.gov/combating-sexual-harassment-workplace/employers#training-requirements).

Policy: Implementation

All employers must adopt and provide a sexual harassment prevention policy to all employees by **October 9, 2018**.

If you want to adopt the State Model Policy:

- The State Model Policy contains fields for you to list your business name and the name/contact information for the individual(s) you have designated to receive sexual harassment complaints. Fill in those fields and apply whatever branding (e.g., logos, etc.) you like. You may choose to modify the policy to reflect the work of your organization and industry specific scenarios or best practices.
- Distribute the policy to all employees in writing or electronically. Employers are also encouraged to have employees acknowledge receipt of the policy, and to post a copy of the policy where employees can easily access it.

If you already have a policy and do NOT want to adopt the State Model Policy:

- Use the checklist on the next page to ensure your policy meets or exceeds the required minimum standards.
- If it already meets those standards, ensure it already has been or will be distributed to employees by October 9, 2018. All future new employees should receive the policy before commencing work.
- Ensure your complaint form and process are up to date and that employees are made aware of it as part of the policy.
- If you do not have a complaint form, a model is available online: www.ny.gov/combating-sexual-harassment-workplace/employers#model-complaint-form
- Review the online FAQs, which outline numerous common questions that may arise: www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions
- Distribute a copy of your finalized policy to all employees in writing. This may be done electronically, for example, by email. Employers are also encouraged to have employees acknowledge receipt of the policy, and to post a copy of the policy where employees can easily access it.
- You are also encouraged to provide the policy and training to anyone providing services in the workplace.

If you do NOT yet have a policy:

- Download the model policy, available online: www.ny.gov/combating-sexual-harassment-workplace/employers#model-sexual-harassment-policy
- Customize the document by filling in the employer name, person or office designated to receive complaints and appropriate contact information, as highlighted throughout.
- You may choose to modify the policy to reflect the work of your organization and industry specific scenarios or best practices.
- Review the online FAQs, which outline numerous common questions that may arise: www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions
- Distribute a copy of your finalized policy to all employees in writing. This may be done electronically, for example, by email. Employers are also encouraged to have employees acknowledge receipt of the policy, and to post a copy of the policy where employees can easily access it.
- You are also encouraged to provide the policy and training to anyone providing services in the workplace.

Policy: Minimum Standards Checklist

An employer that does not use the State model policy -- developed by the State Department of Labor and State Division of Human Rights -- must ensure their policy meets or exceeds the following minimum standards.

The policy **must**:

- Prohibit sexual harassment consistent with guidance issued by the Department of Labor in consultation with the Division of Human Rights;
- Provide examples of prohibited conduct;
- Include information concerning the federal and state statutory provisions concerning sexual harassment, remedies available to victims of sexual harassment, and a statement that there may be applicable local laws;
- Include a complaint form;
- Include a procedure for the timely and confidential investigation of complaints that ensures due process for all parties;
- Inform employees of their rights of redress and all available forums for adjudicating sexual harassment complaints administratively and judicially;
- Clearly state that sexual harassment is considered a form of employee misconduct and that sanctions will be enforced against individuals engaging in sexual harassment and against supervisory and managerial personnel who knowingly allow such behavior to continue; and
- Clearly state that retaliation against individuals who complain of sexual harassment or who testify or assist in any investigation or proceeding involving sexual harassment is unlawful.

Training: Instructions for Employers

All employers are required to train current employees by October 9, 2019. New employees should be trained as quickly as possible. In addition, all employees must complete sexual harassment prevention training at least once per year. This may be based on calendar year, anniversary of each employee's start date or any other date the employer chooses.

If you already have a training:

- Use the checklist on the next page to ensure your training meets or exceeds the required minimum standards.
- If your existing training does not, it should be updated to include all the listed elements. You may also provide supplemental training to employers who have already completed the training to ensure they have received training that meets or exceeds the minimum standards.
- Review the online FAQs, which outline numerous common questions that may arise: www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions

If you do NOT yet have a training:

- Download the model training, available online: www.ny.gov/combating-sexual-harassment-workplace/employers#training-requirements.
 - You may execute this training in a variety of ways, including live in person, via webinar or on an individual basis, with feedback as outlined in the training guidance document.
 - Depending on how you choose to present your training, you may utilize different available resources. For example, if you do a live presentation, you should download the PowerPoint and read the script that appears in the "Notes" of each slide.
 - If you choose to train employees with the video, you may direct them to watch it online or download it and show to a group, after which you would provide them a mechanism for feedback, as outlined in the training guidance document.
- Customize the training document(s) and modify them to reflect the work of your organization, including industry specific scenarios or best practices.
- The training should detail any internal process employees are encouraged to use to complain and include the contact information for the specific name(s) and office(s) with which employees alleging harassment should file their complaints.
- You may wish to include additional interactive activities as part of the training, including an opening activity, role playing or group discussion(s).
- Review the online FAQs, which outline numerous common questions that may arise: www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions

Training: Minimum Standards Checklist

An employer that does not use this model training -- developed by the State Department of Labor and State Division of Human Rights -- must ensure their training meets or exceeds the following minimum standards.

The training **must**:

- Be interactive (*see the model training guidance document for specific recommendations*);
- Include an explanation of sexual harassment consistent with guidance issued by the Department of Labor in consultation with the Division of Human Rights;
- Include examples of unlawful sexual harassment;
- Include information concerning the federal and state statutory provisions concerning sexual harassment and remedies available to targets of sexual harassment;
- Include information concerning employees' rights of redress and all available forums for adjudicating complaints; and
- Include information addressing conduct by supervisors and additional responsibilities for supervisors.

BIDDER'S CERTIFICATION

Name of Bid: _____

In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:

- a) BIDDER acknowledges that they have read, understand, and agree to all aspects of the terms and specifications as presented without reservation or alteration.
- b) When awarded, the bid package becomes the "Contract Document".
- c) That the organization, its principals, and sub-recipients are not currently suspended or debarred from doing business with the Federal Government.
- d) The BIDDER has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees in accordance with New York State Labor Law §201-g.

Date: _____

Vendor: _____

Authorized Signature: _____

Print Name: _____

Subscribed to and sworn to before me

this _____ day of _____, 20__

Notary Public

APPENDIX K: DELIVERABLES TABLE

DELIVERABLES	RATE	BASIS OF COMPENSATION	EST. UNITS
GENERAL REQUIREMENTS TOTAL:	\$0.00		
Project Schedule Updates		LS	1
Funding Agency Reporting		LS	1
Drilling Logs / Reporting		LS	1
TOTAL FOR EACH TEST WELL:	\$0.00		
Mob & De-Mob for drilling platform to/from Site		LS / EA.	1
Discharge / Site Controls & Pollution Prevention		LS / EA.	1
Generator, Pipe & Pump Allowance		LS / EA.	1
Drilling: 6" Test wells:		UP	200 LF
Overburden drilling & installation of temp surface casing (25' depth for sanitary seal):		LS / EA.	1
Drive Shoe:		LS / EA.	1
Well Screen (inclusive of riser, K-packer and bottom plate with J-hook) 6" temp:		LS / EA.	1
Sieve Analysis:		LS / EA.	1
Cement grout of sanitary seal and removal of temporary surface casing:		LS / EA.	1
Site Restoration		LS / EA.	1
Lockable Well Cap:		LS / EA.	1
Set & Pull Test Pump:		LS / EA.	1
4-HR Step Test:		LS / EA	1

1) All cost proposal units are required to be provided for individual wells for the purposes of the RFP, though it is anticipated that a minimum of three (3) test wells are required for the project.

2) These figures are Not-to-Exceed Hourly Estimates. For State Revolving Fund compliance, these figures must have an approved contract Amendment prior to exceeding these estimates for additional test wells under the professional services agreement.

APPENDIX L: DRAFT FORM OF CONTRACT

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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **TBA** (“Effective Date”) between **Town of Elizabethtown** (“Owner”) and **TBA** (“Contractor”).

- A. Owner's Project, of which Contractor services under this Agreement are a part, is generally identified as follows:

Elizabethtown Water System Upgrades – Municipal Drinking Water Well Drilling.

(“Project”).

- B. Owner has engaged **Dodson & Associate Consulting Engineers, PLLC.** (“Engineer”) to provide professional services to Owner, and in addition hereby engages Contractor.

- C. Contractor’s services under this Agreement are generally identified as follows:

Development of a new ground-sourced drinking water system test well. Work includes but is not limited to the drilling of 6” diameter test wells and step/pump testing to identify a capable primary & secondary groundwater source; developing 6” diameter test well & pumps test in accordance with NYS Department of Health standards; temporary pump installation, discharge piping, requisite erosion controls and site work, restoration, and miscellaneous improvements located in the Town of Elizabethtown, New York. Contractor shall employ such means and methods as in its expertise is required to comply with the foregoing work. Other detailed scoping referenced in Exhibit A, “Services”

In addition to the services described in the base Agreement, Contractor will make good faith efforts to utilize Disadvantaged, Women and Minority Owned Businesses (M/WBEs) per NYS Environmental Facilities Corporation (EFC) requirements as described in State Revolving Fund (SRF) Program Requirements Bid Packet for Non-Construction Contracts, effective October 1, 2018 included as Exhibit M.

- D. Other terms used in this Agreement are defined in **Article 7.**

Owner and Contractor further agree as follows:

ARTICLE 1 – SERVICES OF CONTRACTOR

1.01 *Scope*

- A. Contractor shall perform or furnish the Well Drilling Services as set forth herein, *in originating Proposal*, and in **Exhibit A.**
- B. Depending on information obtained in the course of performing services, field conditions encountered, and subsurface conditions discovered, Contractor may propose to modify the specified number and location of borings/test wells, the number and type of field and laboratory tests, and other similar items. Contractor shall notify Owner and Engineer in advance of the reason for any such proposed modification. Contractor shall obtain Owner’s approval of the proposed modification before proceeding.

- C. Contractor shall conduct all field operations in a safe manner, taking necessary measures with respect to the safety and protection of personnel and property at the Site.
- D. Contractor shall take reasonable precautions to limit damage to the Site and shall return the Site to its original condition pursuant to the restoration requirements set forth in **Exhibit A**.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in **Exhibit B**.
- B. Owner shall pay Contractor as set forth in **Article 4 and Exhibit C**.
- C. Owner has furnished to Contractor a copy of available information relevant to the Well Drilling Services, and Owner will furnish additional relevant information as it becomes available.
- D. Owner shall provide notifications to affected third parties, including but not limited to other consultants and Site tenants, if any, indicating that Owner has granted or obtained access to the Site for Contractor to perform its services.
- E. Owner shall be responsible for all requirements and instructions that it furnishes to Contractor pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Contractor pursuant to this Agreement. Contractor may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- F. Owner shall give prompt written notice to Contractor whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Contractor services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Contractor services.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed according to **Exhibit L, “Project Schedule”**, within **ninety (90)** calendar days after the date when the Contract Times commence, **which will begin on the date this Agreement is fully executed by both parties** ~~as provided in Paragraph 2.03 of the General Conditions and~~ completed and ready for final payment in accordance with **Exhibit C and C-1** ~~of the General Conditions~~ within **ninety (90)** calendar days after Substantial Completion to accommodate Restoration activities.

3.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in **Paragraph 3.01** above and that Owner is under both NYS Department of Health and United States EPA orders for compliance with Owner's water system, and that Owner will suffer financial loss if the Work is not completed within the times specified in **Paragraph 3.02** above, plus any extensions thereof allowed in accordance with an executed Amendment to this Agreement ~~Article 12 of the General Conditions~~. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$500.00 for each day** that expires after the time specified in **Paragraph 3.02** above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$500.00 for each day** that expires after the time specified in **Paragraph 3.02** above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Contractor's performance of its services.
- C. **If Contractor fails, through its own fault, to complete the performance of Services within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.**

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Contractor shall prepare invoices in accordance with its standard invoicing practices and the terms of **Exhibit C**. Contractor shall submit its invoices to Owner on a monthly basis. Invoices are due and payable **within thirty (30) days of receipt**.
- B. *Invoices:* Contractor shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner **on a monthly basis for approval by Town Board**. Invoices are due and payable within 30 days of receipt **and approval by Owner's Town Board. If the Contractor fails to provide invoicing prior to the publicly listed Town Board meeting schedule, then the invoices would be approved in the next scheduled Board Meeting.** If Owner fails to make any payment due Contractor for Services, Additional Services, and expenses within 30 days after receipt **Owner's Town Board Approval** of Contractor's invoice then (1) the amounts due Contractor will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Contractor may, after giving **seven (7) days** written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Contractor for any such suspension.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Contractor and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Contractor for services and expenses **within thirty (30) days** after receipt of Contractor invoice, then:
1. Amounts due Contractor will be increased at the **rate of 1.0% per month** (or the maximum rate of interest permitted by law, if less) from said **thirtieth (30) day**; and
 2. Contractor may, after giving **seven (7) days** written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Contractor for any such suspension.
 3. **Exceptions to this section apply when the Contractor fails to provide funding agency required reports and/or documents that are complete and on time; if these reports are not supplied as required and further specified in the Attachments hereto, the Owner reserves the right to withhold payment without penalty by the Contractor to ensure that project costs are compliant per the specified funding agency program requirements.**
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Contractor in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of **Paragraph 4.01**.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative or regulatory action that imposes additional sales or use taxes on Contractor services or compensation under this Agreement, then Contractor may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Contractor for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Contractor is entitled under the terms of **Exhibit C**.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Contractor opinions (if any) of probable Construction Cost as related to the Project's well drilling/well development aspects are to be made on the basis of Contractor experience, qualifications, and general familiarity with the construction industry. ~~However, because Contractor has no control over the cost of labor, materials, equipment, or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, Contractor cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Contractor.~~ If Owner requires greater assurance as to probable Construction Cost as related to the Project's well drilling/well development aspects, then Owner agrees to obtain an independent cost estimate.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Interpretations and recommendations by Contractor will be based on information available to or developed by Contractor. Contractor recognizes that subsurface conditions may vary from those observed at specific locations where borings, surveys, sampling, testing, or other Site explorations are made, and that Site conditions may change with time, and that Owner is relying on Contractor's expertise in addressing any such subsurface conditions as same may impact the work for which Contractor is retained in this Agreement.
- B. *Technical Accuracy:* Neither Owner nor Engineer shall be responsible for discovering deficiencies in the technical accuracy of Contractor services. Contractor shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Contractor may retain such Consultants as Contractor deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Responsibility to Owner:* Contractor shall be fully responsible to Owner for all acts and omissions of Consultants and other entities or individuals performing or furnishing any of the Well Drilling Services, just as Contractor is responsible for its own acts and omissions.
- E. *Reliance on Others:* Subject to the standard of care set forth in **Paragraph 6.01.A**, Contractor and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- F. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Contractor and Owner shall comply with applicable Laws and Regulations.
 2. Contractor shall comply with any and all policies, procedures, instructions, and Site access and restoration requirements that are applicable to Services and that Owner provides to Contractor in writing, subject to the standard of care set forth in **Paragraph 6.01.A**, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Contractor's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Contractor after the Effective Date of Owner-provided written policies and procedures;

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- G. Contractor shall not be required to sign any document, no matter by whom requested, that would result in Contractor having to certify, guarantee, or warrant the existence of conditions whose existence Contractor cannot ascertain. Owner agrees not to make resolution of any dispute with Contractor or payment of any amount due to Contractor in any way contingent upon Contractor signing any such document.
- H. Owner shall not at any time be obligated to supervise, direct, control, or have authority over Contractor work, nor shall Owner have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, or the safety precautions and programs incident thereto, for security or safety at the Site (except with respect to Contractor own services and those of its Consultants), nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of Contractor.

I. Contractor is required to provide and has responsibility for performance and payment bonding requirements.

- J. Contractor services do not include providing legal advice or representation.
- K. Contractor services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- L. While at the Site, Contractor, its Consultants, and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's, and other safety programs of which Contractor has been informed.

~~6.02 Contractor during Construction Phase Services~~

- ~~A. Contractor shall be responsible only for those Geotechnical Consultation during Construction Phase services expressly required of Contractor in **Exhibit A**. With the exception of such expressly required services, Contractor shall have no design, submittal review, or other obligations during construction with respect to the Project's geotechnical aspects or otherwise, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other Construction Phase administrative, engineering, and professional services.~~
- ~~B. Notwithstanding the above, Contractor shall be responsible for any professional opinions and interpretations provided by Contractor to Owner, Engineer, or others during construction, including interpretations or clarifications of the Construction Contract Documents, and shall remain responsible for all other services performed or furnished under this Agreement.~~

6.03 *Use of Documents*

- A. ~~All Documents are instruments of service in respect to this Project, and Contractor shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Contractor) whether or not the Project is completed.~~
- B. The Contractor is to maintain all books, documents, papers, account records and other evidence pertaining to this work ***and to make such materials available*** at their respective offices at all reasonable times during the agreement and **for a period up to seven (7) years from the date of final payment under the agreement.**
- C. Contractor grants Owner and Engineer a license to use the Well Drilling Report (*as required per contract scope*) and other Documents for any reasonable purpose, to include the Well Drilling Report and other project documents, and to furnish copies of the project documents to any third party at any time, without notice to or permission from Contractor, provided that Owner is in full compliance with the provisions of this Agreement governing payment for services rendered in preparing the Well Drilling Report and other project documents. Contractor waives any claim against Owner or Engineer with respect to any such use or furnishing of the Well Drilling Report and other project documents.
- D. Owner may make and retain copies of all Documents for information and reference in connection with the use of the Documents on the Project. Contractor grants Owner, Engineer, and any design professionals retained by Owner or Engineer, an **unfettered** ~~limited~~ license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Contractor of full payment due and owing for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Contractor, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Contractor; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Contractor, as appropriate for the specific purpose intended, will be at the user's sole risk and without liability or legal exposure to Contractor or its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Contractor and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents by Owner without written verification, completion, or adaptation by Contractor; and (4) such limited license shall not create any rights in other third parties.
- E. If, in addition to performing the Contractor's services under this Agreement, Contractor at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Contractor at rates or in an amount to be agreed upon by Owner and Contractor.

6.04 *Electronic Transmittals*

- A. The Owner and Contractor may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance and Bonding*

- A. Contractor shall procure and maintain insurance as set forth in **Exhibit G**, "Insurance." Contractor shall cause Owner and Engineer (if any) to be listed as additional insureds on any applicable general liability insurance policy carried by Contractor.
- B. Owner shall procure and maintain insurance as set forth in **Exhibit G**, "Insurance." Owner shall cause Contractor and its Consultants to be listed as additional insureds on any general liability policies carried by Owner that are applicable to the Project.
- C. **If Contractor's services under this Agreement include construction of any kind and Owner requires Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, or other insurance deemed necessary to protect Owner's interests in the Project, then Owner shall further require Contractor to cause Contractor and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.**
- D. Owner and Contractor shall each deliver to the other certificates of insurance evidencing the coverages indicated in **Exhibit G**. Such certificates shall be furnished prior to commencement of Contractor's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Contractor or its Consultants. Owner and Contractor waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Contractor shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least **10 days' prior written notice** has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits, or obtain replacement coverage meeting the requirements of this Agreement.

- G. At any time, Owner may request that Contractor or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in **Exhibit G**. If so requested by Owner, and if commercially available, Contractor shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and **Exhibit G** will be supplemented to incorporate these requirements.
- H. Contractor shall obtain and at all times keep in full force and effect performance and payment bonds in accordance with **Exhibits L** and **M** to this Agreement.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. **By Owner:** Owner may suspend Contractor's services under this Agreement for up to **sixty (60) days upon seven (7) days written notice** to Contractor.
- 2. **By Contractor:** Contractor may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Contractor for invoiced services and expenses, as set forth in **Paragraph 4.02.B**, or in response to the presence of Constituents of Concern at the Site, as set forth in **Paragraph 6.10.D**, provided that if the failure to pay is relative to a bona fide claim by Owner as to the work performed for such payment, Contractor may not suspend its work during resolution of any such disagreement, it being the parties express intention that given the requirements of Owner's compliance with pending orders as set forth in **Paragraph 3.03.A** above, time for performance by Contractor in accordance with this Agreement shall remain of the essence.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. By either party **upon thirty (30) days written notice** in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
 - b. By Contractor:
 - 1) upon **seven (7) days** written notice if Owner demands that Contractor furnish or perform services contrary to Contractor's responsibilities as a licensed professional; or
 - 2) upon **seven (7) days** written notice if Contractor's services for the Project are delayed or suspended for more than **ninety (90) days** for reasons beyond Contractor's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in **Paragraph 6.10.E**.
 - 3) Contractor shall have no liability to Owner on account of such termination.

- c. Notwithstanding the foregoing, this Agreement will not terminate under **Paragraph 6.06.B.1.a** if the party receiving such notice begins, **within 7 days of receipt** of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than **thirty (30) days of receipt thereof**; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, **but not exceed, sixty (60) days after the date of receipt of the notice.**
2. For convenience, by Owner effective upon Contractor's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under **Paragraph 6.06.B** may set the effective date of termination at a time up to **thirty (30) days later** than otherwise provided to allow Contractor to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination*
1. In the event of any termination under **Paragraph 6.06**, Contractor will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon receiving such payment, Contractor shall provide all Documents to Owner, which shall have the limited right to the use of all Documents, at Owner's sole risk, subject to the provisions of **Paragraph 6.03**.
 2. In addition to invoicing for those items identified in **Paragraph 6.06.D.1**, in the event of termination by Owner for convenience or by Contractor for cause the Contractor shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in **Exhibit C**.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located: **ESSEX COUNTY, NY**.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Contractor are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Contractor (and to the extent permitted by **Paragraph 6.08.B** the assigns of Owner and Contractor) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Contractor may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any

written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Contractor to: (a) any Constructor; (c) any other third-party individual or entity; or (d) to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Contractor and not for the benefit of any other party. Contractor shall not be responsible for unreasonable interpretations or misuse of the Well Drilling Report or other Documents by third parties.
 3. Owner agrees that the substance of the provisions of **Paragraph 6.08.C.1 and 2** shall appear in each Construction Contract between Owner and any Contractor.

6.09 *Dispute Resolution*

- A. Owner and Contractor agree to negotiate all disputes between them in good faith for a period of **thirty (30) days from the date of notice** prior to invoking the procedures of ~~Exhibit H~~ or other provisions of this Agreement, or exercising their rights under law, provided that nothing contained herein shall permit Contractor to suspend completion of all work contained herein during any such dispute.
- B. **After the thirty (30) day period for mutual negotiation has expired or the process has failed, then disputes, including breach or alleged breach thereof, may not be submitted to binding arbitration. Instead, the dispute must be heard in the Essex County Supreme Court or any other court of competent jurisdiction within Essex County, NY.**
- C. If the parties fail to resolve a dispute through negotiation under **Paragraph 6.09.A**, then ~~either or both may invoke the procedures of Exhibit H.~~ If **Exhibit H** is not included, or if no dispute resolution method is specified in **Exhibit H**, then the parties may exercise their rights under law, provided that nothing contained herein shall permit Contractor to suspend completion of all work contained herein during any such dispute.

6.10 *Environmental Condition of Site*

- A. Owner represents to Contractor that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Contractor, exist at or adjacent to the Site.
- B. If Contractor encounters or learns of an undisclosed Constituent of Concern at the Site, then Contractor shall promptly notify (1) Owner and (2) appropriate governmental officials if Contractor reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Contractor's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Contractor or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Contractor may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Contractor's services under this Agreement, then the Contractor shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days' notice.
- F. Owner acknowledges that Contractor is performing professional services for Owner and that Contractor is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with any activities or services under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Contractor:* To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, and their officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor or Contractor's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Contractor in Exhibit I, "Limitations of Liability."~~
- B. *Indemnification by Owner:* ~~Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations, and to the extent (if any) required in Exhibit I, "Limitations of Liability."~~
- C. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated, or required by the Prime Agreement.
- D. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed Contractor, and all other negligent entities and individuals.
- F. ~~*Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Contractor waive against each other, and the other's employees, officers, directors, members, partners, agents, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.~~

6.12 *Records Retention*

- A. Contractor shall retain on file in legible form all well drilling / well description logs, field data, laboratory test data, calculations, notes, and other records (including cost records) related to the Project **for a period of five (5) years** following the completion or termination of services under this Agreement. Upon Owner's request, Contractor shall provide a copy of any such item to Owner at cost.
- B. Provisions regarding retention and disposition of water quality, mineral, rock and material samples (if any) are set forth in **Exhibit A**.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, which agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of the Project.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial capital letters, the terms listed below have the meanings indicated, and are applicable to both the singular and plural thereof:
1. *Additional Services*—The services to be performed for or furnished to Owner by Contractor in accordance with **Part 2 of Exhibit A** of this Agreement.
 2. *Agreement*—This written contract for professional services between Owner Contractor including those attachments and exhibits listed in **Article 8** and any duly executed amendments.
 3. *Basic Services*—The services to be performed for or furnished to Owner by Contractor in accordance with **Part 1 of Exhibit A** of this Agreement.
 4. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs) hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 5. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
 6. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
 7. *Construction Cost*—The cost to Owner of the construction of those portions of the Project designed or specified by Contractor including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs or services of Engineer, Contractor, other Engineer’s Consultants, or other design professionals and consultants; the cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner.
 8. *Constructor*—Any person or entity (not including Contractor, its Consultants, or their employees, agents, and representatives) performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

9. *Consultants*—Individuals or entities having a contract with Contractor to furnish services, materials, or equipment with respect to the Project as Geotechnical Engineer's independent professional associates, consultants, subcontractors, or vendors.
10. *Contractor*—An individual or entity with which Owner enters into a Construction Contract.
11. *Documents*—Field and laboratory data, reports (including but not limited to the Contractor Report), drawings, specifications, and other deliverables, whether in printed or electronic media format, provided or furnished by Contractor to Owner pursuant to this Agreement.
12. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the two parties to sign and deliver.
13. *Engineer*—The prime professional retained by Owner to perform or furnish engineering services (not including Services) for this Project.
14. *Well Drilling Report*—The written report furnished by Contractor as a Basic Service, containing water well drilling and development information and analysis resulting from Contractor's Work.
15. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental entities, bodies, agencies, authorities, and courts having jurisdiction.
16. *Owner*—The individual or entity named as such in this Agreement and with which Contractor has entered into this Agreement. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
17. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Contractor under this Agreement are a part.
18. *Site*—As the context may indicate:
 - a. Lands or areas designated by Owner on which the Contractor is to perform field services and with which Contractor is concerned in providing its services.
 - b. Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of Contractor.
19. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
20. *Substantial Completion*—The time at which the Work (or a specified part thereof, such as the well drilling/well development aspects of the Work) has progressed to the point where in the opinion of Engineer that the Work (or the specified part thereof) can be

utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

21. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
22. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

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ARTICLE 8 – EXHIBITS AND OTHER PROVISIONS

8.01 *Exhibits Included*

- A. Exhibit A, “Contractor’s Services.”
- B. Exhibit B, “Owner’s Responsibilities.”
- C. Exhibit C, “Payments to Contractor.”
- D. ~~Exhibit D~~ **(Intentionally Omitted)**
- E. ~~Exhibit E~~ **(Intentionally Omitted)**
- F. ~~Exhibit F~~ **(Intentionally Omitted)**
- G. Exhibit G, “Insurance.”
- H. ~~Exhibit H, “Dispute Resolution.”~~
- I. ~~Exhibit I, “Limitations of Liability.”~~ **(Intentionally Omitted)**
- J. ~~Exhibit J, “Special Provisions.”~~ **(Intentionally Omitted)**
- K. Exhibit K, “Amendment to Owner—Contractor Agreement.”
- L. ~~Exhibit L, “Performance Bond”~~
- M. ~~Exhibit M, “Payment Bond”~~
- N. Exhibit N, “Certificate of Liability Insurance”
- O. ~~Exhibit O, “Indemnification”~~ **(Intentionally Omitted)**
- P. Exhibit P, “Project Schedule”
- Q. Exhibit Q, “FFY 2018 State Revolving Fund Non-Construction Bid Packet”
- R. Exhibit R, “Consultant’s Originating Proposal”

8.02 *Total Agreement*

- A. This Agreement together with the incorporated Exhibits identified above constitutes the entire agreement between Owner and Contractor and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Contractor and Owner shall each designate a specific individual to act as the party’s representative under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party that the individual represents.

8.04 *Contractors’ Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this **Paragraph 8.04**:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

CONTRACTOR:

Town of Elizabethtown

TBA

By: Noel Merrihew

By: _____

Title: Town Supervisor

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Town of Elizabethtown

PO Box 265

Elizabethtown, New York 12932

License No.: _____

Contractor's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties. Contractor shall provide Basic Services and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 General Requirements

A. Project Schedule.

1. Produce a project schedule in Gantt chart format at the start of the project as a baseline and continue to keep the schedule updated throughout project.
2. Provide updates to the Owner for any changes to the schedule that may impact the timely execution of the project per the terms of the contract.

B. Coordination Meetings

1. Participate in a minimum of one (1) project progress meeting per month with the Owner and Engineers.

C. Logs & Reports.

1. Upon completion of a developed well, provide copies of logs and reports to both the Owner and the Owners Engineers.

A1.02 Installation of 6" Test Wells

- A. Initial Site Exploration Plan: As of the Effective Date the sequence for the 6-inch test wells will begin by advancing 6-inch casing to a depth of about 200 feet. Should conditions warrant, the 6-inch casing will be pulled back to allow for the installation of 10-feet of 6-inch telescoping screen with a Figure K packer. The test wells will then be developed for about 8-hours by air lifting or pumping and surging to remove the finer sands and clays from the native formation. Hay bales and silt fencing will be used as sediment control measures during the development activities. Following the well development a short 4-hour pumping test will be run to further evaluate the aquifer. The test wells will be left in place at the conclusion of the Work with the potential of serving as monitoring points for the future installation of a larger production well.**

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Advance Authorization

- A. If authorized in writing by Owner, Contractor shall furnish Additional Services of the types listed below. Owner shall pay for any such Additional Services as indicated in **Exhibit C**.
1. Services beyond the scope of **Part 1—Basic Services**, such as additional Site explorations, drilling, laboratory testing, analyses, reports, consultations, reviews, or monitoring during any phase of the services.
 2. Services in connection with unforeseen conditions encountered during construction or changes to the Project.
 3. Services during out-of-town travel required of Contractor other than visits to the Site and the offices of Owner in connection with services required in **Part 1– Basic Services**.
 4. Providing a resident representative to assist Contractor, and to provide more extensive observation of the Work in progress with respect to the well drilling / well development aspects of the Project.
 5. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with Laws and Regulations.
 6. Preparing to serve, or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process with respect to the geotechnical aspects of the Project.
 7. Providing more extensive services required to enable Contractor to issue notices or certifications requested by Owner.
 8. Providing a notice to Owner and Contractor that specified well drilling / well development aspects of the completed Work are acceptable to the best of Contractor's knowledge, information, and belief, based on the extent of the services provided by Contractor under this Agreement, and subject to stated conditions.
 9. Other services performed or furnished by Contractor not otherwise provided for in the Agreement.
 10. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment or energy shortages related to the well drilling / well development aspects of the Work.

A2.02 Additional Services Not Requiring Owner's Advance Authorization

- A. Contractor shall notify Owner in advance that Contractor will immediately commence to perform or furnish Additional Services of the types listed below. For such Additional Services, Contractor need not request or obtain specific advance authorization from Owner. Contractor

shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Additional or extended services during Work activities listed in **Part 1 – Basic Services** made necessary by (a) emergencies or acts of God endangering the Work, (b) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, or (c) damage to the Work by fire or other causes during construction.
 2. While at the Site, compliance by Contractor, its Consultants, and their employees and representatives with those terms of Contractor's, Engineer's, Owner's, or other safety programs provided to Contractor subsequent to the Effective Date that exceed those normally required of well drilling personnel by federal, state, or local safety authorities for similar construction sites.
- B. Contractor shall perform or furnish, when advance authorization by Owner cannot be obtained, Additional Services consisting of additional Site explorations that Contractor, in the exercise of due care, deems necessary in order to obtain adequate subsurface information based on subsurface conditions encountered, provided that such Additional Services are authorized hereunder only if and to the extent they would be substantially more costly if delayed until authorization by Owner were obtained. Contractor shall promptly give notice to Owner of the subsurface conditions that have been encountered, and that Contractor has started to perform or furnish such Additional Services. Upon receiving notice of such Site conditions and the starting of these Additional Services, Owner shall authorize Contractor to continue with Additional Services or advise Contractor to perform no more such Additional Services. Contractor and Owner shall confirm in writing all notices, authorizations, and directions as soon thereafter as possible.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall:

- A. Provide Contractor with relevant criteria and information as to Owner's requirements for the Project, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; and any budgetary limitations.
- B. Furnish copies of all design and construction standards that are required for the Project, if relevant to Services.
- C. Furnish to Contractor any other available information pertinent to the Project and relevant to Services, including reports and data relative to previous designs, studies, or investigations at or adjacent to the Site.
- D. Following Contractor's assessment of initially-available Project information and data and upon Contractor request, furnish or otherwise provide such additional Project-related information and data as is reasonably required to enable Contractor to complete the Services. Such additional information or data from Owner would generally include the following:
 - 1. Property descriptions;
 - 2. Zoning, deed, and other land use restrictions;
 - 3. Utility and topographic mapping and surveys;
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points;
 - 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data;
 - 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas; and
 - 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to the Site and adjacent public and private property, as required, for all personnel and equipment necessary for Contractor to perform Services.

- F. Recognizing and acknowledging that Contractor's services and expertise do not include the following services, provide, as required for the Project:
- a. Accounting, bond and financial advisory (including, if applicable, “municipal advisor” services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires.
 - c. Such auditing services as Owner requires.
- G. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve any portions of the Project designed or specified by Contractor, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- H. Advise Contractor of the identity and scope of services of other consultants retained by Owner or Engineer to perform or furnish services relating to the well drilling / well development aspects of the Project.
- I. If Owner designates a construction manager, or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and inform Contractor in writing of the duties, responsibilities, and limitations of authority of such other party.
- J. Inform Contractor in writing of any safety or security programs that are applicable to Contractor at the Site.
- K. Examine all studies, reports, alternative solutions, sketches, drawings, specifications, proposals, and other documents presented by Contractor (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- L. Authorize Contractor to provide Additional Services as set forth in **Part 2 of Exhibit A**, as required.

Payments to Contractor

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

C2.01 General Compensation Provisions

A. Basis of Compensation: The basis of Contractor's compensation shall be as designated in **Attachment C-1**, Summary of Contractor's Compensation, using one or more of the following methods:

1. Lump Sum
2. Unit Price
3. Hourly Estimates
4. ~~Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)~~
5. ~~Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)~~

B. Lump Sum Method

1. *Lump Sum:* For those categories of services for which compensation will be by the Lump Sum method, Owner shall pay Contractor the agreed-upon Lump Sum. The Lump Sum constitutes full and complete compensation for Contractor's services, including Contractor's labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
2. *Reimbursable Expenses (if any):* In addition to the Lump Sum, Contractor is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Contractor in connection with the performing or furnishing of Basic and Additional Services for the Project: **NONE**.

C. Unit Price Method

1. *Unit Price:* For those categories of services for which compensation will be by the Unit Price method, Owner shall pay Contractor the agreed-upon price per unit of material provided in the Work. The Unit Price constitutes full and complete compensation for Contractor's costs associated with material procurements, including Contractor's labor costs, overhead, profit, & expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges. Unit price shall only be due and paid provided Contractor's applicable Unit Price achieves the overall work provided for in this Agreement and Owner shall not be liable to Contractor for any breakage, well sheering or other failure in Contractor's work, it being the parties express intention that Owner is relying on Contractor's expertise in the construction of the wells envisioned in this Agreement.

D. Hourly Estimates

1. *Hourly Estimates:* For those categories of services for which compensation will be by the Hourly Estimates method, Owner shall pay Contractor the agreed-upon price per hour of labor per labor category provided in the Work, not to exceed the estimated values proposed in **Exhibit C-1**. The Hourly Rates provided in **Exhibit C-3** constitutes full and complete compensation for Contractor's costs associated with labor, including Contractor's labor costs, overhead, profit, & expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
2. *Estimate Overages:* In the event that the Owner and Contractor mutually agree that additional activities must be conducted to complete the Work, the Contractor must submit an Amendment to this Agreement in order to propose any further increases in Hourly Labor costs.

E. ~~Direct Labor Costs Method~~

~~Direct Labor Costs means salaries and wages paid to Contractor's employees engaged directly in the Project, but does not include payroll related costs and benefits. For those categories of services for which compensation will be by the Direct Labor Costs method, Owner shall pay an amount equal to Contractor's Direct Labor Costs times a Factor of [] for the services of Contractor's employees engaged directly on the Project. Under this method, Contractor shall also be entitled to reimbursement from Owner for Consultant charges and the expenses identified in Paragraph C4.04 below, and Attachment C-2.~~

F. ~~Standard Hourly Rates Method~~

~~For those categories of services for which compensation will be by the Standard Hourly Rates method, Owner shall pay Contractor the rate specified in Attachment C-3, Standard Hourly Rates Schedule, for each hour of professional service rendered by Contractor's employees engaged directly on the Project. The Standard Hourly Rates charged by Contractor constitute full and complete compensation for Contractor's services, including labor costs, overhead, and profit. Under this method, Contractor shall also be entitled to reimbursement from Owner for Consultant charges and the expenses identified in Paragraph C4.04 below, and Attachment C-2.~~

G. *Invoices:* In each monthly or other periodic invoice submitted by Contractor:

1. **The amount billed for Contractor's services rendered on a Lump Sum basis will be based upon Contractor's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.**
2. ~~The amount billed for Contractor's services rendered on a Direct Labor Costs Times a Factor basis will be based on the applicable Direct Labor Costs for the cumulative hours charged to the Project during the billing period by Contractor's employees multiplied by the designated factor, plus reimbursable expenses incurred during the billing period.~~
3. ~~The amount billed for services rendered on a Standard Hourly Rates basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of Contractor's employees times the hourly rates for each applicable billing class, plus reimbursable expenses incurred during the billing period.~~

H. *Period of Service:* The compensation amounts stipulated are based on the duration of service not exceeding the periods designated in **Exhibit A**, and on the time for completion of the Work designed or specified by Contractor, or related to those portions of the Project or specialized professional services assigned to Contractor, not exceeding the continuous construction period set forth in **Attachment C-1**. Should any period of service be extended, or the Work extend beyond the limits set forth in **Attachment C-1**, then the compensation amount for Contractor's services shall be reviewed under the terms of **Article 3**.

I. *Distribution of Compensation:* Contractor may alter the distribution of compensation between individual phases of the work noted in **Attachment C-1** to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

J. *Estimated Compensation Amounts*

1. For compensation **other than on a Lump Sum basis**, Contractor has provided an estimate of the amounts that will become payable for specified services. These estimates are for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Contractor under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Contractor that the total compensation amount thus estimated will be exceeded, Contractor shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Contractor's services for Owner's convenience. Upon notice, Owner and Contractor promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Contractor's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Contractor, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Contractor's services during the negotiations and Contractor exceeds the estimated amount before Owner and Contractor have agreed to an increase in the compensation due Contractor or a reduction in the remaining services, then Contractor shall be paid for all services rendered hereunder, subject to the terms of **Article 4**.

K. *Verification of Charges:* To the extent necessary to verify Contractor's charges and upon Owner's timely request, Contractor shall make copies of such records available to Owner at cost.

C4.04 *Reimbursable Expenses*

A. **Under the Lump Sum method basis of compensation** to Contractor, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and **Consultant charges**. **These expenses are not reimbursable** under the Lump Sum method, unless expressly indicated otherwise in **C2.01.B.2** above.

~~B. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Attachment C-2, Reimbursable Expenses Schedule, subject to the factors set forth below.~~

C. The amounts payable to Contractor for reimbursable expenses will be the internal expenses actually incurred or allocated on the Project by Contractor, plus all invoiced external reimbursable expenses allocable to the Project, the latter multiplied by a factor of 1.1.

Whenever Contractor is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Contractor times a factor of 1.1.

D. The external reimbursable expenses and Consultants' factors include Contractor's overhead and profit associated with Contractor's responsibility for the administration of such services and costs.

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This is **Attachment C-1** consisting of one page, referred to in and part of the **Agreement between Owner and Contractor for Professional Services** dated 11/26/18.

Summary of Contractor's Compensation

The compensation provisions of this **Exhibit C** are summarized as follows:

DELIVERABLES	RATE	BASIS OF COMPENSATION	EST. UNITS
GENERAL REQUIREMENTS TOTAL:	\$0.00		
Project Schedule Updates		LS	1
Funding Agency Reporting		LS	1
Drilling Logs / Reporting		LS	1
TOTAL FOR EACH TEST WELL:	\$0.00		
Mob & De-Mob for drilling platform to/from Site		LS / EA.	1
Discharge / Site Controls & Pollution Prevention		LS / EA.	1
Generator, Pipe & Pump Allowance		LS / EA.	1
Drilling: 6" Test wells:		UP	200 LF
Overburden drilling & installation of temp surface casing (25' depth for sanitary seal):		LS / EA.	1
Drive Shoe:		LS / EA.	1
Well Screen (inclusive of riser, K-packer and bottom plate with J-hook) 6" temp:		LS / EA.	1
Sieve Analysis:		LS / EA.	1
Cement grout of sanitary seal and removal of temporary surface casing:		LS / EA.	1
Site Restoration		LS / EA.	1
Lockable Well Cap:		LS / EA.	1
Set & Pull Test Pump:		LS / EA.	1
4-HR Step Test:		LS / EA	1

****These figures are Not-to-Exceed hourly Estimates. For State Revolving Fund compliance, these figures must have an approved contract Amendment prior to exceeding these estimates under the professional services agreement.***

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are *estimates only*. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Contractor's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges (if any).

This is Attachment C-2 to EXHIBIT C, referred to in and part of the Agreement Between Owner and Contractor for Professional Services dated [].

Reimbursable Expenses and Unit Price Schedule

Drilling/Field:

Item	Unit	Unit Charge
Mobilization of drill rig and two-man crew on and off site	Per mile each way	\$
	• (Minimum charge: \$)	
Charge for All Terrain Drill Rig	Per day	\$
Out of town living expenses for drill crew	Per day, per person	\$
Equipment and charges required to complete investigation, such as bulldozer, backhoe, subcontract drill rigs, tools, water permits and charges, access fees.	At cost, plus []%	
Drilling with split barrel soil sampling (ASTM D 1586)		
Semi-continuous to 10', and 5' intervals thereafter:		
• 0' to 20'	Per foot	\$
• 20' to 40'	Per foot	\$
• 40' to 60'	Per foot	\$
• Drilling below 80'	Per foot	\$
• Hard soil drilling (blows per foot greater than 60)	Multiply per foot rates above by a factor of 1. []	
• Special situations <i>[Describe here.]</i>	Per foot <i>[or other unit]</i>	\$
2" split barrel sampling in addition to normal 5' intervals below 10':		
• 10' to 50'	Each	\$
• 50' to 100'	Each	\$
Additional charge for Shelby tube samples (0-50'):		
• 2 inch	Each	\$
• 3 inch	Each	\$
Auger sampling without split spoon or Shelby tube (0-20'), base cost for set up		
• plus cost per foot	Per foot	\$
Rock coring (0-20'), base cost for set up		
• plus cost per foot	Per foot	\$
Pavement coring		
	Per boring	
Grout boreholes with bentonite pellets		
	Per foot	\$
Grout boreholes with bentonite/cement slurry, base cost for set up		
• plus cost per foot	Per foot	\$
2-inch diameter PVC pipe		
	Per foot	\$
2-inch diameter PVC well screen-5' length		
	Each	\$
Traffic Control Signage: non freeway (8 signs maximum)		
	Per day	\$

Item	Unit	Unit Charge
Lighted Arrow Board	Per day	\$
Other materials	At cost, plus []%	
Hourly charge for drill rig and crew, for location of borings, installation and development of monitoring wells, specialized in-situ testing, phone calls, standby time, clearing access, utility clearance, site clean up, hourly drilling, hauling water	Per hour	\$
Pressure meter test	Per test	
Vane shear test	Per test	
Cone penetration (Dutch cone) test	Per test	

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Laboratory:

Item	Unit	Unit Charge
Calibrated Penetrometer Test	Each	\$
Torvane Test	Each	\$
Moisture Determination	Each	\$
Visual Engineering Classification	Per Sample	\$
Unconfined Compressive Strength	Each	\$
Unit Weight Determination	Each	\$
Atterberg Limits (LL + PL)	Each	\$
Hydrometer Analysis	Each	\$
Sieve Analysis	Each	\$
Loss by Wash	Each	\$
Organics Content (Loss on Ignition)	Each	\$
Permeability Test of Liner Sample	Each	\$

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this **Attachment C-3** and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article 4 of the Agreement, and are subject to annual review and adjustment.

B. *Schedule:*

Hourly rates for services performed on or after the Effective Date are:

Billing Class	Rate
Billing Class VIII	\$ [—]/hour
Billing Class VII	\$ [—]/hour
Billing Class VI	\$ [—]/hour
Billing Class V	\$ [—]/hour
Billing Class IV	\$ [—]/hour
Billing Class III	\$ [—]/hour
Billing Class II	\$ [—]/hour
Billing Class I	\$ [—]/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, “Billing Class VI—Assistant Project Manager”), or using the engineering firm’s own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project’s course.]

**[Exhibits D, E, F, H, I, J & O Intentionally
Omitted – This Page Intentionally Left Blank.]**

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This is **EXHIBIT G**, referred to in and part of the Agreement between Owner and Contractor for Professional Services dated **TBA**.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

A. The parties will obtain the following insurance coverage with minimum limits as indicated:

1. Contractor will obtain:

- a. Workers' Compensation: Statutory
- b. Employer's Liability –
 - 1) Bodily injury, Each Accident: **\$100,000.00**
 - 2) Bodily injury by disease, each employee: **\$ 50,000.00**
 - 3) Bodily injury/disease, aggregate: **\$100,000.00**
- c. General Liability –
 - 1) General Aggregate: **\$2,000,000.00**
 - 2) Each Occurrence (Bodily Injury and Property Damage): **\$1,000,000.00**
- d. Excess Umbrella Liability –
 - 1) Per Occurrence: **\$1,000,000.00**
 - 2) General Aggregate: **\$1,000,000.00**
- e. Automobile Liability –
 - 1) Combined Single Limit (Bodily Injury and Property Damage) **\$1,000,000.00**
- f. Professional Liability –
 - a) Each Claim Made **\$1,000,000.00**
 - b) Annual Aggregate **\$2,000,000.00**
- g. Other (specify): _____ \$[]

2. Owner will obtain:

a. Workers' Compensation:	Statutory
b. Employer's Liability –	
1) Bodily injury, each accident:	\$100,000.00
2) Bodily injury by disease, each employee:	\$ 50,000.00
3) Bodily injury/Disease, Aggregate:	\$100,000.00
c. General Liability –	
1) General Aggregate:	\$2,000,000.00
2) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000.00
d. Excess Umbrella Liability –	
1) Each Occurrence:	\$1,000,000.00
2) General Aggregate:	\$1,000,000.00
e. Automobile Liability –	
1) Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000.00
g. Other (specify): _____	\$_[]

B. Additional Insureds

1. The following individuals or entities will be listed on Contractor's policies of insurance as provided in **Paragraph 6.04**:

1. **Town of Elizabethtown**
2. **HydroSource Associates, Inc.**
3. **Dodson & Associate Consulting Engineers, PLLC.**

This is ~~EXHIBIT H~~, referred to in and part of the ~~Agreement between Owner and Contractor for Professional Services~~ dated ~~TBA~~.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 – Dispute Resolution

- A. *Mediation:* Owner and Contractor agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mediator mutually agreeable to Owner and Contractor. Owner and Contractor agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 30 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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This is **EXHIBIT K**, referred to in and part of the Agreement Between Owner and Contractor for Professional Services dated **TBA**.

AMENDMENT TO OWNER—CONTRACTOR AGREEMENT

Amendment No. _____

1. Background Data

- a. Effective Date of Agreement: TBA
- b. Engineer: Dodson & Associate Consulting Engineers, PLLC.
- c. Contractor: TBA
- d. Project: ELIZABETHTOWN WATER SYSTEM

2. Nature of Amendment [*Check those that are applicable and delete those that are inapplicable.*]

- Additional Services to be performed by Contractor
- Modifications to services of Contractor
- Modifications to responsibilities of Owner
- Modifications of payment to Contractor
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

3. Description of Modifications

[Describe the modifications here, in as much specificity and detail as needed. Use an attachment if necessary]

4. Agreement Summary

- a. Original agreement amount:
- b. Net change for prior amendments:
- c. This amendment amount:
- d. Adjusted Agreement amount:

Changes in time for services (days or date, as applicable)

Owner and Contractor hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The effective date of this amendment is .

OWNER:

CONTRACTOR:

Town of Elizabethtown

TBA

By: Noel Merrihew

By: _____

Title: Town Supervisor

Title: _____

Date Signed: _____

Date Signed: _____