

**Municipal Utilities**

This agreement entered into this \_\_\_\_ day of April, 2024 by and between the Village of Penn Yan, hereinafter called the CLIENT and Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC hereinafter called the CONSULTANT;

WITNESS THAT:

WHEREAS, The CLIENT desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CLIENT finds that the proposed Scope of Services and terms of this agreement are acceptable, and

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of CONSULTANT. The CLIENT hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.
2. Scope of Service. The CONSULTANT shall perform, in a proper and professional manner, the services set forth in ATTACHMENT A, SCOPE OF SERVICES, which attachment is by this reference incorporated herein.
3. Extra Services. The CONSULTANT shall provide extra services, not specifically called for in ATTACHMENT A, SCOPE OF SERVICES, upon request or authorization of the CLIENT.
4. Time of Performance. The CONSULTANT will commence work on or as soon as practicable after the date of execution of this Agreement and all work as set forth in the Scope of Services shall be completed as required by the terms and submittals provided by the CLIENT. If the CLIENT requests significant modifications to the Scope of Services of the project, the time of performance of the CONSULTANT shall be adjusted appropriately.
5. Meetings. This agreement includes attendance by the CONSULTANT at meetings to review the progress of the work with the CLIENT. All meetings shall be scheduled at mutually convenient times.
6. Reports. The CONSULTANT shall prepare and submit to the CLIENT reports as called for in ATTACHMENT A, SCOPE OF SERVICES, attached hereto.
7. Compensation. The CONSULTANT agrees to perform the services provided for in the Scope of Services, and the CLIENT agrees to compensate the CONSULTANT for such services as set forth in ATTACHMENT B, BASIS OF COMPENSATION, which attachment is by this reference incorporated herein. Compensation for extra services, special consultants, and reimbursable expenses shall also be as set forth in ATTACHMENT B, BASIS OF COMPENSATION.

8. Personnel. The CONSULTANT represents that he has all personnel required to perform the services under this contract and that such personnel will be fully qualified to perform such services.
  
9. Responsibilities of the CLIENT. It is agreed that the CLIENT will have the following responsibilities under this agreement:
  - a. The provision of all available information, data, reports, records, and maps to which the CLIENT has access and which are needed by the CONSULTANT for the performance of the services provided for herein.
  - b. Providing assistance and cooperation for the CONSULTANT in obtaining any other needed material which the CLIENT does not have in its possession.
  - c. Making available the services of the CLIENT as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
  - d. The designation of a single representative who will be authorized to make necessary decisions required on behalf of the CLIENT in connection with the execution of this contract and who will serve as liaison to the CONSULTANT and will serve to provide the necessary direction and coordination for the project.

All such CLIENT responsibilities shall be conducted in a timely manner and without undue delay so as not to delay the CONSULTANT in the performance of his services.

10. Ownership of Materials. Drawings, specifications and other documents, including those in electronic form, prepared by the CONSULTANT, are Instruments of Service for use solely with respect to this Project. The CONSULTANT shall be deemed the author and owner of the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The CONSULTANT grants to the CLIENT a nonexclusive license to reproduce the Instruments of Service solely for purposes of construction, using and maintaining the Project provided that the CLIENT shall comply with all obligations under this Agreement.
  
11. Delays Beyond the Control of the Consultant. It is agreed that events which are beyond the control of the CONSULTANT may occur which may delay the performance of the Scope of Services of this AGREEMENT. In the event that the performance of the Scope of Services by the CONSULTANT is delayed beyond his control, the CONSULTANT shall notify the CLIENT of such delay and the reasons therefore, and the CLIENT shall extend the time of performance appropriately.
  
12. Changes. The CLIENT or the CONSULTANT may, from time to time, during the course of this AGREEMENT, request modifications of it or changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this AGREEMENT.

13. Termination of Contract. This AGREEMENT may be terminated by either party upon 30 day written notice to the other. In the event of such termination, all conceptual project materials shall become the property of the CONSULTANT. The CONSULTANT shall be entitled to receive just and equitable compensation for work accomplished prior to the termination of this AGREEMENT.
14. Assignability. This AGREEMENT shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the prior written consent of the other. Notwithstanding the foregoing, however, the CONSULTANT shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company or other financial institution any claims for compensation due, or to become due, to the CONSULTANT from the CLIENT under this AGREEMENT without such prior written consent.
15. Limit of Liability. The CONSULTANT's liability for claims arising from this agreement related to the negligent acts of the CONSULTANT shall be limited to the design fee.
16. Waiver of Consequential Damages. The CLIENT and the CONSULTANT mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this agreement.
17. Conflict of Interest. The CONSULTANT covenants that he presently has no interest and shall not acquire any interest which would conflict with the performance of the services required under this AGREEMENT.
18. Collection. In the event that the CONSULTANT incurs legal fees, lien fees, court costs or other collection costs due to late payment or non-payment by the CLIENT such charges will be reimbursable to the CONSULTANT and be paid by the CLIENT.
19. Entire Agreement. This contract constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, express or implied, which is not contained herein shall be binding or valid.
20. Indemnification. The CLIENT and CONSULTANT agree to indemnify and hold the other harmless, and their respective officers, employees, agents and the representatives from and against liability for all claims, losses, damages and expenses, are caused by the indemnifying party's negligent acts. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the CLIENT and CONSULTANT, the damages or expenses shall be borne by each party in proportion to its negligence. Each party shall ensure that all of their respective consultants, contractors, and subcontractors provide the other party with the same indemnification.
21. Sexual Harassment. CONSULTANT shall comply with any and all New York State Labor Law requirements with regard to sexual harassment prevention. CLIENT reserves the right to terminate this Agreement if CONSULTANT fails to comply with the same
22. Governing Law; Jurisdiction; Venue. This Agreement, including without limitation, any disputes arising out of or relating to this Agreement, shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. CONSULTANT and CLIENT hereby submit to the exclusive jurisdiction of the state and federal courts located in the County of Yates, State of New York with respect to any legal proceedings arising out of this Agreement.

23. Severability. If any provision of this Agreement is ruled invalid in an arbitral or judicial proceeding, such finding shall not affect the validity of any other provision or this Agreement as a whole, which shall remain in full force and effect.
24. Equal Opportunity Employer. The CONSULTANT is an Equal Opportunity Employer and is in compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." According to New York State Executive Law Article 15-A and 5 NCCRR Parts 142-144, the CONSULTANT shall be required to utilize, in good faith, women or minority owned businesses (WMBE) to the extent outlined in the attached NYSEFC Terms & Conditions. Within 30 days after completion of the contract, the CONSULTANT shall provide to the CLIENT and NYSEFC copies of a utilization plan outlining a plan to meet the WMBE requirements. See attached NYSEFC Terms & Conditions for required terms, see Exhibit 1.
25. Clean Air Act. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. – CONSULTANT, if in excess of \$100,000, shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
26. The Housing and Community Development Act. Section 3 12 U.S.C. 1701u of The Housing and Community Development Act of 1968, as amended - This CONSULTANT agreement, if in excess of \$200,000 is in compliance with Section 3 and the contractor shall include the clause set forth at 24 CFR 135.38 as provided in the Section 3 Rider.
27. Anti- Job Pirating 24CFR 570.482. All Economic Development, Small Business, and Microenterprise contracts shall contain a provision acknowledging that Community Development Block Grant Funds will not be used to assist directly the location of any industrial or commercial plant, facility, or operation, from one area to another area, if the relocation is likely to result in a significant loss of employment in the labor market area (LMA) from which the relocation occurs. For additional information, see the HUD CDBG Memorandum on Job Pirating Activities (<https://www.hudexchange.info/resource/2219/cdbg-memorandum-job-pirating-activities/>) and 24 CFR 570.482(f).
28. Audits & Examination. Recipient or subrecipient, the OCR, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
29. Opportunities for Training and Employment. To the greatest extent feasible, opportunities for training and employment arising in connection with this NYS CDBG-assisted project will be extended to lower-income project area residents. Further, the contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and supplies.

IN WITNESS WHEREOF, the CONSULTANT and the CLIENT have executed this agreement as of the date first above written and under the laws of the State of New York.

CLIENT:

CONSULTANT:

HUNT ENGINEERS, ARCHITECTS, LAND  
SURVEYORS & LANDSCAPE ARCHITECT DPC

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: 04/11/2024 \_\_\_\_\_

## ATTACHMENT A

### SCOPE OF SERVICES WWTP HEADWORKS FACILITY

#### A. Construction Administration

- HUNT shall coordinate with the Village to convene a pre-construction meeting. The pre-construction meeting shall include at a minimum, HUNT, the Contractor, authorized representatives of the Village, NYS DEC, NYSEG, as well as representatives of any other public or private agencies which the Village determines should be in attendance. HUNT will raise for discussion and decision, the manner in which the construction will be administered by the Contractor and the Village, the construction schedule and any remaining questions which must be settled before the start of construction.
- HUNT will review samples, schedules, shop drawings and tests of materials and equipment, progress data and time charts and any other data which the Contractor is required to submit, for conformance with the design and compliance with the Contract Documents. HUNT will review and make recommendations toward change(s) in contract scope at the request of Contractor(s) and/or Village. No change in the scope of the work or in materials specified will be approved until the Village approves such changes. HUNT will prepare necessary change orders only upon approval by the Village.
- HUNT will attend on-the-job, monthly field meetings, as needed, and provide notes of these meetings to the Village. HUNT will review and approve Contractor Progress Payments for the work on a monthly basis and advise the Village, as requested, on financial matters.
- HUNT will attend strategic Village Board meetings, as necessary, for the purpose of giving updates on the project progress and reviewing budget and cost information.
- HUNT will develop Record Documents of the “As-Built” conditions based upon marked-up drawings provided to HUNT by the Contractor. HUNT will provide one (1) set of prints and electronic files of the Record Drawings to the Village
- HUNT shall conduct, with a Village Representative, a final inspection of the project for conformance with the Contract Documents. HUNT will acknowledge the completion of the project in writing prior to the final payment to the Contractor. The Village’s approval and other proper agency approval shall be required for the acceptance of the completed work.
- A final acceptance and inspection report will be performed for all work. Certification of completed work will be made to the NYS DEC. A recommendation of final payment will be made when the project is deemed complete.
- HUNT will also assist the Village in obtaining a release of funds for this project.

B. Construction Observation

- A representative of HUNT shall be on-site to oversee the construction. If WMBE participation is required, HUNT will seek to utilize King Consulting for construction observation to satisfy future funding requirements.
- It is assumed there will be no need for Storm Water Pollution Prevention Plan inspections nor to provide inspection reports meeting the NYSDEC's requirements.

II. ITEMS OF UNDERSTANDING

The following are not included in the above Project Approach and shall be considered additional services if requested by the Village:

- Detailed environmental studies are not anticipated or included such as wetland delineation, endangered species habitat investigation, archaeological sensitivity, etc.
- Construction stake-out/Survey of as-built conditions
- Funding Administration/Financial Assistance/Fiscal Advisory Services. This service can be provided as desired.



## ATTACHMENT B

### BASIS OF COMPENSATION

1. Compensation

The CONSULTANT will, perform the services outlined in ATTACHMENT A for a fee of \$113, 174 including reimbursable expenses.

2. Reimbursable Expenses

Project-related reimbursable expenses for travel, lodging, printing/photocopying and postage are included in the fees as set forth above and will be billed at cost as they are incurred. (Mileage at the current IRS rate.)

3. Times of Payment

CONSULTANT shall submit monthly Invoices for Services rendered and for disbursements incurred. Invoices are due and payable thirty (30) days from the date of the invoice, unless otherwise herein provided. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing on the date of the invoice.

Interest Rate - 1% per month

4. Additional Services

Should services be required that are beyond the Scope herein, the CLIENT will be notified by the CONSULTANT and a written estimate for this work will be provided.



# **Mandatory State Revolving Fund Terms and Conditions**

**For Contracts Funded with the NYS Clean Water State Revolving Fund  
or Drinking Water State Revolving Fund**

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**Identify Contract Type prior to Advertisement for Bid:**

- Construction**
    - Treatment Works and Drinking Water Projects**
    - Non-Treatment Works**
  - Non-Construction**
- 

Effective October 1, 2023

**New York State Environmental Facilities Corporation**  
625 Broadway, Albany, NY 12207-2997  
P: (518) 402-6924  
[www.efc.ny.gov](http://www.efc.ny.gov)

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## INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

# REQUIRED CONTRACT LANGUAGE

## COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

**Broker** means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

**Construction** means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

**Contract** means an agreement between a Recipient and a Contractor.

**Contractor** means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

**Manufacturer** means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

**MBO** is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

**Non-Construction 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.

**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. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

**State** means the State of New York.

**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.

**Supplier** means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

**Treatment Works** is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

## **SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS**

*Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.*

## **SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS**

*The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.*

*The Minority- and Women- Owned Business Enterprises (“MWBE”) participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.*

**Contracts Meeting Article 15-A Thresholds** means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- a) Non-Construction Provider Contracts greater than \$25,000;
- b) Non-Construction Provider Contracts that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- c) Construction Contracts greater than \$100,000; and,
- d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

*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 meeting Article 15-A thresholds.
  2. 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.
  3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A (“Title VII”) for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
  4. 41 CFR Part 60-4 (“Federal Affirmative Action Regulations”) for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
  5. 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.
  6. The Age Discrimination Act of 1975 (“Age Discrimination Act”) for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. 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. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.
- C. 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(E) of this section, or enforcement proceedings as allowed by the Contract.
- D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

## **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. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, 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.
- 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. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- E. The Contractor will include the provisions of Subdivisions II(A) and II(C) 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.
- F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- G. **For construction contracts in excess of \$10,000**, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet> , if Contractor or Subcontractor:
1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
  2. Has 50 or more employees;
  3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
  4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

### III. Business Participation Opportunities for MWBEs

#### *Applicable to Contracts Meeting Article 15-A Thresholds*

##### A. Contract Goals

1. **New York State certified MWBE participation goals for this contract are 20%**. For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
  - a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
  - b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
  - c. NYS Intermunicipal Grants that are also receiving EFC financing.
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 <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
  - a. For construction and 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.
  - b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
4. 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.

5. 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 a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date 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. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. 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 Monthly MWBE Contractor Compliance Report or 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. Request 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 MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO 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 MBO, 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")

1. The Contractor agrees to submit a report to the MBO 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. Liquidated Damages - MWBE Participation

1. 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.
2. Liquidated damages shall be calculated as an amount not to exceed the difference between:
  - a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
  - b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.
3. 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.
4. 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 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

*The requirements of this section apply to all Construction Contracts and Subcontracts*

- A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides 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. New York State 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.

- B. 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> .
- C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

## SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

*The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.*

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as [Attachment 2](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

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

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

## SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

*The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.*

### **For Contracts in Excess of \$2,000:**

#### 1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm> . Wage determinations may be obtained from the US Department of Labor’s website, <https://beta.sam.gov/> .

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall

maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

#### 4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job

site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by

reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
  - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

***For Contracts in Excess of \$100,000:***

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen,

working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

## **SECTION 6 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 debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

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 7 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 bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as [Attachment 3](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

## **SECTION 8 CONSTRUCTION SIGNS**

*The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).*

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.





# Environmental Facilities Corporation

## 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 to the Recipient's 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 [Mandatory Terms and Conditions](#) or consult your designated MBO for further guidance.

### Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

**NYS Environmental Facilities Corporation  
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION			
<b>Recipient/Municipality:</b>		<b>County:</b>	
<b>Project No.:</b>	<b>GIGP No.:</b>	<b>Contract ID:</b>	<b>Registration No. (NYC only):</b>
<b>Minority Business Officer:</b>		<b>Email:</b>	<b>Phone #:</b>
<b>Address of MBO:</b>			
<b>Electronic Signature of MBO:</b>		<b>Date:</b>	
<input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
<b>Firm Name:</b>		<b>Contract Type:</b> <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
<b>Prime Firm is Certified as:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other:			
If certified, please include Prime information in Section 3. If dual certified, you must select either MBE or WBE.			
<b>Address:</b>		<b>Phone #:</b>	<b>Fed. Employer ID #:</b>
<b>Description of Work:</b>			
<b>Award Date:</b>	<b>Start Date:</b>	<b>Completion Date:</b>	<b>Email:</b>
<b>Total Contract Amount:</b> \$		<b>MWBE GOAL Total</b>	<b>PROPOSED MWBE Participation</b>
<b>MWBE Eligible Contract Amount:</b> \$		<b>Total:</b> % \$	<b>Total:</b> % \$
(MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)			

**NYS Environmental Facilities Corporation  
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

**SECTION 3: MWBE SUBCONTRACTOR INFORMATION**

This Submittal is: <input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:		Contract Amount:	For EFC Use:
<b>NYS Certified M/WBE Subcontractor Info</b>			
<b>Business Name:</b>	<b>Fed. Employer ID#:</b>		
<b>Address:</b>	<b>Phone #:</b>		
<b>Scope of Work:</b>	<b>Email:</b>		
<b>Select Only One:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>		
<b>Select Only One:</b> <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>		
<b>Full Contract Amount: \$</b>			
<hr/>			
<b>Business Name:</b>	<b>Fed. Employer ID#:</b>		
<b>Address:</b>	<b>Phone #:</b>		
<b>Scope of Work:</b>	<b>Email:</b>		
<b>Select Only One:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>		
<b>Select Only One:</b> <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>		
<b>Full Contract Amount: \$</b>			
<hr/>			
<b>Business Name:</b>	<b>Fed. Employer ID#:</b>		
<b>Address:</b>	<b>Phone #:</b>		
<b>Scope of Work:</b>	<b>Email:</b>		
<b>Select Only One:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>		
<b>Select Only One:</b> <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>		
<b>Full Contract Amount: \$</b>			
<hr/>			
<b>Business Name:</b>	<b>Fed. Employer ID#:</b>		
<b>Address:</b>	<b>Phone #:</b>		
<b>Scope of Work:</b>	<b>Email:</b>		
<b>Select Only One:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>		
<b>Select Only One:</b> <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>		
<b>Full Contract Amount: \$</b>			

**NYS Environmental Facilities Corporation  
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

**SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued**

<b>Business Name:</b>	<b>Fed. Employer ID#:</b>
<b>Address:</b>	<b>Phone #:</b>
<b>Scope of Work:</b>	<b>Email:</b>
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>
<b>Select Only One:</b> <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>
<b>Full Contract Amount: \$</b>	

<b>Business Name:</b>	<b>Fed. Employer ID#:</b>
<b>Address:</b>	<b>Phone #:</b>
<b>Scope of Work:</b>	<b>Email:</b>
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>
<b>Select Only One:</b> <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>
<b>Full Contract Amount: \$</b>	

<b>Business Name:</b>	<b>Fed. Employer ID#:</b>
<b>Address:</b>	<b>Phone #:</b>
<b>Scope of Work:</b>	<b>Email:</b>
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>
<b>Select Only One:</b> <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>
<b>Full Contract Amount: \$</b>	

<b>Business Name:</b>	<b>Fed. Employer ID#:</b>
<b>Address:</b>	<b>Phone #:</b>
<b>Scope of Work:</b>	<b>Email:</b>
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>
<b>Select Only One:</b> <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>
<b>Full Contract Amount: \$</b>	

**SIGNATURE**

<b>Electronic Signature of Contractor:</b> <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. <b>Name (Please Type):</b>	<b>Date:</b>
--	--------------



# Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION  
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH  
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS  
OR  
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE  
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title:

Contractor's Name:

Contract ID:

SRF Project No.:

SRF Recipient Name:

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

Name (print):

Title:

Date:



# Environmental Facilities Corporation

## New York State Environmental Facilities Corporation CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS 40 CFR Part 34

SRF Project No.:

Recipient:

Project Description:

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.

Signature:

Name:

Title:

Company Name:

Date:

Contract ID:

This agreement entered into this \_\_\_\_ day of April, 2024 by and between the Village of Penn Yan, hereinafter called the CLIENT and Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC hereinafter called the CONSULTANT;

WITNESS THAT:

WHEREAS, The CLIENT desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CLIENT finds that the proposed Scope of Services and terms of this agreement are acceptable, and

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of CONSULTANT. The CLIENT hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.
2. Scope of Service. The CONSULTANT shall perform, in a proper and professional manner, the services set forth in ATTACHMENT A, SCOPE OF SERVICES, which attachment is by this reference incorporated herein.
3. Extra Services. The CONSULTANT shall provide extra services, not specifically called for in ATTACHMENT A, SCOPE OF SERVICES, upon request or authorization of the CLIENT.
4. Time of Performance. The CONSULTANT will commence work on or as soon as practicable after the date of execution of this Agreement and all work as set forth in the Scope of Services shall be completed as required by the terms and submittals provided by the CLIENT. If the CLIENT requests significant modifications to the Scope of Services of the project, the time of performance of the CONSULTANT shall be adjusted appropriately.
5. Meetings. This agreement includes attendance by the CONSULTANT at meetings to review the progress of the work with the CLIENT. All meetings shall be scheduled at mutually convenient times.
6. Reports. The CONSULTANT shall prepare and submit to the CLIENT reports as called for in ATTACHMENT A, SCOPE OF SERVICES, attached hereto.
7. Compensation. The CONSULTANT agrees to perform the services provided for in the Scope of Services, and the CLIENT agrees to compensate the CONSULTANT for such services as set forth in ATTACHMENT B, BASIS OF COMPENSATION, which attachment is by this reference incorporated herein. Compensation for extra services, special consultants, and reimbursable expenses shall also be as set forth in ATTACHMENT B, BASIS OF COMPENSATION.

8. Personnel. The CONSULTANT represents that he has all personnel required to perform the services under this contract and that such personnel will be fully qualified to perform such services.
9. Responsibilities of the CLIENT. It is agreed that the CLIENT will have the following responsibilities under this agreement:
  - a. The provision of all available information, data, reports, records, and maps to which the CLIENT has access and which are needed by the CONSULTANT for the performance of the services provided for herein.
  - b. Providing assistance and cooperation for the CONSULTANT in obtaining any other needed material which the CLIENT does not have in its possession.
  - c. Making available the services of the CLIENT as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
  - d. The designation of a single representative who will be authorized to make necessary decisions required on behalf of the CLIENT in connection with the execution of this contract and who will serve as liaison to the CONSULTANT and will serve to provide the necessary direction and coordination for the project.

All such CLIENT responsibilities shall be conducted in a timely manner and without undue delay so as not to delay the CONSULTANT in the performance of his services.

10. Ownership of Materials. Drawings, specifications and other documents, including those in electronic form, prepared by the CONSULTANT, are Instruments of Service for use solely with respect to this Project. The CONSULTANT shall be deemed the author and owner of the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The CONSULTANT grants to the CLIENT a nonexclusive license to reproduce the Instruments of Service solely for purposes of construction, using and maintaining the Project provided that the CLIENT shall comply with all obligations under this Agreement.
11. Delays Beyond the Control of the Consultant. It is agreed that events which are beyond the control of the CONSULTANT may occur which may delay the performance of the Scope of Services of this AGREEMENT. In the event that the performance of the Scope of Services by the CONSULTANT is delayed beyond his control, the CONSULTANT shall notify the CLIENT of such delay and the reasons therefore, and the CLIENT shall extend the time of performance appropriately.
12. Changes. The CLIENT or the CONSULTANT may, from time to time, during the course of this AGREEMENT, request modifications of it or changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this AGREEMENT.



13. Termination of Contract. This AGREEMENT may be terminated by either party upon 30 day written notice to the other. In the event of such termination, all conceptual project materials shall become the property of the CONSULTANT. The CONSULTANT shall be entitled to receive just and equitable compensation for work accomplished prior to the termination of this AGREEMENT.
14. Assignability. This AGREEMENT shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the prior written consent of the other. Notwithstanding the foregoing, however, the CONSULTANT shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company or other financial institution any claims for compensation due, or to become due, to the CONSULTANT from the CLIENT under this AGREEMENT without such prior written consent.
15. Limit of Liability. The CONSULTANT's liability for claims arising from this agreement related to the negligent acts of the CONSULTANT shall be limited to the design fee.
16. Waiver of Consequential Damages. The CLIENT and the CONSULTANT mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this agreement.
17. Conflict of Interest. The CONSULTANT covenants that he presently has no interest and shall not acquire any interest which would conflict with the performance of the services required under this AGREEMENT.
18. Collection. In the event that the CONSULTANT incurs legal fees, lien fees, court costs or other collection costs due to late payment or non-payment by the CLIENT such charges will be reimbursable to the CONSULTANT and be paid by the CLIENT.
19. Entire Agreement. This contract constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, express or implied, which is not contained herein shall be binding or valid.
20. Indemnification. The CLIENT and CONSULTANT agree to indemnify and hold the other harmless, and their respective officers, employees, agents and the representatives from and against liability for all claims, losses, damages and expenses, are caused by the indemnifying party's negligent acts. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the CLIENT and CONSULTANT, the damages or expenses shall be borne by each party in proportion to its negligence. Each party shall ensure that all of their respective consultants, contractors, and subcontractors provide the other party with the same indemnification.
21. Sexual Harassment. CONSULTANT shall comply with any and all New York State Labor Law requirements with regard to sexual harassment prevention. CLIENT reserves the right to terminate this Agreement if CONSULTANT fails to comply with the same
22. Governing Law; Jurisdiction; Venue. This Agreement, including without limitation, any disputes arising out of or relating to this Agreement, shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. CONSULTANT and CLIENT hereby submit to the exclusive jurisdiction of the state and federal courts located in the County of Yates, State of New York with respect to any legal proceedings arising out of this Agreement.

23. Severability. If any provision of this Agreement is ruled invalid in an arbitral or judicial proceeding, such finding shall not affect the validity of any other provision or this Agreement as a whole, which shall remain in full force and effect.
24. Equal Opportunity Employer. The CONSULTANT is an Equal Opportunity Employer and is in compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." According to New York State Executive Law Article 15-A and 5 NCCRR Parts 142-144, the CONSULTANT shall be required to utilize, in good faith, women or minority owned businesses (WMBE) to the extent outlined in the attached NYSEFC Terms & Conditions. Within 30 days after completion of the contract, the CONSULTANT shall provide to the CLIENT and NYSEFC copies of a utilization plan outlining a plan to meet the WMBE requirements. See attached NYSEFC Terms & Conditions for required terms, see Exhibit 1.
25. Clean Air Act. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. – CONSULTANT, if in excess of \$100,000, shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
26. The Housing and Community Development Act. Section 3 12 U.S.C. 1701u of The Housing and Community Development Act of 1968, as amended - This CONSULTANT agreement, if in excess of \$200,000 is in compliance with Section 3 and the contractor shall include the clause set forth at 24 CFR 135.38 as provided in the Section 3 Rider.
27. Anti- Job Pirating 24CFR 570.482. All Economic Development, Small Business, and Microenterprise contracts shall contain a provision acknowledging that Community Development Block Grant Funds will not be used to assist directly the location of any industrial or commercial plant, facility, or operation, from one area to another area, if the relocation is likely to result in a significant loss of employment in the labor market area (LMA) from which the relocation occurs. For additional information, see the HUD CDBG Memorandum on Job Pirating Activities (<https://www.hudexchange.info/resource/2219/cdbg-memorandum-job-pirating-activities/>) and 24 CFR 570.482(f).
28. Audits & Examination. Recipient or subrecipient, the OCR, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
29. Opportunities for Training and Employment. To the greatest extent feasible, opportunities for training and employment arising in connection with this NYS CDBG-assisted project will be extended to lower-income project area residents. Further, the contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and supplies.

IN WITNESS WHEREOF, the CONSULTANT and the CLIENT have executed this agreement as of the date first above written and under the laws of the State of New York.

CLIENT:

CONSULTANT:

HUNT ENGINEERS, ARCHITECTS, LAND  
SURVEYORS & LANDSCAPE ARCHITECT DPC

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: 04/11/2024 \_\_\_\_\_

## ATTACHMENT A

### SCOPE OF SERVICES CHERRY STREET REDUNDANT FORCEMAIN

#### A. Topographic Survey

1. HUNT will complete all planimetric & topographic survey of the project area as required for design.
2. The intent is to show all adjacent buildings, poles, sidewalks, edges of pavements, trees, driveways, accessible utilities and other pertinent information.
3. The location of underground utilities and the structures will be obtained by field measurements where possible. If field measurements are not possible, this information will be obtained from sources such as existing utility maps.
4. All mapping will be tied to the NY State Plane Coordinates.
5. Iron rod monuments will be established for project control points.
6. HUNT will complete field checking of the mapping before accepting the final electronic files and plots.

#### B. Conceptual Planning Phase

1. Upon completion of the survey mapping, HUNT will lay out the forcemain for the intended collection system. The layout shall reflect the CLIENT decisions as to what portions of the system shall be included in the base bid and what shall be included as an alternate, if any.
2. The forcemain layout will be reviewed with the Village of Penn Yan and its officials for locational preference; special crossings of waterbodies, utilities, roadways or drainage structures, potential conflicts with public rights of way.
3. Coordinate with Railroad, NYSDEC and Village Department of Public Works for any crossing needs.
4. Based upon the conceptual layout, an updated estimate of probable construction cost will be made to determine the status within the established district formation budget.
5. Coordinate with the Village regarding any private landowners easement needs.

#### C. Preliminary Design Phase

1. Following acceptance of the conceptual plan and the subsequent input from the subsurface soil investigations and the public meeting (if necessary), HUNT will prepare and deliver to the Village the preliminary plans for the project area. These plans will include:
  - A. Site Preparation Plan;
  - B. Improvement Layout Plan;

- C. Utility Plan;
  - D. Site drainage, erosion & sediment control;
  - E. Interior Piping Improvement Plan
  - F. Updated probable construction cost estimate for tracking against the established project budget.
2. Copies of the preliminary plans will be provided to the Village and other involved agencies for initial feedback.
  3. HUNT will prepare a draft of the Design Report showing the options considered with the final recommendations and the estimate of probable cost. If other users are involved, the User Costs will also be discussed in the Design Report.

**D. Final Design Phase**

1. Following the review of the preliminary engineering drawings and after review with the appropriate regulatory agencies, HUNT will proceed to final detailed design. HUNT will incorporate into the final project design all requirements, preferences, comments and agency modifications.
2. All plans and specifications for the final design will be in the form of Contract Documents in accordance with applicable local, County, State and Federal requirements.
3. Prior to the final review meeting, HUNT will submit copies of the final design plans and specifications, bid forms, Information for Bidders and General and Special Conditions to the Village for review and comment.
4. Upon receiving the CLIENT final approval of the system design, HUNT will prepare an updated detailed probable construction cost estimate of the project. The cost estimate will incorporate costs associated with standard bidding and contracting practices in accordance with New York State Municipal Laws.
5. The Contract Documents will include final plans, bidding documents and technical specifications suitable for bidding by qualified contractors. The project shall utilize standard EJCDC front end documentation.
6. Coordinate with the Village easement documents regarding any necessary easements from the private landowner crossing. Currently easement needs are unknown and therefore this would be an additional service if needed.

**E. Regulatory Submittals**

1. HUNT will submit the required number of copies to the NYSDEC for final design approval.
2. Final design review submissions including plans, bid & contract documents and technical specifications will be forwarded to the agencies involved in the project's

final funding. Should the CLIENT decide not to seek outside funding, such as NYS Environmental Facilities Corp, no other detailed design reviews are necessary.

3. HUNT will prepare and submit all required permit applications for the project. It is anticipated that NYSDEC will be the only potential agency having permitting authority.

**F. Bidding Assistance**

1. HUNT shall work with the Village to advertise the proposed project, distributing bid packages, answer bid related questions, assist the Village with receiving bids, evaluate the bids and provide a recommendation for approval. Upon award, HUNT shall coordinate with the Village and their financial advisor to award the project and secure the necessary agreements with the selected contractor.

**G. Construction Administration**

1. HUNT shall coordinate with the Village to convene a pre-construction meeting. The pre-construction meeting shall include at a minimum, HUNT, the Contractor, authorized representatives of the Village, NYS DEC, NYSEG, as well as representatives of any other public or private agencies which the Village determines should be in attendance. HUNT will raise for discussion and decision, the manner in which the construction will be administered by the Contractor and the Village, the construction schedule and any remaining questions which must be settled before the start of construction.
2. HUNT will review samples, schedules, shop drawings and tests of materials and equipment, progress data and time charts and any other data which the Contractor is required to submit, for conformance with the design and compliance with the Contract Documents. HUNT will review and make recommendations toward change(s) in contract scope at the request of Contractor(s) and/or Village. No change in the scope of the work or in materials specified will be approved until the Village approves such changes. HUNT will prepare necessary change orders only upon approval by the Village.
3. HUNT will attend on-the-job, monthly field meetings, as needed, and provide notes of these meetings to the Village. HUNT will review and approve Contractor Progress Payments for the work on a monthly basis and advise the Village, as requested, on financial matters.
4. HUNT will attend strategic Village Board meetings, as necessary, for the purpose of giving updates on the project progress and reviewing budget and cost information.
5. HUNT will develop Record Documents of the "As-Built" conditions based upon marked-up drawings provided to HUNT by the Contractor. HUNT will provide one (1) set of prints and electronic files of the Record Drawings to the Village
6. HUNT shall conduct, with a Village Representative, a final inspection of the project for conformance with the Contract Documents. HUNT will acknowledge the completion of the project in writing prior to the final payment to the Contractor.

The Village's approval and other proper agency approval shall be required for the acceptance of the completed work.

7. A final acceptance and inspection report will be performed for all work. Certification of completed work will be made to the NYS DEC. A recommendation of final payment will be made when the project is deemed complete.
8. HUNT will also assist the Village in obtaining a release of funds for this project.

#### **H. Construction Observation**

1. A representative of HUNT shall be on-site to oversee the construction. If WMBE participation is required, HUNT will seek to utilize King Consulting for construction observation to satisfy future funding requirements.
2. It is assumed there will be no need for Storm Water Pollution Prevention Plan inspections nor to provide inspection reports meeting the NYSDEC's requirements.

#### **II. ITEMS SPECIFICALLY EXCLUDED:**

- A. Property Boundary Survey
- B. Easement Development
- C. Environmental reports such as endangered species, archaeological investigations, wetlands, etc.
- D. Environmental Impact Statement (EIS)
- E. Subsurface Soil Investigations
- F. Funding Administration

## ATTACHMENT B

### BASIS OF COMPENSATION

1. Compensation

The CONSULTANT will, perform the services outlined in ATTACHMENT A for a lump sum fee of \$190,303 including reimbursable expenses.

2. Reimbursable Expenses

Project-related reimbursable expenses for travel, lodging, printing/photocopying and postage are included in the fees as set forth above and will be billed at cost as they are incurred. (Mileage at the current IRS rate.)

3. Times of Payment

CONSULTANT shall submit monthly Invoices for Services rendered and for disbursements incurred. Invoices are due and payable thirty (30) days from the date of the invoice, unless otherwise herein provided. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing on the date of the invoice.

Interest Rate - 1% per month

4. Additional Services

Should services be required that are beyond the Scope herein, the CLIENT will be notified by the CONSULTANT and a written estimate for this work will be provided.





# **Mandatory State Revolving Fund Terms and Conditions**

**For Contracts Funded with the NYS Clean Water State Revolving Fund  
or Drinking Water State Revolving Fund**

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**Identify Contract Type prior to Advertisement for Bid:**

- Construction**
    - Treatment Works and Drinking Water Projects**
    - Non-Treatment Works**
  - Non-Construction**
- 

Effective October 1, 2023

**New York State Environmental Facilities Corporation**  
625 Broadway, Albany, NY 12207-2997  
P: (518) 402-6924  
[www.efc.ny.gov](http://www.efc.ny.gov)

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## INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

# REQUIRED CONTRACT LANGUAGE

## COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

**Broker** means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

**Construction** means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

**Contract** means an agreement between a Recipient and a Contractor.

**Contractor** means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

**Manufacturer** means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

**MBO** is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

**Non-Construction 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.

**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. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

**State** means the State of New York.

**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.

**Supplier** means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

**Treatment Works** is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

## **SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS**

*Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.*

## **SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS**

*The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.*

*The Minority- and Women- Owned Business Enterprises (“MWBE”) participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.*

**Contracts Meeting Article 15-A Thresholds** means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- a) *Non-Construction Provider Contracts greater than \$25,000;*
- b) *Non-Construction Provider Contracts that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;*
- c) *Construction Contracts greater than \$100,000; and,*
- d) *Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.*

*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 meeting Article 15-A thresholds.
  2. 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.
  3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A (“Title VII”) for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
  4. 41 CFR Part 60-4 (“Federal Affirmative Action Regulations”) for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
  5. 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.
  6. The Age Discrimination Act of 1975 (“Age Discrimination Act”) for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. 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. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.
- C. 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(E) of this section, or enforcement proceedings as allowed by the Contract.
- D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

## **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. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, 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.
- 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. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- E. The Contractor will include the provisions of Subdivisions II(A) and II(C) 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.
- F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- G. **For construction contracts in excess of \$10,000**, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet> , if Contractor or Subcontractor:
1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
  2. Has 50 or more employees;
  3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
  4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

### III. Business Participation Opportunities for MWBEs

#### *Applicable to Contracts Meeting Article 15-A Thresholds*

##### A. Contract Goals

1. **New York State certified MWBE participation goals for this contract are 20%**. For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
  - a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
  - b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
  - c. NYS Intermunicipal Grants that are also receiving EFC financing.
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 <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
  - a. For construction and 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.
  - b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
4. 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.

5. 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 a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date 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. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. 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 Monthly MWBE Contractor Compliance Report or 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. Request 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 MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO 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 MBO, 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")

1. The Contractor agrees to submit a report to the MBO 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. Liquidated Damages - MWBE Participation

1. 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.
2. Liquidated damages shall be calculated as an amount not to exceed the difference between:
  - a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
  - b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.
3. 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.
4. 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 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

*The requirements of this section apply to all Construction Contracts and Subcontracts*

- A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides 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. New York State 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.

- B. 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> .
- C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.



## SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

*The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.*

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as [Attachment 2](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

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

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

## SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

*The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.*

### **For Contracts in Excess of \$2,000:**

#### 1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm> . Wage determinations may be obtained from the US Department of Labor’s website, <https://beta.sam.gov/> .

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall

maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

#### 4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job

site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by

reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
  - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

***For Contracts in Excess of \$100,000:***

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen,

working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

## **SECTION 6 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 debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

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 7 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 bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as [Attachment 3](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

## **SECTION 8 CONSTRUCTION SIGNS**

*The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).*

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.



# Environmental Facilities Corporation

## 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 to the Recipient's 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 [Mandatory Terms and Conditions](#) or consult your designated MBO for further guidance.

### Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.



**NYS Environmental Facilities Corporation  
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION			
<b>Recipient/Municipality:</b>		<b>County:</b>	
<b>Project No.:</b>	<b>GIGP No.:</b>	<b>Contract ID:</b>	<b>Registration No. (NYC only):</b>
<b>Minority Business Officer:</b>		<b>Email:</b>	<b>Phone #:</b>
<b>Address of MBO:</b>			
<b>Electronic Signature of MBO:</b>		<b>Date:</b>	
<input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
<b>Firm Name:</b>		<b>Contract Type:</b> <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
<b>Prime Firm is Certified as:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other:			
If certified, please include Prime information in Section 3. If dual certified, you must select either MBE or WBE.			
<b>Address:</b>		<b>Phone #:</b>	<b>Fed. Employer ID #:</b>
<b>Description of Work:</b>			
<b>Award Date:</b>	<b>Start Date:</b>	<b>Completion Date:</b>	<b>Email:</b>
<b>Total Contract Amount:</b> \$		<b>MWBE GOAL Total</b>	<b>PROPOSED MWBE Participation</b>
<b>MWBE Eligible Contract Amount:</b> \$		<b>Total:</b> % \$	<b>Total:</b> % \$
(MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)			

**NYS Environmental Facilities Corporation  
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

**SECTION 3: MWBE SUBCONTRACTOR INFORMATION**

This Submittal is: <input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:		Contract Amount:	For EFC Use:
<b>NYS Certified M/WBE Subcontractor Info</b>			
<b>Business Name:</b>	<b>Fed. Employer ID#:</b>		
<b>Address:</b>	<b>Phone #:</b>		
<b>Scope of Work:</b>	<b>Email:</b>		
<b>Select Only One:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>		
<b>Select Only One:</b> <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>		
<b>Full Contract Amount: \$</b>			
<hr/>			
<b>Business Name:</b>	<b>Fed. Employer ID#:</b>		
<b>Address:</b>	<b>Phone #:</b>		
<b>Scope of Work:</b>	<b>Email:</b>		
<b>Select Only One:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>		
<b>Select Only One:</b> <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>		
<b>Full Contract Amount: \$</b>			
<hr/>			
<b>Business Name:</b>	<b>Fed. Employer ID#:</b>		
<b>Address:</b>	<b>Phone #:</b>		
<b>Scope of Work:</b>	<b>Email:</b>		
<b>Select Only One:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>		
<b>Select Only One:</b> <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>		
<b>Full Contract Amount: \$</b>			
<hr/>			
<b>Business Name:</b>	<b>Fed. Employer ID#:</b>		
<b>Address:</b>	<b>Phone #:</b>		
<b>Scope of Work:</b>	<b>Email:</b>		
<b>Select Only One:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>		
<b>Select Only One:</b> <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>		
<b>Full Contract Amount: \$</b>			

**NYS Environmental Facilities Corporation  
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

**SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued**

<b>Business Name:</b>	<b>Fed. Employer ID#:</b>
<b>Address:</b>	<b>Phone #:</b>
<b>Scope of Work:</b>	<b>Email:</b>
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>
<b>Select Only One:</b> <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>
<b>Full Contract Amount: \$</b>	

<b>Business Name:</b>	<b>Fed. Employer ID#:</b>
<b>Address:</b>	<b>Phone #:</b>
<b>Scope of Work:</b>	<b>Email:</b>
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>
<b>Select Only One:</b> <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>
<b>Full Contract Amount: \$</b>	

<b>Business Name:</b>	<b>Fed. Employer ID#:</b>
<b>Address:</b>	<b>Phone #:</b>
<b>Scope of Work:</b>	<b>Email:</b>
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>
<b>Select Only One:</b> <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>
<b>Full Contract Amount: \$</b>	

<b>Business Name:</b>	<b>Fed. Employer ID#:</b>
<b>Address:</b>	<b>Phone #:</b>
<b>Scope of Work:</b>	<b>Email:</b>
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>
<b>Select Only One:</b> <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<b>Completion Date:</b>
<b>Full Contract Amount: \$</b>	

**SIGNATURE**

**Electronic Signature of Contractor:**  I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.

**Name (Please Type):** \_\_\_\_\_ **Date:** \_\_\_\_\_



# Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION  
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH  
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS  
OR  
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE  
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title:

Contractor's Name:

Contract ID:

SRF Project No.:

SRF Recipient Name:

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

Name (print):

Title:

Date:



# Environmental Facilities Corporation

## New York State Environmental Facilities Corporation CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS 40 CFR Part 34

SRF Project No.:

Recipient:

Project Description:

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.

Signature:

Name:

Title:

Company Name:

Date:

Contract ID:



## BID SCHEDULE

Penn Yan Electric Department  
Distribution Transformer Procurement

Bidder:

Please enter your bid data in the hi-lited fields.  
Please print a copy of this sheet and include with your bid form

Bid Item	Description	Standard	kVA	Voltage		Qty	SwitchGear/HiReli		Power Sales		Irby		Award
				Primary (kV)	Secondary (V)		Each \$	Total \$	Each	Total	Each	Total	
1	Polemount, single phase, one bushing, dual ratio	XFR_110	25	7.2 x 2.4	120/240	2	\$3,088.00	\$6,176.00	\$5,176.00	\$10,352.00	\$0.00	\$0.00	HiReli
2	Polemount, single phase, one bushing, dual ratio	XFR_110	37.5	7.2 x 2.4	120/240	3	\$3,502.00	\$10,506.00	\$6,188.00	\$18,564.00	\$0.00	\$0.00	HiReli
3	Polemount, single phase, one bushing, dual ratio	XFR_110	50	7.2 x 2.4	120/240	3	\$4,020.00	\$12,060.00	\$7,064.00	\$21,192.00	\$0.00	\$0.00	HiReli
4	Polemount, single phase, one bushing, dual ratio	XFR_110	75	7.2 x 2.4	120/240	3	\$4,854.00	\$14,562.00	\$10,137.00	\$30,411.00	\$0.00	\$0.00	HiReli
5	Polemount, single phase, one bushing, dual ratio	XFR_110	100	7.2 x 2.4	120/240	3	\$5,679.00	\$17,037.00	\$11,840.00	\$35,520.00	\$0.00	\$0.00	HiReli
												\$0.00	
6	Padmount, single phase, loop, dual ratio	XFR_150	25	7.2 x 2.4	120/240	5	\$9,000.00	\$45,000.00	\$7,360.00	\$36,800.00	\$0.00	\$0.00	PowerSales
7	Padmount, single phase, loop, dual ratio	XFR_150	75	7.2 x 2.4	120/240	6	\$11,250.00	\$67,500.00	\$12,096.00	\$72,576.00	\$0.00	\$0.00	HiReli
8	Padmount, single phase, loop, dual ratio	XFR_150	100	7.2 x 2.4	120/240	3	\$13,546.00	\$40,638.00	\$15,892.00	\$47,676.00	\$0.00	\$0.00	HiReli
										\$0.00		\$0.00	
9	Padmount, three phase, radial, dual ratio, Y-Y	XFR_165	150	12.47Y/7.2 x 4.16Y/2.4	208Y/120	2	\$0.00	\$0.00	\$25,761.00	\$51,522.00	\$47,655.00	\$95,310.00	Power Sales
10	Padmount, three phase, radial, dual ratio, Y-Y	XFR_165	300	12.47Y/7.2 x 4.16Y/2.4	208Y/120	1	\$0.00	\$0.00	\$36,556.00	\$36,556.00	\$65,617.00	\$65,617.00	Power Sales
11	Padmount, three phase, radial, dual ratio, Y-Y	XFR_165	500	12.47Y/7.2 x 4.16Y/2.4	208Y/120	1	\$0.00	\$0.00	\$52,066.00	\$52,066.00	\$101,459.00	\$101,459.00	Power Sales
12	Padmount, three phase, radial, dual ratio, Y-Y	XFR_165	750	12.47Y/7.2 x 4.16Y/2.4	480Y/277	1	\$0.00	\$0.00	\$56,163.00	\$56,163.00	\$66,198.00	\$66,198.00	Power Sales
13	Padmount, three phase, radial, dual ratio, Y-Y	XFR_165	750	12.47Y/7.2 x 4.16Y/2.4	208Y/120	1	\$0.00	\$0.00	\$66,969.00	\$66,969.00	\$95,612.00	\$95,612.00	Power Sales
												\$0.00	
Total								\$213,479.00		\$536,367.00		\$424,196.00	

HiReli **\$168,479.00**

Power Sales **\$300,076.00**







**Municipal Electric Utilities  
Association of New York State**  
6652 Hammersmith Drive, E. Syracuse, New York, 13057  
Phone: 315-453-7851 Fax: 315-453-7849  
Email: [info@meua.org](mailto:info@meua.org) Website: [www.meua.org](http://www.meua.org)



**NEW YORK MUNICIPAL POWER AGENCY**  
6652 Hammersmith Drive, East Syracuse, New York, 13057  
Phone: 315/453-1761 Fax: 315/453-7849  
[www.nympa.org](http://www.nympa.org) email: [info@nympa.org](mailto:info@nympa.org)

## MUNICIPAL MEMBER REGISTRATION FORM

**WHAT:** NYMPA Annual Meeting  
**WHEN:** Tuesday, May 21, 2024: 9:00am-12:00pm  
followed by lunch.  
*Registration starts at 8:00am.*

**WHAT:** MEUA Semi-Annual Meeting  
**WHEN:** Tuesday, May 21, 2024: 1:00pm-4:00pm,  
followed by reception & dinner.  
Wednesday, May 22, 2024: 9:00am-3:00pm

**WHERE:** Embassy Suites by Hilton  
Syracuse Destiny USA  
311 Hiawatha Blvd W.  
Syracuse, NY 13204

**FEES:** \$150.00 Per Member  
Includes buffet style lunch, reception, and plated dinner on the first day of the event, and lunch on the second day. Refreshments will be offered on both days.

### Hotel Accommodations

**You are responsible for making room reservations directly with Embassy Suites. Rooms are \$169.00.**

Call 315-303-1650 and use **code 90W** *or* **book online** at using the link in the email.

**Make your reservation no later than April 20, 2024, to receive the preferred room rate!**

**Submit your registration form via:**

Email: [info@meua.org](mailto:info@meua.org)  
Fax: 315-453-7849

**The deadline to register for this event is:**

**May 10, 2024**

**Dinner #1**

Manhattan Glazed Filet Mignon

**Dinner #2**

Chicken Florentine

**Dinner #3**

Lobster Ravioli

**Dinner #4**

Eggplant Arrabbiata Roulettes

**System:**

<u>Registrant Name</u>	<u>Dinner Selection #</u>
Melissa Gerhardt	1
Brett McMichael	3

**All participants must register to attend. MEUA must be notified in advance of cancellations, or a refund cannot be issued. Invoices will be delivered to your inbox upon receipt of this registration form. Please make every effort to remit payment before the event date. MEUA does not accept credit card payments.**

Please send your payment via check or e-check to:

MEUA  
P.O. Box 387  
Solvay, NY 13209

**RESOLUTION**

35-2024

**Please use this form to designate a delegate from within your municipal to represent your municipal.**

At a regular meeting of the Board of Trustees of the City/Town/Village of Penn Yan, New York, held on April 16, 2024, the following resolution was adopted:

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_.

WHEREAS, the Village of Penn Yan of the City/Town/Village of Penn Yan, New York, is a municipal member of the Municipal Electric Utilities Association of New York State, and

WHEREAS, the Semi-Annual Meeting of the Municipal Electric Utilities Association of New York State has been called on May 21, and May 22, 2024 to be held at the Embassy Suites by Hilton Destiny USA, 311 Hiawatha Blvd W, Syracuse, NY 13204 and,

WHEREAS, in accordance with the bylaws of the Municipal Electric Utilities Association of New York State, each municipal member may cast one vote on each transaction properly brought before this meeting,

NOW THEREFORE BE IT RESOLVED, that Melissa Gerhardt be and is hereby designated as the accredited delegate of the City/Town/Village of Penn Yan, New York.

On roll call: Affirmative: \_\_\_\_\_ Negative: \_\_\_\_\_

I certify that this resolution was adopted by the Board of Trustees of the City/Town/Village of Penn Yan, New York on the 16th day of April, 2024.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Clerk-Treasurer

\_\_\_\_\_  
Title

**RESOLUTION**

No. 36-2024

At a regular meeting of the Board of Trustees of the City/Tow/Village of Penn Yan, New York, held on April 16, 20  , the following resolution was adopted:

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_

WHEREAS, the Village of Penn Yan of the City/Town/Village of Penn Yan, New York, is a municipal member of the New York Municipal Power Agency, and

WHEREAS, the Annual Meeting of the Agency will be held on May 21<sup>st</sup>, 2024 in Syracuse, NY, and

WHEREAS, in accordance with the bylaws of New York Municipal Power Agency, each municipal member may cast one vote on each transaction properly brought before this meeting,

NOW THEREFORE BE IT RESOLVED, that Melissa Gerhardt be and is hereby designated as the accredited delegate of the City/Town/Village of Penn Yan, New York.

On roll call: Affirmative: \_\_\_\_\_ Negative: \_\_\_\_\_

I certify that this resolution was adopted by the Board of Trustees of the City/Town/Village of Penn Yan, New York on the 16th day of April, 2024

\_\_\_\_\_  
Signature

Clerk-Treasurer

Title

**VILLAGE OF PENN YAN AND TOWN OF MILO AMENDMENT TO  
INTERMUNICIPAL AGREEMENT DATED AUGUST 30, 2004**

THIS AGREEMENT IS MADE THIS \_\_\_\_ day of April, 2024, between the Village of Penn Yan (hereinafter referred to as “Penn Yan”) with offices at 111 Elm Street, Penn Yan, NY 14527 and the Town of Milo (hereinafter referred to as “Milo”) with offices at 137 Main Street, Penn Yan, NY 15427.

**WHEREAS**, Penn Yan and Milo previously entered into an Intermunicipal Agreement dated October 9, 1998 (“IMA”), which provides for the operation and maintenance of a water treatment facility and for Penn Yan to provide potable water to that portion of Milo included within the boundaries of the Town of Milo Water District No. 1, and other parcels of land in the Town of Milo, and

**WHEREAS**, the 1998 agreement between Penn Yan and Milo was amended by further agreement dated October 9, 2001, whereby Town of Milo Water District No. 2 was incorporated into the 1998 Agreement, and

**WHEREAS**, the 1998 agreement between Penn Yan and Milo was amended by further agreement dated August 30, 2004, whereby Town of Milo Water District No. 3 was incorporated into the 1998 Agreement, and

**WHEREAS**, Milo has now established Town of Milo Water District No. 4 and does wish to have the area included within the boundaries of said Town of Milo Water District No. 4 provided with potable water from Penn Yan and become subject to and benefit from the terms of the Intermunicipal Agreement entered into on October 9, 1998, and

**WHEREAS**, Penn Yan is agreeable to including the Town of Milo Water District No. 4 in said Intermunicipal Agreement dated October 9, 1998, and

**WHEREAS**, Penn Yan and Milo do wish to amend the aforesaid Intermunicipal Agreement dated October 9, 1998 between the parties hereto in order that potable water might be provided for said Town of Milo Water District No. 4 and include such Town of Milo Water District No. 4 under and subject to the provisions of the 1998 IMA.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

Section 3.2.1(a) of the October 1998 IMA shall be amended to add the following:

The parcel of land described in “Schedule D” attached hereto shall become part of “Appendix A” of the October 1998 IMA as the boundary description for the Town of Milo Water District No. 4, which district shall become part of and be subject to the provisions of this IMA.

IN WITNESS WHEREOF, each party to this instrument has caused it to be executed at Penn Yan, New York on the date set forth opposite their signatures.

\_\_\_\_\_  
Danny Condella, Mayor  
Village of Penn Yan

\_\_\_\_\_  
Leslie Church, Supervisor  
Town of Milo

STATE OF NEW YORK            }  
  } ss:  
COUNTY OF YATES            }

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

STATE OF NEW YORK            }  
  } ss:  
COUNTY OF YATES            }

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

**SCHEDULE D TO**  
**AMENDED OCTOBER 9, 1998 INTERMUNICIPAL AGREEMENT**  
**TOWN OF MILO WATER DISTRICT NO. 4**

ALL THAT TRACT AND PARCEL OF LAND situate in the Town of Milo, County of Yates, State of New York, being described as follows:

Beginning at the intersection of the centerline of Second Milo Road (right-of-way varies) and the centerline of East Lake Road (New York State Route 54) (right-of-way varies); thence,

1. Northeasterly, along the centerline of East Lake Road, a distance of 2,492 feet, more or less, to the easterly extension of a southerly line of tax account number 73.55-1-4; thence,
2. Westerly and southwesterly, along the easterly extension of a southerly line of tax account number 73.55-1-4 and the southerly lines of tax account number 73.55-1-4, a distance of 537 feet, more or less, to the southerly extension of a westerly line of tax account number 73.55-1-4 ; thence,
3. Northeasterly, through the lands of tax account number 73.55-1-4, along the southerly extension of a westerly line of tax account number 73.55-1-4 and a westerly line of tax account number 73.55- 1-4, a distance of 195 feet, more or less, to a northerly line of tax account number 73.55-1-4; thence,
4. Easterly, along a northerly line of tax account number 73.55-1-4, a distance of 83 feet, more or less, to a westerly line of tax account number 73.55-1-4; thence,
5. Northerly, along a westerly line of tax account number 73.55-1-4, a distance of 64 feet, more or less, to a southerly line of tax account number 73.55-1-1.11; thence,
6. Westerly, along the southerly line of tax account number 73.55-1-1.11, a distance of 90 feet, more or less, to a point on the southerly line of tax account number 73.55-1-1.11; thence,
7. Northwesterly, through the lands of tax account numbers 73.55-1-1.11 and 73.55-1-1.12, along a line, a distance of 258 feet, more or less, to a point on the southerly line of tax account number 73.47-1-10.1; thence,
8. Northeasterly, through the lands of tax account number 73.47-1-10.1, along a line, a distance of 114 feet, more or less, to a point on the southerly line of tax account number 73.47-1-9; thence,
9. Northwesterly, through the lands of tax account number 73.47-1-9, along a line, a distance of 138 feet, more or less, to a point on the northerly line of tax account number 73.47-1-9; thence,
10. Northeasterly, along the easterly lines of tax account numbers 73.47-1-8 and 73.47-1-7, through the lands of tax account number 73.47-1-7, and along the northerly extension of the easterly line of tax account number 73.47-1-7, a distance of 215 feet, more or less, to the northerly line of tax account number 73.47-1-7; thence,

11. Easterly, along the northerly line of tax account number 73.47-1-7, a distance of 6 feet, more or less, to the southerly extension of the easterly line of tax account number 73.47-1-6; thence,
12. Northerly, through the lands of tax account number 73.47-1-6, along the southerly extension of the easterly line of tax account number 73.47-1-6, the easterly line of tax account number 73.47-1-6, and the westerly line of tax account number 73.01-1-19, through the lands of tax account number 73.01-1-16, a distance of 864 feet, more or less, to the northerly line of tax account number 73.01-1-16; thence,
13. Easterly, along the northerly line of tax account number 73.01-1-16, a distance of 134 feet, more or less, to a westerly line of tax account number 73.01-1-10.2; thence,
14. Northeasterly, along a westerly line of tax account number 73.01-1-10.2, a distance of 325 feet, more or less, to a southerly line of tax account number 73.01-1-10.2; thence,
15. Westerly, along a southerly line of tax account number 73.01-1-10.2, a distance of 96 feet, more or less, to the southerly extension of a westerly line of tax account number 73.01-1-10.2; thence,
16. Northwesterly, through the lands of tax account number 73.01-1-10.2, along the southerly extension of a westerly line of tax account number 73.01-1-10.2 and a westerly line of tax account number 73.01-1-10.2, a distance of 426 feet, more or less, to the northerly line of tax account number 73.01-1-10.2; thence,
17. Easterly, along the northerly line of tax account number 73.01-1-10.2, a distance of 9 feet, more or less, to a westerly line of tax account number 73.01-1-17; thence,
18. Northerly, along a westerly line of tax account number 73.01-1-17, a distance of 543 feet, more or less, to a northerly line of tax account number 73.01-1-17; thence,
19. Westerly, along a northerly line of tax account number 73.01-1-17, a distance of 82 feet, more or less, to a westerly line of tax account number 73.01-1-17; thence,
20. Northerly, along a westerly line of tax account number 73.01-1-17, a distance of 538 feet, more or less, to a northerly line of tax account number 73.01-1-17; thence,
21. Northeasterly, along a northerly line of tax account number 73.01-1-17, a distance of 734 feet, more or less, to a northerly line of tax account number 73.01-1-17; thence,
22. Easterly, along a northerly line of tax account number 73.01-1-17 and the easterly extension of the northerly line of tax account number 73.01-1-17, a distance of 363 feet, more or less, to the centerline of East Lake Road (New York State Route 54); thence,
23. Northerly, along the centerline of East Lake Road (New York State Route 54), a distance of 50 feet, more or less, to the easterly extension of the southerly line of tax account number 73.01-1-18.42; thence,
24. Westerly, along the easterly extension of the southerly line of tax account number 73.01-1-18.42, the southerly line of tax account number 73.01-1-18.42, and the southerly line of tax account number 73.01-1-18.41, a distance of 815 feet, more or less, to a westerly line of

tax account number 73.01-1-18.41; thence,

25. Northerly, along a westerly line of tax account number 73.01-1-18.41, a distance of 508 feet, more or less, to a northerly line of tax account number 73.01-1-18.41; thence,

26. Easterly, along a northerly line of tax account number 73.01-1-18.41, a distance of 21 feet, more or less, to a westerly line of tax account number 73.01-1-18.41; thence,

27. Northeasterly, along a westerly line of tax account number 73.01-1-18.41, a distance of 60 feet, more or less, to a northerly line of tax account number 73.01-1-18.41; thence,

28. Southeasterly, along a northerly line of tax account number 73.01-1-18.41 and the easterly extension of a northerly line of tax account number 73.01-1-18.41, a distance of 786 feet, more or less, to the centerline of East Lake Road (New York State Route 54); thence,

29. Northerly, along the centerline of East Lake Road (New York State Route 54), a distance of 241 feet, more or less, to the westerly extension of the northerly line of tax account number 73.01-1-1; thence,

30. Easterly, along the westerly extension of the northerly line of tax account number 73.01-1-1 and the northerly line of tax account number 73.01-1-1, a distance of 340 feet, more or less, to the easterly line of tax account number 73.01-1-1; thence,

31. Southerly, along the easterly lines of tax account numbers 73.01-1-1, 73.01-1-2, and 73.01-1-3, a distance of 600 feet, more or less, to the northerly line of tax account number 73.01-1-4.1; thence,

32. Easterly, along the northerly line of tax account number 73.01-1-4.1, a distance of 1,160 feet, more or less, to the easterly line of tax account number 73.01-1-4.1; thence,

33. Southerly, along the easterly lines of tax account numbers 73.01-1-4.1, 73.01-1-4.2, 73.01-1-5.1, and 73.01-1-10.1, a distance of 1,516 feet, more or less, to a southerly line of tax account number 73.01-1-10.1; thence,

34. Westerly, along a southerly line of tax account number 73.01-1-10.1, a distance of 613 feet, more or less, to an easterly line of tax account number 73.01-1-10.1; thence,

35. Southerly, along the easterly lines of tax account numbers 73.01-1-10.1 and 73.01-1-11, a distance of 546 feet, more or less, to the northerly line of tax account number 73.01-1-13; thence,

36. Easterly, along the northerly line of tax account number 73.01-1-13, a distance of 611 feet, more or less, to the easterly line of tax account number 73.01-1-13; thence,

37. Southerly, along the easterly line of tax account number 73.01-1-13, a distance of 872 feet, more or less, to the northerly line of tax account number 73.01-1-14; thence,

38. Easterly, along the northerly line of tax account number 73.01-1-14, a distance of 701 feet, more or less, to the easterly line of tax account number 73.01-1-14; thence,

39. Southerly, along the easterly line of tax account number 73.01-1-14, a distance of 639 feet, more or less, to the southerly line of tax account number 73.01-1-14; thence,



40. Westerly, along the southerly line of tax account number 73.01-1-14, a distance of 1,460 feet, more or less, to the southerly line of tax account number 73.56-1-11; thence,
41. Southerly, along the easterly lines of tax account numbers 73.56-1-11, 73.56-1-3, 73.64-1-1.11, and 73.64-1-1.2, a distance of 1,386 feet, more or less, to the southerly line of tax account number 73.64-1-1.2; thence,
42. Westerly, along the southerly line of tax account number 73.64-1-1.2, a distance of 460 feet, more or less, to the easterly line of tax account number 73.64-1-2; thence,
43. Southerly, along the easterly lines of tax account numbers 73.64-1-2, 73.64-1-3, 73.72-1-2, and 73.73-1-5 and the southerly extension of the easterly line of tax account number 73.72-1-5, a distance of 1,227 feet, more or less, to the centerline of Second Milo Road; thence,
44. Westerly, along the centerline of Second Milo Road, a distance of 877 feet, more or less, to the centerline of East Lake Road (New York State Route 54) and the point of beginning.

Water District, as described above, contains approximately 265.26 acres of land.

All as shown on a map prepared by CPL, entitled "Town of Milo Proposed Water District No. 4", dated August 29, 2022.



251 Industrial Park Drive  
 5000 Highway 101, Suite 101  
 Mildred, WI 53121  
 Phone: 262.781.1111

RESOLUTION NO. 1000

DATE: 11/11/11

TOWN OF MILD

TOWN OF MILD PROPOSED  
 WATER DISTRICT NO. 4

DATE: 11/11/11

RESOLUTION NO. 1000

DATE: 11/11/11

NOT FOR PERMITTING  
 CONSTRUCTION

OWNER: TOWN OF MILD  
 PROJECT: PROPOSED WATER DISTRICT NO. 4  
 DATE: 11/11/11

DATE: 11/11/11

DATE: 11/11/11

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PROPOSED WATER  
 DISTRICT NO. 4  
 265.26± ACRES

XXX  
 XXX  
 XXX

TOWN OF MILD PROPOSED  
 WATER DISTRICT NO. 4

ALL THINGS

# PUMP STATIONS

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4/30

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Buffalo, NY 14204

5/1

SYRACUSE

DINOSAUR BBQ  
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Syracuse, NY 13202

5/2

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Pole Line Hardware

	Parts/Item Description	Avg Annual Use	Annual Qty Needed	Units	Preferred Manufacturer	Preferred Manufacturer P/N	PRICE	Proposed Manufacturer	Proposed Manufacturer P/N	Expiration Date	Quote #	Store Number for Village use only	Comments	Lead Time (weeks)
1	3M Cold Shrink QT-II Outdoor Term Kit 5641-1/0						\$ 79.47	3M	5641-1/0	12/31/2024	373486			4
2	3M Cold Shrink QT-II Outdoor Term Kit 5642-4/0						\$ 76.69	3M	5642-4/0	12/31/2024	373486			4
3	ACCU CT's	12	12	ea	ABB	923A498G04	\$ 255.09	ABB	923A498G04	6/1/2024	745940			38
4	Alum tie wire	50	50	lb			\$ 0.15	ALAN WIRE	#4 AL TIE WIRE BARE	-	STOCK		COST PER FT	1
5	AMFACTS, Cover	50	50	ea	Tyco	602107	\$ 12.04	TE ENERGY	AMPS-0-0602107-0	-	ELITE PRICING			3
6	Anchor "tough one"	7	10	ea	Chance	C102-5201	\$ 116.50	HUBBELL	C1025201	12/31/2024		150		3
7	Anchor rod, 1"X7"	7	10	ea	PISA	12334P	\$ 42.00	HUBBELL	12334P	12/31/2024		3400		3
8	Anchor, Triple	5	6	ea			\$ 9.50	MACLEAN	D-6567	8/31/2024		28810		2
9	Anchor, Twineye	6	6	ea	Chance	6562	\$ 14.54	HUBBELL	6562	12/31/2024				4
10	Automatic Splice	50	50		Maclean	7654AP item#122	\$ 11.55	MACLEAN	7654AP	8/31/2024		29800		2
11	Bolt clamp 2	50			PCAA	PCAA-23	\$ 36.16	HUBBELL	LC66A	-	-			4
12	Bolt, 10"X5/8"	100	100	ea	Maclean	J8810	\$ 2.05	MACLEAN	J8810	8/31/2024				2
13	Bolt, 12"X5/8"	100	100	ea	Maclean	J8812	\$ 2.20	MACLEAN	J8812	8/31/2024				2
14	Bolt, 14"X5/8"	100	100	ea	Maclean	J8814	\$ 2.45	MACLEAN	J8814	8/31/2024				2
15	Bolt, 16"X5/8"		100	ea		8816	\$ 3.29	HUBBELL	8816	12/31/2024				2
16	Bolt, 18"X5/8" double arm bolt	100	100	ea	Maclean	J8868	\$ 5.84	MACLEAN	J8868	8/31/2024				2
17	Bracket 3 phase cutout	2	6	ea			\$ 152.76	HUBBELL	3SBM4813CTBSC	12/31/2024		33083689		9
18	Bracket, Single Vert.	4	6	ea			\$ 56.41	MACLEAN	G1MAA213AV15C	8/31/2024		1600		16
19	Bracket, Triple Standoff	2	6	ea			\$ 306.41	MACLEAN	SFCE9203LB	8/31/2024		1700		12
20	Breaker 48" Fiberglass Downguy		30	ea		CAT#GCC15-54R	\$ 24.00	MACLEAN	GCC15-54R	8/31/2024				2
21	C-7 WR covers	200	200	ea	Blackburn		\$ 1.80	ABB IP/BLACKBURN	C7	11/30/2024		80008144		3
22	C-9 WR covers	11	20	ea	Blackburn	C-9	\$ 1.65	ABB IP/BLACKBURN	C9	11/30/2024		80008144		3
23	Clamp, Wedge #6 to 1/0	10	10	ea	Maclean	7196	\$ 8.50	MACLEAN	7196	8/31/2024				8
24	Clamp, Wedge 1/0 to 4/0	8	8	ea	Maclean	7198	\$ 11.00	MACLEAN	7198	8/31/2024				8
25	Cluster mount Bkt (Large)	1	6	ea	Hubble	C2120144	\$ 516.81	HUBBELL	C2120144	12/31/2024				2
26	Cluster mount Bkt (small)	2	6	ea	Hubble	C2120142	\$ 319.32	HUBBELL	C2120142	12/31/2024				2
27	Compression sleeve, #2 Pigtail		100	ea			\$ 8.53	ABB IP/HOMAC	SAPT2-26	11/30/2024		7920		3
28	Compression sleeve, 1/0 Pigtail	3	6	ea			\$ 7.18	ABB IP/HOMAC	XSU10	11/30/2024		80008144		4
29	Connector, 336 to 336	8	10	ea	Anderson	LC-66-AXB	\$ 37.98	HUBBELL	LC66AXB	12/31/2024		33133250	8200	15
30	Connector, 336-6	0	6	ea			\$ 2.08	HUBBELL	LCS1CXB	12/31/2024		8100		6
31	Copper split bolt #2	1	6	ea		KS23	\$ 3.05	BURNDY	KS23	-	-			4
32	Copper tie wire	50	50	lb		6SDBARESOL315	*** POA ***	-	6SDBARESOL315	-	-			*** POA ***
33	Cross Arm brace bolt 4-1/2"	1	1	bx		860412	\$ 0.78	HUBBELL	860412	12/31/2024		33083624		5
34	Cross Arm braces	63	65	ea	Joslyn	J7128	\$ 10.00	MACLEAN	J7128	8/31/2024		500		2
35	Crossarms	25	30	ea	Brooks	CF086PNYS	\$ 90.25	BROOKS MANUFACTURING	CF-08-6P-NYS	-	STOCK	300		1
36	Cutout blades 300 Amp	50			Maclan	T710133T	\$ 54.14	HUBBELL	T710133T	12/31/2024		33083624		4
37	Cutout, 100-400 amp open	28	30	ea	Hubble	CP710112PB	\$ 167.00	HUBBELL	CP710112PB	12/31/2024		15500		5
38	Cutout, 900 amp w/ blades	5	10	ea	S&C	18932-BC	\$ 447.06	S&C	18932R1-BC	5/2/2024		Q-119693-1		18
39	DE Clamp (small)	12	15	ea		HPS398	\$ 11.44	HUBBELL	ASOD3981N	12/31/2024		33083689		2
40	DE Clamp AL 2/0-336	8	15	ea		ASO684-1	\$ 16.01	HUBBELL	ASOD6841N	12/31/2024		28300		2
41	DE Clamp Copper 2/0-336	6	15	ea		BDE60N	\$ 161.75	HUBBELL	BDE60N	-	-	28301		2
42	D-eye	47	50	ea	ML	BE5	\$ 5.39	HUBBELL	B14A	12/31/2024		33083624	450	2
43	Elastimold 15KV power cable joint, Style 1	10	10		T&B	15PCJ1G1270	\$ 116.00	ABB IP/ELASTIMOLD	15PCJ1G1270	11/30/2024		80008144		8
44	Eyenuit 5/8"		50	ea	HUBBELL	6502	\$ 5.13	HUBBELL	6502	12/31/2024		33133250		2
45	Fiberglass Strain Coupler		10	ea		CAT#F8L-30-4-5	\$ 6.88	MACLEAN	F8L-30-4-5	8/31/2024				2
46	Fiberglass Verticle Arm Double	10	10	ea	Maclean	G1HAA54212AV1	\$ 140.18	MACLEAN	G1HAA54212AV1	8/31/2024				16
47	Fuse holder 200Amp	50			Cooper	LDB200B	\$ 98.76	COOPER	LDB200B	-	-			4
48	Fuse, 100amp	20	20	ea	Chance	M100KA23	\$ 12.34	HUBBELL	M100KA23	12/31/2024		33133250		9
49	Fuse, 10amp	20	20	ea	Chance	M10KA23	\$ 6.32	HUBBELL	M10KA23	12/31/2024		33133250		5
50	Fuse, 15amp	20	20	ea	Chance	M15KA23	\$ 6.32	HUBBELL	M15KA23	12/31/2024		33133250		3
51	Fuse, 20amp	30	30	ea	Chance	M20KA23	\$ 6.32	HUBBELL	M20KA23	12/31/2024		33133250		3
52	Fuse, 25amp	30	30	ea	Chance	M25KA23	\$ 7.05	HUBBELL	M25KA23	12/31/2024		33133250		3
53	Fuse, 30amp	30	30	ea	Chance	M30KA23	\$ 7.65	HUBBELL	M30KA23	12/31/2024		33133250		3
54	Fuse, 40amp	30	30	ea	Chance	M40KA23	\$ 7.05	HUBBELL	M40KA23	12/31/2024		33133250		3
55	Fuse, 50amp	30	30	ea	Chance	M50KA23	\$ 7.05	HUBBELL	M50KA23	12/31/2024		33133250		3
56	Fuse, 65amp	30	30	ea	Chance	M65KA23	\$ 12.34	HUBBELL	M65KA23	12/31/2024		33133250		3
57	Fuse, 80amp	20	20	ea	Chance	M80KA23	\$ 12.34	HUBBELL	M80KA23	12/31/2024		33133250		3
58	Guy Attachment combo	19	20	ea	Hubble	GH51LS	\$ 14.93	HUBBELL	GEP5A	12/31/2024		750		2
59	Guy Guards	14	15	ea	EMC	70-7Y	\$ 2.88	ELECTRICAL MATERIALS CO	707YTTIE	12/31/2024		790	Cost Per Length	1
60	Guy wire 1/4"	93	100	ft		see Wire Specifications	\$ 0.80	NATIONAL STRAND	GUY 1/4 EHS CLS-B	-	STOCK	810	Cost Per FT	1
61	Guy wire 3/8"	767	800	ft		see Wire Specifications	\$ 0.69	NATIONAL STRAND	GUY 3/8 EHS CLS-B	12/31/2024		820	Cost Per FT	1
62	Hot Line Clamp	17	25	ea	Maclean	C1530A	\$ 17.41	MACLEAN	C1530A	8/31/2024				2
63	Hot Line Clamp (small)	2	6	ea	Maclean	C1520	\$ 13.14	MACLEAN	C-1520	8/31/2024		26801		4
64	House knob	18	20	ea	Hubble	C2070139	\$ 5.13	MACLEAN	J0893Z	8/31/2024				3
65	Insulator, Blue Gray	62	75	ea	ML	DP55-3	\$ 3.53	NEWELL PORCELAIN	2355530-7001	-	STOCK	9400		1
66	Insulator, brown, primary		50	ea			\$ 1.20	VICTOR INSULATORS	V12612 (sky gray)	-	STOCK	9600		1
67	Insulator, DE epoxy (ALTERNATE TO ABOVE HUBBELL)	40	50	ea	ARP	ARP-15SKCE-S	\$ 10.65	ARP	ARP-15SKCE-S	12/31/2024				1
68	Insulator, DE Slim Line	10	10	ea			\$ 15.34	HUBBELL	4010150215	12/31/2024		33083689	9700	7
69	Insulator, secondary	3	6	ea			\$ 2.15	HUBBELL	C9091032P	12/31/2024		33083689		2

Pole Line Hardware

	Parts/Item Description	Avg Annual Use	Annual Qty Needed	Units	Preferred Manufacturer	Preferred Manufacturer P/N	PRICE	Proposed Manufacturer	Proposed Manufacturer P/N	Expiration Date	Quote #	Store Number for Village use only	Comments	Lead Time (weeks)
70	Insulink #2 to #2	50	50	ea	Blackburn	ICS73-1	\$ 1.34	ABB IP/BLACKBURN	ICS73-1	11/30/2024	80008144			4
71	Insulink 1/0 to 1/0	50	50	ea	Blackburn	ICS78-1	\$ 1.49	ABB IP/BLACKBURN	ICS78-1	11/30/2024	80008144			4
72	Lag	100	100	ea	Maclean	J8754TP	\$ 0.87	MACLEAN	J8754TP	8/31/2024	PRJ00702-024			2
73	Leather rubber glove keepers, size 10x14"		20	pair			\$ 87.29	SALISBURY	ILPG55/10	-	-			
74	LED photocells (long life LED photocontrol)		100	ea	DTL	DLL127-1.5-J50	\$ 28.24	LEOTEK	LLCPMV	5/31/2025	T1938			5
75	LED street light fixtures, large, color gray	24	24	ea	Leotek	GCM2-40F-MV-NW-2GY-1A	\$ 301.18	LEOTEK	GCM2-40F-MV-NW-2GY-1A	5/31/2025	T1938			10
76	LED street light fixtures, small, color gray	24	24	ea	Leotek	GCJ2-20G-MV-NW-III-700	\$ 217.65	LEOTEK	GCJ2-20G-MV-NW-III-700	5/31/2025	T1938	17751		10
77	Light, Photocell	35	50	ea	DTL	D1241.05TJBK	NO QUOTE	DTL	D1241.05TJBK	NO QUOTE	NO QUOTE			NO QUOTE
78	Lightning Arrestor 9/10 KV	14	20	ea			\$ 54.59	MACLEAN	ZHP009-0E00100-0L	12/31/2024	BLK00145-024			2
79	Linerless rubber tape 130c 1.5"	6	6	pair			\$ 33.08		3M	130C-1-1/2X30FT	12/31/2024			
80	Meter C1SR 100 Form 1S	20			Itron	C1SR100	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE			NO QUOTE
81	Meter C1SR 200 Form 2S	120			Itron	C1SR200	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE			NO QUOTE
82	Meter C1SR 320 Form 2S	50			Itron	C1SR320	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE			NO QUOTE
83	Meter Cabinet	10	10	ea	Milbank	UC7445-RL	NO QUOTE	MILBANK	UC7445-RL	NO QUOTE	NO QUOTE			NO QUOTE
84	Meter CP1SR 16S Class 200	50			Itron	CP1SR16S	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE			NO QUOTE
85	Meter CP1SR 16S Class 320	50			Itron	CP1SR16S	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE			NO QUOTE
86	Meter CP1SR 45S Class 20	20			Itron	CP1SR45S	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE			NO QUOTE
87	Meter CP1SR 9S Class 20	50			Itron	CP1SR9S	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE			NO QUOTE
88	Neutral Bkt	45	50	ea	Chance	C207-0116 ***only***	\$ 19.28	HUBBELL	C2070116	12/31/2024	33133250			4
89	Nordic Fiberglass Vault		10			CAT# GS-60-47-36RT-MG-48X1	\$ 1,991.31	NORDIC FIBERGLASS	GS-60-47-36RT-MG-48x15	5/31/2025	38818			
90	Parallel Groove Connector	50	50		Blackburn	PAA5	\$ 4.52	ABB IP/BLACKBURN	PAA5	11/30/2024	80008144			4
91	Parallel Groove Connector	50	50		Blackburn	PAA10	\$ 7.33	ABB IP/BLACKBURN	PAA10	11/30/2024	80008144			4
92	Pin, Adapter	4	6	ea			\$ 11.96	HUBBELL	DP1A1	12/31/2024	33083624	1300		2
93	Pin, Steel short	2	6	ea			\$ 14.87	HUBBELL	886P	-	-	1800		5
94	Pin, steel(regular)	48	50	ea			\$ 5.21	MACLEAN	J203Z	8/31/2024	PRJ00702-024	1500		16
95	Pin,Ridge(fiberglass)	3	6	ea			\$ 81.41	MACLEAN	G1HAR118AS1SC	8/31/2024	PRJ00702-024	1920		10
96	Preform, #2 distribution		50	ea		DG-4542	\$ 2.33	PREFORMED LINE PRODUCTS	DG-4542	12/31/2024	BUY MATRIX			1
97	Preform, 1/0 DE (bare)		50	ea		DG4544	\$ 3.44	PREFORMED LINE PRODUCTS	DG-4544	6/1/2024	Q2005553			
98	Preform, 1/0 DE (coated)	22	25	ea	PLP	ND0114	\$ 16.02	PREFORMED LINE PRODUCTS	ND-0114	12/31/2024	BUY MATRIX			1
99	Preform, 1/4 guy wire	6	6	ea	PLP	GDE1104	\$ 2.56	PREFORMED LINE PRODUCTS	GDE-1104	12/31/2024	BUY MATRIX	26600		1
100	Preform, 3/8 guy wire	45	50	ea	PLP	GDE1107	\$ 3.20	PREFORMED LINE PRODUCTS	GDE-1107	12/31/2024	BUY MATRIX	26700		1
101	Preform, 3/8 DE	19	25	ea	PLP	ND0118	\$ 21.61	PREFORMED LINE PRODUCTS	ND-0118	12/31/2024	BUY MATRIX	26100		1
102	Preform, Service grip #2	11	15	ea	PLP	SG4504	\$ 1.04	PREFORMED LINE PRODUCTS	SG-4504	12/31/2024	BUY MATRIX	26500		1
103	Preform, Service grip 1/0	18	25	ea	PLP	SG4506	\$ 1.74	PREFORMED LINE PRODUCTS	SG-4506	12/31/2024	BUY MATRIX	26300		1
104	Quadruplex, 2/0	236	250	ft		see Wire Specifications	*** POA ***	-	Quadruplex, 2/0	-	-	4600		*** POA ***
105	Quadruplex, 4/0	83	150	ft		see Wire Specifications	*** POA ***	-	Quadruplex, 4/0	-	-	4700		*** POA ***
106	Rubber gloves, Class 1 size 10x16", bell cuff	6	6	pair		E1168/10	\$ 165.53	SALISBURY	E1168/10	-	-			
107	Rubber gloves, Class 1 size 9.5x16", bell cuff	6	6	pair		E1168/9H	\$ 165.53	SALISBURY	E1168/9H	-	-			
108	Rubber gloves, Class 2 size 10x16", bell cuff	4	4	pair		NG21168CYB10P	*** POA ***	SALISBURY	NG2168CYB/10P	-	-			*** POA ***
109	Rubber Sleeves, Class 2, extra curve, size LG	3	3	pair	Salisbury	D2LRY-EC-P-KIT	\$ 677.45	SALISBURY	D2LRY-EC	-	-			
110	Rubber Sleeves, Class 2, extra curve, size RG				SALISBURY	D2RRY-EC-P-KIT	\$ 526.98	SALISBURY	D2RRY-EC-P-KIT	-	-			
111	Safety Glasses	25	25	ea	Elvex Acer	SG-121/0	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE			NO QUOTE
112	Secondary Spreaders	6	6	ea	Reliable	S601	\$ 4.82	MACLEAN	S601	8/31/2024	PRJ00702-024			2
113	Slice, #2 triplex Neutral	7	10	ea	Blackburn	TR64	\$ 2.01	ABB IP/BLACKBURN	TR64	11/30/2024	80008144	21050		4
114	Small Guy breaker (jonnie ball)	13	15	ea	Maclean	DP54-2	\$ 3.25	VICTOR INSULATORS	VI4604	-	STOCK	28400		1
115	Splice, 1/0 Auto	5	6	ea	Hubble	GL406A	\$ 20.48	HUBBELL	GL406A	12/31/2024	33133250			3
116	Splice, 1/0 triplex neutral	4	6	ea	Blackburn	TR66	\$ 2.11	ABB IP/BLACKBURN	TR66	11/30/2024	80008144			4
117	Splice, 3/8 Auto	6	6	ea			\$ 18.12	MACLEAN	7656AP	8/31/2024	PRJ00702-024			7
118	Staples	2000	2000	ea	Maclean	J7487	\$ 0.19	MACLEAN	J7487	8/31/2024	PRJ00702-024			2
119	Strandlink 1/4"	2	6	ea	Reliable	5000	\$ 11.71	MACLEAN	5000	8/31/2024	PRJ00702-024	801		2
120	Strandlink 3/8"	3	6	ea	Reliable	5002	\$ 21.42	MACLEAN	5002	8/31/2024	PRJ00702-024	800		2
121	Strandwise, 1/4 Auto	3	6	ea	ML	5100	\$ 12.12	MACLEAN	5100	8/31/2024	PRJ00702-024	5100		2
122	Strandwise, 3/8 Auto	19	20	ea	ML	5102	\$ 19.02	MACLEAN	5102	8/31/2024	PRJ00702-024	3800		2
123	Super 33+ Vinyl tape 2"	1	1	case	3m	33-2x36YD	\$ 29.95	3M	33-2X36YD	12/31/2024	373486			
124	Super 33+ vinyl tape 3/4"	1	1	case	3m	33+SUPER-3/4x76FT	\$ 5.95	3M	33+SUPER-3/4X76FT	12/31/2024	373486			
125	Test Switch 10	10	10	ea	Milbank	TS10-0110	NO QUOTE	MILBANK	TS10-0110	NO QUOTE	NO QUOTE			NO QUOTE
126	Thimble Clevis	42	50	ea	Joslyn	PA271	\$ 8.53	MACLEAN	CT88	8/31/2024	PRJ00702-024			20
127	Transformer Leadbrkts	25	25	ea	Maclean	J6765	\$ 23.47	MACLEAN	J6765	8/31/2024	PRJ00702-024			20
128	Transformer Tank Ground Connector	50	50		Thomas & Betts	TT2	\$ 5.96	ABB IP/BLACKBURN	TT2	11/30/2024	80008144			4
129	Transformermech. Lug	11	15	ea	Burndy	QGFL31B1T6	\$ 12.33	BURNDY	QGFL31B1T6	-	-			
130	Triplex Splice Neutral #4		50	ft		CAT#TR63	\$ 2.11	ABB IP/BLACKBURN	TR63	11/30/2024	80008144			4
131	Triplex Splice Neutral #6		50	ft		CAT#TR61	\$ 2.16	ABB IP/BLACKBURN	TR61	11/30/2024	80008144			4
132	Triplex, #2	1007	1000	ft		see Wire Specifications	*** POA ***	-	CONCH	-	-	4100		*** POA ***
133	Triplex, #6		100	ft		see Wire Specifications	*** POA ***	-	VOLUTA	-	-	4000		*** POA ***
134	Triplex, 1/0	1208	1500	ft		see Wire Specifications	*** POA ***	-	NERITINA	-	-	4300		*** POA ***
135	Triplex, 2/0	757	1000	ft		see Wire Specifications	*** POA ***	-	RUNCINA	-	-	4400		*** POA ***
136	Triplex, 4/0	178	250	ft		see Wire Specifications	*** POA ***	-	-	-	-			*** POA ***
137	Underground parking bushing	25	25	ea	Elastimold	161SOP	\$ 85.24	ABB IP/ELASTIMOLD	161SOP	11/30/2024	80008144			7
138	Underground, 1/0 15KV	832	1000	ft		see Wire Specifications	*** POA ***	-	-	-	-			*** POA ***



## Bid Tally Sheet Power Line Clearing

<u>BIDDER</u>	<u>BID AMOUNT</u>	<u>SIGNED/SUBMITTED NON-COLLUSIVE</u>	<u>NOTES/ADDENDUMS ACKNOWLEDGED</u>	<u>BID RECD DAY &amp; Time</u>
Birchcrest Tree	Welker 3- \$17,500	Present and signed by Rick Passinault	Present and signed by Rick Passinault	3/28/24 @ 1:11 PM
	Welker 4- \$6,900			
	Welker 5 - \$8,050			
	Welker 6- \$5,635			
	Base bid: \$38,085			
Ironwood Heavy Highway LLC	Welker 3- \$30,244.27	Present and signed by Bill Keihl	Present and signed by Bill Keihl	4/4/24 @ 1:15 PM
	Welker 4- \$18,146.56			
	Welker 5 - \$36,293.12			
	Welker 6- \$18,146.56			
	Base bid: \$102,830.51			
High Falls Tree Service LLC	Welker 3- \$12,000	Present and signed by Daniel Hackett	Present and signed by Daniel Hackett	4/4/24 @1:25 PM
	Welker 4- \$3,000			
	Welker 5 - \$3,000			
	Welker 6- \$3,000			
	Base bid: \$21,000			

# MUB PAYMENT AGREEMENTS

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1														
2	Apr-23	\$ 4,702.64	18	\$ 261.26		<div data-bbox="802 224 1810 776" data-label="Figure"> </div>								
3	May-23	\$ 6,644.82	21	\$ 316.42										
4	Jun-23	\$ 5,399.72	24	\$ 224.99										
5	Jul-23	\$ 3,580.97	23	\$ 155.69										
6	Aug-23	\$ 4,757.05	25	\$ 190.28										
7	Sep-23	\$ 3,410.27	21	\$ 162.39										
8	Oct-23	\$ 3,220.14	20	\$ 161.01										
9	Nov-23	\$ 5,664.03	20	\$ 283.20										
10	Dec-23	\$ 5,026.89	18	\$ 279.27										
11	Jan-24	\$ 3,603.62	20	\$ 180.18										
12	Feb-24	\$ 6,158.38	34	\$ 181.13										
13	Mar-24	\$ 6,657.26	30	\$ 221.91										
14	Apr-24	\$ 13,128.14	41	\$ 320.20										
15														
16														

