



Contact The Comptroller [#103]

Thomas Newton

to:

bobantonacci, nancycampolito

10/13/2015 08:25 PM

Hide Details

From: Thomas Newton <tc_newton@yahoo.com>

To: bobantonacci@ongov.net, nancycampolito@ongov.net,

Your Name (required)

Thomas Newton

Your e-mail Address (required)

tc_newton@yahoo.com

Please enter your message below:

FOIL REQUEST: Please send me any contracts and admendments to contracts as well as payments to since 2008 given to CH2M Hill. Thanks

CH2M Hill							
Vendor #9283							
Business Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Style	Voucher Source	Entry Status	Gross Invoice Amount
ONGOV	2664481	3681256-REVISED/08	2/12/2009	Regular	Online	Postable	96,143.40
ONGOV	2664483	3685483/08	4/7/2009	Regular	Online	Postable	11,402.80
ONGOV	2664482	3685483/08	4/7/2009	Regular	Online	Postable	40,856.60
ONGOV	2664484	3687456/09	4/13/2009	Regular	Online	Postable	14,539.61
ONGOV	2664485	3693363/09	5/4/2009	Regular	Online	Postable	109,946.44
ONGOV	2664486	3697998/09	5/26/2009	Regular	Online	Postable	52,505.90
ONGOV	2664488	SHORT PAYS FROM INVOICES 1-5	7/7/2009	Regular	Online	Postable	91,668.99
ONGOV	2664489	3702590/09	7/7/2009	Regular	Online	Postable	21,762.32
ONGOV	2664487	3702590/09	7/7/2009	Regular	Online	Postable	45,157.04
ONGOV	2664491	3706581/09	10/1/2009	Regular	Online	Postable	1,974.56
ONGOV	2664490	3706581/09	10/1/2009	Regular	Online	Postable	54,455.64
ONGOV	2664493	3710755/09	10/2/2009	Regular	Online	Postable	7,107.76
ONGOV	2664492	3710755/09	10/2/2009	Regular	Online	Postable	68,847.17
ONGOV	2664495	3718885/09	10/12/2009	Regular	Online	Postable	175,394.53
ONGOV	2664494	3715058/09	10/12/2009	Regular	Online	Postable	114,402.65
ONGOV	2664496	3723706/09	12/4/2009	Regular	Online	Postable	119,906.51
ONGOV	2664497	3727238/09	12/21/2009	Regular	Online	Postable	80,559.87
ONGOV	2664498	3731001/09	1/19/2010	Regular	Online	Postable	99,537.70
ONGOV	2664499	14/09	2/10/2010	Regular	Online	Postable	70,856.92
ONGOV	2664501	CLINTON	3/8/2010	Regular	Online	Postable	36,549.30
ONGOV	2664502	3736740/10 MIDLAND	3/8/2010	Regular	Online	Postable	183.55
ONGOV	2664500	3736740/10	3/8/2010	Regular	Online	Postable	36,549.29
ONGOV	2664508	CLINTON	5/12/2010	Regular	Online	Postable	50,836.25
ONGOV	2664507	3745847/10	5/12/2010	Regular	Online	Postable	50,836.24
ONGOV	2664510	3745847/10 HARBOR BROOK	5/12/2010	Regular	Online	Postable	13,096.68
ONGOV	2664509	3745847/10 MIDLAND	5/12/2010	Regular	Online	Postable	14,793.89
ONGOV	2664504	CLINTON	5/12/2010	Regular	Online	Postable	40,723.97
ONGOV	2664503	3741399/10	5/12/2010	Regular	Online	Postable	40,723.97
ONGOV	2664506	3741399/10 HARBOR BROOK	5/12/2010	Regular	Online	Postable	11,096.43
ONGOV	2664505	3741399/10 MIDLAND	5/12/2010	Regular	Online	Postable	12,724.86
ONGOV	2664513	3750123/10 MIDLAND	6/16/2010	Regular	Online	Postable	21,464.34
ONGOV	2664514	3750123/10 HARBOR BROOK	6/16/2010	Regular	Online	Postable	18,463.56
ONGOV	2664511	3750123/10	6/16/2010	Regular	Online	Postable	62,071.54
ONGOV	2664512	CLINTON	6/16/2010	Regular	Online	Postable	62,071.55

Business Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Style	Voucher Source	Entry Status	Gross Invoice Amount
ONGOV	2664517	3753073/10 MIDLAND	7/14/2010	Regular	Online	Postable	15,160.00
ONGOV	2664518	3753073/10 HARBOR BROOK	7/14/2010	Regular	Online	Postable	14,893.39
ONGOV	2664515	3753073/10	7/14/2010	Regular	Online	Postable	63,831.62
ONGOV	2664516	CLINTON	7/14/2010	Regular	Online	Postable	63,831.63
ONGOV	2664521	3757036/10 MIDLAND	8/4/2010	Regular	Online	Postable	15,873.26
ONGOV	2664522	3757036/10 HARBOR BROOK	8/4/2010	Regular	Online	Postable	15,726.91
ONGOV	2664519	3757036/10	8/4/2010	Regular	Online	Postable	56,119.76
ONGOV	2664520	CLINTON	8/4/2010	Regular	Online	Postable	56,119.76
ONGOV	2682640	CLINTON	9/21/2010	Regular	Online	Postable	3,711.03
ONGOV	2682641	3757823/10 MIDLAND	9/21/2010	Regular	Online	Postable	9,878.78
ONGOV	2682639	3757823/10	9/21/2010	Regular	Online	Postable	3,711.03
ONGOV	2682643	CLINTON	9/21/2010	Regular	Online	Postable	8,629.81
ONGOV	2682644	3760816/10 MIDLAND	9/21/2010	Regular	Online	Postable	22,972.57
ONGOV	2682642	3760816/10	9/21/2010	Regular	Online	Postable	8,629.80
ONGOV	2664525	3761246/10 MIDLAND	9/28/2010	Regular	Online	Postable	17,058.89
ONGOV	2664526	3761246/10 HARBOR BROOK	9/28/2010	Regular	Online	Postable	16,022.14
ONGOV	2664523	3761246/10	9/28/2010	Regular	Online	Postable	47,070.99
ONGOV	2664524	CLINTON	9/28/2010	Regular	Online	Postable	47,070.99
ONGOV	2664528	MIDLAND	10/4/2010	Regular	Online	Postable	28,365.95
ONGOV	2664527	CLINTON	10/4/2010	Regular	Online	Postable	114,539.47
ONGOV	2664529	HARBOR BROOK	10/4/2010	Regular	Online	Postable	22,256.63
ONGOV	2682645	3764727/10	11/5/2010	Regular	Online	Postable	7,767.55
ONGOV	2682647	3764727/10 MIDLAND	11/5/2010	Regular	Online	Postable	20,677.27
ONGOV	2682646	CLINTON	11/5/2010	Regular	Online	Postable	7,767.56
ONGOV	2664533	23/10 HARBOR BROOK	12/14/2010	Regular	Online	Postable	32,097.68
ONGOV	2664532	23/10 MIDLAND	12/14/2010	Regular	Online	Postable	27,575.28
ONGOV	2664534	24/10	12/14/2010	Regular	Online	Postable	69,939.53
ONGOV	2664530	23/10	12/14/2010	Regular	Online	Postable	77,264.72
ONGOV	2664531	CLINTON	12/14/2010	Regular	Online	Postable	77,264.73
ONGOV	2664536	24/10 MIDLAND	12/14/2010	Regular	Online	Postable	21,915.63
ONGOV	2664537	24/10 HARBOR BROOK	12/14/2010	Regular	Online	Postable	64,783.51
ONGOV	2664535	CLINTON	12/14/2010	Regular	Online	Postable	69,939.54
ONGOV	2664540	3776738/10 MIDLAND	1/11/2011	Regular	Online	Postable	24,467.12
ONGOV	2664541	3776738/10 HARBOR BROOK	1/11/2011	Regular	Online	Postable	44,718.20
ONGOV	2664538	3776738/10	1/11/2011	Regular	Online	Postable	71,536.14
ONGOV	2664539	CLINTON	1/11/2011	Regular	Online	Postable	71,536.14
ONGOV	2664543	CLINTON	1/25/2011	Regular	Online	Postable	89,977.73
ONGOV	2664542	26/10	1/25/2011	Regular	Online	Postable	89,977.72

Business Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Style	Voucher Source	Entry Status	Gross Invoice Amount
ONGOV	2664544	26/10 MIDLAND	1/25/2011	Regular	Online	Postable	30,016.41
ONGOV	2664545	26/10 HARBOR BROOK	1/25/2011	Regular	Online	Postable	59,342.72
ONGOV	2682648	3778648/10	2/2/2011	Regular	Online	Postable	23,834.58
ONGOV	2682650	3778648/10 MIDLAND	2/2/2011	Regular	Online	Postable	63,447.76
ONGOV	2682649	CLINTON	2/2/2011	Regular	Online	Postable	23,834.58
ONGOV	2664548	3783220/11 MIDLAND	3/1/2011	Regular	Online	Postable	39,399.12
ONGOV	2664549	3783220/11 HARBOR BROOK	3/1/2011	Regular	Online	Postable	114,887.25
ONGOV	2664546	3783220/11	3/1/2011	Regular	Online	Postable	104,097.61
ONGOV	2664547	CLINTON	3/1/2011	Regular	Online	Postable	104,097.61
ONGOV	2664551	CLINTON	4/11/2011	Regular	Online	Postable	108,976.22
ONGOV	2664552	3787695/11 MIDLAND	4/11/2011	Regular	Online	Postable	44,073.28
ONGOV	2664550	3787695/11	4/11/2011	Regular	Online	Postable	108,976.22
ONGOV	2664553	3787695/11 HARBOR BROOK	4/11/2011	Regular	Online	Postable	79,020.54
ONGOV	2664556	29/11 MIDLAND	6/1/2011	Regular	Online	Postable	61,822.03
ONGOV	2664557	29/11 HARBOR BROOK	6/1/2011	Regular	Online	Postable	283,409.82
ONGOV	2664554	29/11	6/1/2011	Regular	Online	Postable	151,017.73
ONGOV	2664555	CLINTON	6/1/2011	Regular	Online	Postable	151,017.73
ONGOV	2664559	3795478/11	6/21/2011	Regular	Online	Postable	75,467.34
ONGOV	2664560	3795478/11	6/21/2011	Regular	Online	Postable	118,450.55
ONGOV	2664558	3795478/11	6/21/2011	Regular	Online	Postable	377,371.17
ONGOV	2664562	3798568/11	8/10/2011	Regular	Online	Postable	60,692.72
ONGOV	2664563	3798568/11	8/10/2011	Regular	Online	Postable	130,803.80
ONGOV	2664561	3798568/11	8/10/2011	Regular	Online	Postable	306,472.60
ONGOV	2664564	3802353/11	8/24/2011	Regular	Online	Postable	315,527.58
ONGOV	2664566	3802353/11	8/24/2011	Regular	Online	Postable	219,019.30
ONGOV	2664565	3802353/11	8/24/2011	Regular	Online	Postable	62,641.54
ONGOV	2664567	3805398/11	9/20/2011	Regular	Online	Postable	186,660.12
ONGOV	2664568	3805398/11	9/20/2011	Regular	Online	Postable	25,218.68
ONGOV	2664569	3805398/11	9/20/2011	Regular	Online	Postable	26,018.44
ONGOV	2664570	3808961/11	10/12/2011	Regular	Online	Postable	193,011.36
ONGOV	2664571	3808961/11	10/12/2011	Regular	Online	Postable	27,925.89
ONGOV	2664572	3808961/11	10/12/2011	Regular	Online	Postable	27,925.89
ONGOV	2664573	3812215/11	11/9/2011	Regular	Online	Postable	219,548.92
ONGOV	2664575	3812215/11	11/9/2011	Regular	Online	Postable	30,026.57
ONGOV	2664574	3812215/11	11/9/2011	Regular	Online	Postable	29,647.56
ONGOV	2682652	3809763/11	11/15/2011	Regular	Online	Postable	4,391.81
ONGOV	2682651	3809763/11	11/15/2011	Regular	Online	Postable	3,299.61
ONGOV	2664576	3814388/11	12/1/2011	Regular	Online	Postable	171,053.85

Business Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Style	Voucher Source	Entry Status	Gross Invoice Amount
ONGOV	2664578	3814388/11	12/1/2011	Regular	Online	Postable	20,584.07
ONGOV	2664577	3814388/11	12/1/2011	Regular	Online	Postable	15,688.70
ONGOV	2664580	3818092/11	1/26/2012	Regular	Online	Postable	162,411.31
ONGOV	2664581	3818092/11	1/26/2012	Regular	Online	Postable	407,126.57
ONGOV	2664579	3818092/11	1/26/2012	Regular	Online	Postable	874,101.73
ONGOV	2664583	3821039/11	2/16/2012	Regular	Online	Postable	29,735.31
ONGOV	2664584	3821039/11	2/16/2012	Regular	Online	Postable	226,465.65
ONGOV	2664582	3821039/11	2/16/2012	Regular	Online	Postable	24,030.06
ONGOV	2664586	3822545/12	3/1/2012	Regular	Online	Postable	32,248.37
ONGOV	2664587	3822545/12	3/1/2012	Regular	Online	Postable	43,844.30
ONGOV	2664585	3822545/12	3/1/2012	Regular	Online	Postable	176,332.33
ONGOV	2664590	3825263/12	4/3/2012	Regular	Online	Postable	49,252.77
ONGOV	2664589	3825263/12	4/3/2012	Regular	Online	Postable	41,810.36
ONGOV	2664588	3825263/12	4/3/2012	Regular	Online	Postable	241,337.00
ONGOV	2664592	3829016/12	5/8/2012	Regular	Online	Postable	57,031.53
ONGOV	2664593	3829016/12	5/8/2012	Regular	Online	Postable	63,696.28
ONGOV	2664591	3829016/12	5/8/2012	Regular	Online	Postable	310,088.86
ONGOV	2664595	3831379/12	6/7/2012	Regular	Online	Postable	43,254.42
ONGOV	2664596	3831379/12	6/7/2012	Regular	Online	Postable	117,742.35
ONGOV	2664594	3831379/12	6/7/2012	Regular	Online	Postable	281,327.11
ONGOV	2664598	3833959/12	7/17/2012	Regular	Online	Postable	34,057.54
ONGOV	2664599	3833959/12	7/17/2012	Regular	Online	Postable	76,477.02
ONGOV	2664597	3833959/12	7/17/2012	Regular	Online	Postable	254,386.91
ONGOV	2664601	3836403/12	8/9/2012	Regular	Online	Postable	61,718.00
ONGOV	2664602	3836403/12	8/9/2012	Regular	Online	Postable	150,702.88
ONGOV	2664600	3836403/12	8/9/2012	Regular	Online	Postable	449,591.20
ONGOV	2930611	3838788	8/30/2012	Regular	Online	Postable	393,268.62
ONGOV	2931471	3839954	9/20/2012	Regular	Online	Postable	389,628.96
ONGOV	2935604	3842811	10/24/2012	Regular	Online	Postable	360,262.00
ONGOV	2938769	3845751	12/5/2012	Regular	Online	Postable	403,345.24
ONGOV	2941977	3847110	12/24/2012	Regular	Online	Postable	305,545.15
ONGOV	2943878	3848858	12/31/2012	Regular	Online	Postable	246,134.02
ONGOV	2946565	3851144	2/18/2013	Regular	Online	Postable	326,195.66
ONGOV	2949504	3853984	3/28/2013	Regular	Online	Postable	391,387.60
ONGOV	2952193	3855860	4/26/2013	Regular	Online	Postable	307,457.59
ONGOV	2954901	3857879	5/30/2013	Regular	Online	Postable	280,390.08
ONGOV	2957521	3859618	6/27/2013	Regular	Online	Postable	249,875.78
ONGOV	2962930	3861603	7/26/2013	Regular	Online	Postable	630,683.40

[illegible]

The County of Onondaga, by Joanne M. Mahoney, County Executive with Offices at John Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13214 (County) and CH2M Hill (CONTRACTOR) at 290 Elwood Davis Road, Suite 290 Syracuse NY 13088, agree that:

WHEREAS In July, 2008 the County of Onondaga issued a Request for Proposals (RFP) for consulting services in connection with the evaluation of "green" and "gray" infrastructure in meeting the remaining obligations of an Amended Consent Judgment, ACJ, entered in the United States District court for the Northern District of New York, as more fully described in the RFP; and,

WHEREAS, by submitting a detailed response to the County Request for Qualifications, the CONTRACTOR has represented that it possesses the special skills and training to perform the services required by the County pursuant to this Agreement;

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

1. TERM

The term of this agreement shall be from 09/10/2008 through 12/31/2009.

No work may begin or any services provided under this contract until both parties hereto have signed this Agreement, all required insurance coverage has been verified as being in place and notice to proceed has been given.

2. TERMINATION

The CONTRACTOR may terminate this AGREEMENT for cause upon ten (10) days written notice to the COUNTY of the intention to terminate, except that cause for the CONTRACTOR shall be limited to non-payment by the COUNTY, it being agreed that monetary damages shall be an adequate remedy of the CONTRACTOR for any other breach of this AGREEMENT by the COUNTY.

The COUNTY may terminate this AGREEMENT without cause or may delete part or all of any Task or Phase, at any time upon thirty (30) days written notice to the CONTRACTOR. If this AGREEMENT is terminated or part or all of any Task or Phase is deleted by the COUNTY at any time prior to the completion of the work, payment of the amount due and payable for services actually rendered up to the effective date of termination or deletion shall represent the complete and final payment owed to the CONTRACTOR under this AGREEMENT, and the COUNTY shall have no further obligation to the CONTRACTOR.

3. SCOPE OF SERVICES

The CONTRACTOR will provide services as determined by the County to be consistent with the scope of its proposal dated July 28, 2008 attached hereto as Exhibit "A" and made a part hereof. CONTRACTOR understands and agrees that due to the varied nature of the work to be performed under this agreement the County reserves the right to retain the services of additional CONTRACTORS/Consultants to perform all or a portion of the scope of work covered by this Agreement, or to direct CONTRACTOR to retain such services upon such terms and conditions as the County agrees to in writing. Should the County retain additional CONTRACTORS/Consultants CONTRACTOR agrees to use its best efforts to work cooperatively with such additional CONTRACTORS/Consultants and to coordinate its efforts with them when requested to do so by the County. Nothing contained herein is intended or shall be construed as requiring CONTRACTOR to provide surety for

work performed by any additional CONTRACTOR retained directly by the County.

The services to be provided under this AGREEMENT shall be performed in accordance with the project Schedule submitted as part of the CONTRACTOR'S proposal, and attached hereto. The schedule may be revised if PROJECT circumstances require, if mutually agreed upon by the CONTRACTOR and the COUNTY.

It is hereby understood and agreed that time is of the essence in this contract.

The CONTRACTOR agrees that it will do all the work within the time required of it as set forth in the referenced Schedule.

The CONTRACTOR shall advise the COUNTY, in writing, about any pending change to the "Scope of Work" as soon as the CONTRACTOR becomes aware of the facts, events, or circumstances necessitating such change.

No extra work beyond the scope of this AGREEMENT shall be performed by the CONTRACTOR unless the COUNTY, in writing, specifically directs such work to be performed. In the event such work is authorized, the COUNTY and CONTRACTOR shall execute a Supplemental AGREEMENT describing the extra work and providing the compensation to be paid therefore.

The CONTRACTOR shall notify the COUNTY, in writing immediately upon learning about any potential cause which will result in delayed completion of any phase of the work as called for in the attached schedule. The CONTRACTOR shall also provide a time estimate for such a delay and full justification in said written notice. If the County agrees that the delay is justified and that the proposed time estimate for delayed completion is reasonable the County shall so notify the CONTRACTOR in writing.

4. COOPERATION BY THE COUNTY

Subject to applicable law, the COUNTY shall make available to the CONTRACTOR all information pertinent to the PROJECT which is known and reasonably available to the COUNTY and which is requested by the CONTRACTOR.

Pursuant to Section 11.53.h of Article 11-A of the Onondaga County Administrative Code, the COUNTY shall provide for CONTRACTOR'S access to public and private property for the purpose of making surveys and borings. The CONTRACTOR shall give the COUNTY an opportunity to notify property owners, prior to the CONTRACTOR entering onto such property.

Through its representative and other designees as deemed appropriate by the County, the COUNTY shall review all information pertinent to the PROJECT which is submitted by the Consultant to the COUNTY for review and shall provide guidance and respond to questions as necessary to ensure timely progress on the PROJECT. However, notwithstanding any review by the COUNTY, the responsibility for the adequacy, completeness, accuracy and sufficiency of the documents prepared by the CONTRACTOR shall rest solely with the CONTRACTOR. The COUNTY'S review of PROJECT documents shall be only for the purpose of determining that the recommendations, solutions and/or design proposed by the CONTRACTOR will satisfy the COUNTY'S requirements for the completed work and/or PROJECT. The COUNTY shall provide certain standardized sections which shall be incorporated in any Construction Contract Documents prepared by the CONTRACTOR.

5. COMPENSATION

County shall pay CONTRACTOR an amount not to exceed Five Hundred Thousand dollars (\$500,000.00) in full and final satisfaction of all services and expenses. Payment for all services to be provided hereunder shall be based on hourly billing

rates and direct expenses as reflected in the Cost Information Section of attachment A of CONTRACTOR'S July 28, 2008 proposal.

Payment shall be made in accordance with procedures established by County's comptroller and upon submission of approved claim forms which can only be obtained from County's Water Environment Protection Department, hereby designated to act on behalf of County in directing and reviewing CONTRACTOR'S services. CONTRACTOR shall report directly to the Commissioner of the Department of Water Environment Protection, or other designee.

To control and manage costs incurred on this project, each and every invoice shall be accompanied by a statement and certification clearly indicating the actual cumulative cost incurred for each Task or Phase to the cut-off date of the invoice, and a projection or estimate of the cost required to complete the Task or Phase as of the cut-off date of the invoice.

Payment shall be made not more often than monthly. CONTRACTOR'S invoices shall be accompanied by two (2) complete sets of substantiation of all costs claimed, in detail, form and content as required by the COUNTY. Generally, required substantiation shall include, but not be limited to, name, title, direct salary rate and hours expended for personnel, description and copies of invoices or other supporting documents for reimbursable expenses and copies of invoices for all subcontractor or other outside services. The COUNTY reserves the right to require additional documentation as it may deem necessary.

6. OWNERSHIP OF WORK PRODUCTS

All notes, memorandums, drawings, designs, specifications, reports and copies thereof prepared by CONTRACTOR shall become COUNTY'S property when the work is complete and CONTRACTOR is paid for the services under this AGREEMENT. The COUNTY shall have the complete right to use these drawings, designs and specifications and other documents without any claim on the part of CONTRACTOR or others for additional compensation by reason of the use. The COUNTY agrees to indemnify and hold harmless the ENGINEER from liabilities arising out of the COUNTY'S use of the above referenced work for any purpose other than as contemplated in this AGREEMENT.

7. PATENTS

Without the COUNTY'S prior written approval, neither CONTRACTOR nor its subcontractors will use or designate for use in connection with the work, any patented or patent-pending article, method or device which involves or requires payment of any license, fee or royalty in addition to the purchase price, and CONTRACTOR agrees to indemnify COUNTY against any cost or expense incurred in connection with the payment of such license, fee or royalty in the event that COUNTY'S prior approval is not obtained. The provisions of this section shall survive the performance of this AGREEMENT.

8. AUDITS AND ACCESS TO RECORDS

The CONTRACTOR'S books and records pertaining to this AGREEMENT shall at all reasonable times be subject to inspection and audit at CONTRACTOR'S Onondaga County New York office, by any authorized representative of the COUNTY for a period of one (1) year beyond final payment (unless a longer time is required by applicable State or Federal funding regulations). The CONTRACTOR agrees to return forthwith to COUNTY any sums paid to the CONTRACTOR and determined by said representatives to have been excessive, plus interest at an annual rate of nine (9%) percent. Because this project involves Federal and/or State funding based on reimbursements of actual expenditures, the CONTRACTOR shall also make its records pertaining to this AGREEMENT available for inspection and audit by agencies or representatives of the Federal and/or State governments.

9. NOTICES AND COMMUNICATIONS

All communications, correspondence and notices related to this Agreement shall be provided to:

For the County:

Ms. Susan Miller, Deputy Director Lake Improvement Project
Onondaga County Department of Water Environment Protection
650 Hiawatha BLVD West
Syracuse, 13204

For the CONTRACTOR:

Rita Fordiani PE
Project Manager
CH2M HILL
25 New Chardon Street, Ste. 300
Boston, MA 0211

10. ASSIGNMENT

The CONTRACTOR agrees that it shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or its responsibility to perform under this contract or its right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to it pursuant to this Agreement, nor the power to execute which contract to any other person, company or corporation without the prior express written consent of the County of Onondaga.

11. SUBCONTRACTORS

The CONTRACTOR shall not utilize subcontractors or sub consultants to perform services under this AGREEMENT, except those specifically identified by name and function in the Proposal, without the prior written consent of the COUNTY. Prior to entering the site(s) of the PROJECT or performing any services in connection with the PROJECT, the CONTRACTOR shall provide to the COUNTY Certificates of Insurance evidencing that the CONTRACTOR'S subcontractors or sub consultants meet the applicable insurance requirements of this AGREEMENT. The CONTRACTOR shall provide to the COUNTY complete copies of executed subcontractor or sub consultant agreements, if requested by the COUNTY. Each subcontract shall provide that it is assignable to the COUNTY upon written notification by the COUNTY to the CONTRACTOR and the subcontractor, if the COUNTY terminates this AGREEMENT for cause. The CONTRACTOR shall at all times be responsible for supervising and coordinating the activities and performance of subcontractors or sub consultants retained by the CONTRACTOR and for errors, omissions or negligence of its subcontractors or sub consultants or their respective officers, agents or employees. The CONTRACTOR'S use of subcontractors or sub consultants shall in no way relieve the CONTRACTOR of the responsibility for the complete and accurate performance of the services required under this AGREEMENT.

12. INDEPENDENT CONTRACTOR

For the purpose of this contract, the CONTRACTOR shall be considered an independent CONTRACTOR and hereby covenants and agrees to act in accordance with that status, and the CONTRACTOR, the employees and agents of the CONTRACTOR shall neither hold themselves out as nor claim to be officers or employees of the County of Onondaga, and shall make no claim for, nor shall be entitled to, worker's compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

13. HOLD HARMLESS / DEFENSE AND INDEMNIFICATION

The CONTRACTOR covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County of Onondaga, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to CONTRACTOR if self employed, CONTRACTOR'S employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the CONTRACTOR.

The CONTRACTOR further covenants and agrees to obtain the necessary insurance as required by the General Obligations Law of the State of New York and this contract to effectuate this Hold Harmless clause, and shall name the County of Onondaga as an additional insured on all applicable insurance and indemnification. (See also insurance provision).

The duty to Hold Harmless to provide Defense and Indemnification shall survive lapse or termination of this Agreement.

14. INSURANCE

CONTRACTOR shall purchase and maintain insurance of the types and coverages set forth below, written on an occurrence basis, reasonably acceptable to the County of Onondaga and which will provide primary liability coverage to CONTRACTOR **AND WITH THE COUNTY NAMED AS AN ADDITIONAL INSURED** for claims which may arise out of or result from CONTRACTOR'S operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to CONTRACTOR if self-employed, CONTRACTOR'S employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting there from.

All policies shall be written so that the County of Onondaga will be notified of cancellation or restrictive mendment changes, including but not limited to reduction in coverage or limits at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates or insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the County of Onondaga as an additional insured and stating the limits of liability, expiration date which are acceptable to the County of Onondaga shall be filed with and accepted by the County of Onondaga before operations are begun. The intent is that this insurance, with the County of Onondaga being named as an additional insured, is to be primary over and above the County of Onondaga's own general liability coverage.

(a) The CONTRACTOR agrees to obtain and maintain Commercial Comprehensive General Liability Insurance including Premises/Operations, Products/Completed Operations, blanket Broad Form Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for Bodily injury and Property Damage.

(b) The CONTRACTOR agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with minimum limits of

not less than One Million Dollars (\$1,000,000) Combined Single Limit for Bodily Injury and Property Damage.

- (c) The CONTRACTOR agrees to obtain and maintain Workers Compensation, Employers Liability and Disability Benefits insurance as required by the laws of the State of New York.
- (d) The CONTRACTOR agrees to obtain and maintain Professional Liability Insurance, including errors and omissions, with minimum limits of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate and a self-insured retention limit not to exceed Five Hundred Thousand dollars (\$500,000). Said Professional Liability Insurance shall provide for contractual liability coverage consistent with this agreement. Where subconsultants, if any, are used on this PROJECT Consultant shall cause subconsultants to purchase insurance in compliance with the terms of this contract.
- (e) The General and Automobile Liability Insurance policies shall be endorsed to include "County of Onondaga" as an additional insured and shall contain a Separation of Insureds endorsement.
- (f) All policies shall include a provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be the Onondaga County Attorney, located in the Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, New York 13202, by Certified Mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this AGREEMENT, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.
- (g) The insurance provided by the CONTRACTOR or any applicable subcontractor or sub consultant shall provide coverage for all services or operations which are necessary to perform the services required under this AGREEMENT. The Certificates of Insurance provided by the CONTRACTOR or applicable subcontractor or sub consultant shall specifically state that coverage for those services is included.
- (h) The CONTRACTOR shall furnish to the Onondaga County Department of Law Certificates of Insurance which shall evidence all of the above requirements of insurance. Said Certificates must contain specific language so as to adequately advise the COUNTY of the CONTRACTOR'S and CONTRACTOR'S subcontractor's or sub consultant's, if any, compliance with the aforesaid requirements of insurance. The COUNTY reserves the right to require submission of certified copies of applicable endorsements evidencing coverage as an additional insured *Insert: CH2M HILL*, at their expense, will make policies available to a representative of the County for review at their offices at 9191 S. Jamaica St, Englewood, CO 80112, if requested to do so. If a claim is made by the County and subsequently denied by the carrier CH2M HILL will make policies available to the County.
- (i) The CONTRACTOR acknowledges and agrees that:
 - (1) The receipt by the COUNTY of the insurance documents offered by the CONTRACTOR and the execution of the AGREEMENT on the basis of the documents offered shall not relieve the CONTRACTOR of the responsibility for furnishing and maintaining all of the kinds and amounts of coverages specified herein.
 - (2) Failure of the CONTRACTOR to procure or maintain any of the insurance coverages herein shall not relieve the CONTRACTOR from any liability under the AGREEMENT, nor shall the insurance requirements be construed to conflict or otherwise limit the obligation or indemnification responsibilities of the CONTRACTOR as may be stated elsewhere in the AGREEMENT.

15. CERTIFICATE OF INSURANCE

The CONTRACTOR shall have furnished to the Onondaga County Department of Law the attached Certificate of Insurance to be filled out and signed by the insurance agent, which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Said Certificate contains specific language so as to adequately advise the County of the CONTRACTOR'S compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as herein above required so as TO INCLUDE THE COUNTY OF ONONDAGA AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS (except for Workers Compensation, Employers Liability and Professional Liability) and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder, the Onondaga County Attorney.

16. STATUTORY COMPLIANCE

In acceptance of this Agreement, the CONTRACTOR covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

17. SUPERVISION AND SAFETY

The CONTRACTOR shall be solely responsible for the supervision, conduct and safety of its employees. The CONTRACTOR shall be responsible for complying with the requirements of all applicable Federal and State Occupational Safety and Health Act provisions and the requirements of any and all other laws, rules, regulations and standards pertaining to employee health, safety and accident prevention to the extent that they pertain to the activities and duties of its employees in connection with the furnishing of the services to be provided under this AGREEMENT.

The CONTRACTOR shall restrict his employees to only those areas of the facility necessary for the performance of the services to be provided under this AGREEMENT. The CONTRACTOR shall instruct its employees to observe extreme caution when working in the vicinity of mechanical equipment and open tankage. Employees shall be advised that equipment may start automatically and without warning or may be started from a remote location. The CONTRACTOR shall instruct its employees on the hazards and precautions associated with sewage, sludges and chemicals, which may be present in the facility. Employees should be cautioned that surfaces may be wet or slippery and that physical, chemical, electrical and biological hazards are present. The CONTRACTOR'S employees shall not operate or tamper with any valve, switch or other device or equipment without first coordinating such action with the COUNTY'S operating personnel.

If the services to be provided under this AGREEMENT require the CONTRACTOR'S employees to enter areas which are considered to be "confined spaces," as defined by applicable OSHA regulations, or which may otherwise contain hazardous atmospheres, the CONTRACTOR shall be responsible for providing all necessary personnel instructions, protective equipment, monitoring equipment and other safety equipment, as required by all applicable codes and regulations for the protection of the CONTRACTOR'S employees.

18. CONFLICT OF INTEREST

(A) Affidavit

At the time the CONTRACTOR submits a bid, or if no bid is submitted, prior to performing any services, the CONTRACTOR shall serve upon the County Attorney,

the attached Affidavit certifying that the CONTRACTOR has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County. The Affidavit shall further state that the CONTRACTOR agrees that in the rendering of services to the County no persons having any such interest shall be employed by the CONTRACTOR. The CONTRACTOR assumes full responsibility for knowing whether its employees or agents have any such interest and in certifying the absence of such conflict to the County.

(B) Duty to Disclose

During the course of performing services for the County, the CONTRACTOR agrees to disclose immediately to the County, by Affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the CONTRACTOR, its employees and agents. The duty to disclose is a continuing duty. The CONTRACTOR agrees that disclosure is a material obligation of the contract and that failure to comply with these provisions affords the County the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the CONTRACTOR agrees that all work, services and payments shall be suspended pending final approval by the County or the County Board of Ethics. If the conflict cannot be resolved to the satisfaction of the County, the County may terminate the contract by written notice. Nothing herein shall be construed as limiting or waiving the County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of the CONTRACTOR, and the CONTRACTOR shall disclose the same. The CONTRACTOR shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. The CONTRACTOR shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than the County for work on the project to which this contract pertains. If applicable, the CONTRACTOR shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest on the part of the CONTRACTOR'S employees or agents shall be deemed a conflict of interest on the part of the CONTRACTOR, giving rise to the same duty to disclose.

(C) Duty to Maintain Confidentiality

The CONTRACTOR agrees not to disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing or as may be required by law.

19. HIPAA COMPLIANCE

CONTRACTOR agrees that, to the extent CONTRACTOR is a covered entity as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

20. LICENSES AND PERMITS

The CONTRACTOR hereby agrees that it will obtain at its own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.

21. APPROPRIATIONS

It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.

22. CONTRACT MODIFICATIONS

This Agreement represents the entire and integrated agreement between the County and the CONTRACTOR and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the CONTRACTOR.

23. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

24. CLAUSES REQUIRED BY LAW

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

25. SUSPENSION AND DEBARMENT

The signatory to this Agreement, certifies that EXCEPT AS NOTED BY THE CONTRACTOR, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder:

- a) Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
- b) Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

26. GOVERNING LAW:

This Agreement shall be governed and interpreted pursuant to the Laws of the State of New York.

27. REMEDIES

All claims, counterclaims, disputes and other matters in question between the COUNTY and CONTRACTOR arising out of or relating to this AGREEMENT or the Breach thereof will be decided by arbitration if the parties mutually agree, or in the New York State Supreme Court located in Onondaga County or the Federal District Court located in the Northern District of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

COUNTY OF ONONDAGA

Dated: 10/31 2008

By: Joanne M Mahoney
Joanne M. Mahoney, County Executive

Attorney Sign

Dated:

CH2M Hill

Dated: Oct 23rd 2008

By: Daniel P. Lynch
DANIEL P. LYNCH, BUSINESS VICE PRESIDENT

State of VIRGINIA)

County of FAIRFAX) ss.:

On the 23 day of October in the year 2008 before me the undersigned, personally appeared Daniel P. Lynch, 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 (he or she or they) executed the same in his (his or her or their) capacity(y)(ies), and that by his (his or her or their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Kathleen Aitchison
Notary Public



STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:
CITY OF SYRACUSE)

On this 31st day of October, 2008, before me personally appeared JOANNE M. MAHONEY, to me personally known and acknowledged that she resides in Syracuse NY, and that she is the County Executive of the municipal corporation described in and which executed the foregoing instrument, and she duly acknowledged to me that she executed the said instrument as County Executive of Onondaga County pursuant to authority in him vested.

Mary Beth Rice
Notary Public

MARY BETH RICE
Notary Public, State of New York
No. 4775559
Qualified in Onondaga County
Commission Expires March 30, 2010.
June 2010.

CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:



CH2M Hill, being duly sworn, deposes and says, that:

1. CH2M Hill, is an independent CONTRACTOR, and has this date signed a contract to provide services to the County of Onondaga.
2. CH2M Hill, certifies that, as the Agency, CH2M Hill, has no interest nor will acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of these services to the County of Onondaga.
3. CH2M Hill, agrees that in the rendering of services to the County of Onondaga, no persons having any such interest shall be employed by CH2M Hill. CH2M Hill has made diligent efforts to determine whether CH2M Hill's employees or agents have any such interest and hereby certifies that no such interest exists, upon information and belief.

Daniel P. Lynch
DANIEL P. LYNCH

Sworn before me this
23 day of October , 2008

Kathleen Aitcheson



CERTIFICATE OF INSURANCE

THIS CERTIFIES to Onondaga County Department of Law, Division of Risk Management
421 Montgomery Street, Syracuse, New York 13202

That the following described policies have been issued to and are now in force for:

INSURED'S NAME: CH2M Hill

AND ADDRESS: 290 Elwood Davis Road, Suite 290 Syracuse NY 13088

COVERING ALL AGREEMENTS WITH COUNTY OF ONONDAGA OR THE SPECIFIC AGREEMENT
FOR: _____

	KIND OF INSURANCE	COMPANY & POLICY NO.	EXPIRATION DATE	LIMITS OF LIABILITY
X	Workers Compensation	Submit on a State C105.2		Statutory
X	Disability Benefits Law	Submit on a State DB120.1		Statutory
X	Comprehensive General Liability			CSL of \$1,000,000.00 per Occ/\$1,000,000.00 Agg in the Primary Policy
X	Comprehensive Auto Liability Policy			CSL of \$1,000,000.00 per Occ in the Primary Policy
X	Professional Liability Policy			CSL of \$1,000,000.00 per Occ in the Primary Policy
X	Umbrella Liability Policy			CSL of \$1,000,000.00 per Occ in the Primary Policy

The above described policies provide the following features or contain the following provisions by endorsement for the agreement(s):

1. The above policies will not expire and/or nonrenew or be cancelled for any reason or restricted in coverage until at least thirty (30) days prior written notice by certified mail has been given to the Onondaga County Department of Law.
2. The Comprehensive General Liability policy specifically includes premises/operations, products/completed operations, blanket broad form contractual, independent CONTRACTORS, and broad form property damage coverage.
3. Personal Injury Liability is covered under the Comprehensive General Liability
4. There is no exclusion for actions on a agreement by a third party beneficiary arising out of a project for a public authorization on CONTRACTOR'S and owner's contractual liability policies.
5. The above described policies have been endorsed as necessary to provide the limits of liability indicated.
6. Automobile liability coverage applies to owned, nonowned, and hired automobiles.
7. The CGL, Auto and Umbrella liability policies have been endorsed to include County of Onondaga as an additional insured on a primary and non-contributing basis.
8. A separation of Insureds endorsement is provided in the CGL and Auto policies.
9. Coverage for explosion, collapse and underground hazards is included under property damage liability.

NAME OF INSURANCE AGENCY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

ADDRESS OF INSURANCE AGENCY

TELEPHONE NUMBER

DATE

A M E N D M E N T

The County of Onondaga (County) and CH2M Hill (Contractor), at 290 Elwood Davis Road, Suite 290, Syracuse, NY 13088 agree that:

County and Contractor made a contract numbered 33808.

Contract numbered 33808 is hereby amended such that the compensation which County will pay to Contractor under contract numbered 33808 is increased by not more than \$895,000.00 as outlined in the attachment attached hereto and made a part hereof.

In witness whereof, County and Contractor have executed the writing of this agreement on the dates hereafter written.

County of Onondaga

Dated: 5/27/09, 20

By: Joanne M Mahoney
Joanne M. Mahoney, County Executive KMD
CH2M Hill

Dated: May 20, 2009

By: Daniel P. Lynch
DANIEL P. LYNCH, VICE PRESIDENT

Commonwealth Virginia
State of Virginia
County of Prince William, ss.:

On the 20th day of May in the year 2009 before me the undersigned, personally appeared Daniel Lynch, 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 (he or she or they) executed the same in his (his or her or their) capacit(y)(ies), and that by his (his or her or their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Susan Noll

Notary Public



A M E N D M E N T

The County of Onondaga (County) and CH2M Hill (Contractor), at 290 Elwood Davis Road, Suite 290, Syracuse, NY 13088 agree that:

County and Contractor made a contract numbered 33808.

Scope of services is hereby amended to include the additional scope of work outlined in the Change Notification dated October 23, 2009 attached hereto and made a part hereof.

Contract numbered 33808 is hereby amended such that the term under contract numbered 33808 is hereby extended from January 1, 2010 through December 31, 2010 and the compensation which County will pay to Contractor is increased by not more than \$1,343,000.00.

In all other respects, Contract numbered 33808, as amended, is hereby ratified and confirmed except as herein amended.

In witness whereof, County and Contractor have executed the writing of this agreement on the dates hereafter written.

County of Onondaga

Dated: 1/19, 20 10

By: Joanne Mahoney
Joanne M. Mahoney, County Executive KMD

CH2M Hill

Dated: January 5, 2010

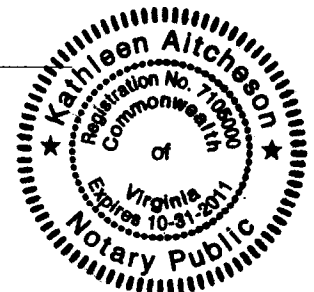
By: Daniel P. Lynch
DANIEL P. LYNCH, VICE PRESIDENT

State of VIRGINIA)

County of FAIRFAX) ss.:

On the 5 day of January in the year 2010 before me the undersigned, personally appeared Daniel P. Lynch, 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 (he or she or they) executed the same in his (his or her or their) capacit(y)(ies), and that by his (his or her or their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Kathleen Aitchison
Notary Public



CSO Program Management/Gray-Green Infrastructure, Contract 33808, Amendment No. 2

To: Sue Miller/OCWEP
Patricia Pastella/OCWEP

Cc: Kelly O'Connor/CH2M HILL
Daniel Lynch/CH2M HILL
Matthew Marko/CH2M HILL

From: Rita Fordiani/CH2M HILL

Date: October 23, 2009

Summary of Change

Onondaga County (OC) has requested additional services under the following tasks and as detailed herein:

Task 1 Program Management
Task 4 Porous Pavement and Other Green Initiatives
Task 5 Funding
Task 6 Green-Gray Concept Development
Task 7 Design Development Assistance
Task 8 Services During Construction
Task 10 Program Support

Details are provided below under Scope of Work. In addition, this amendment also requests an extension in the contract end date of 12/31/09 to 12/31/10.

Cause of Change

Subsequent to the approval of Amendment No. 1, additional scope has been requested by OCWEP in support of the following items:

- Task 1 – Project Management for the 2010 calendar year
- Task 2 – Impervious area mapping and a micro-green evaluation of the Erie sewershed and corresponding stormwater management model (SWMM) update
- Task 3 – Stormwater ordinance and incentive program development
- Task 4 - Rain Barrel Engineering Report and other support for the Economic Stimulus Grant Funding Program Task 5 - Funding support research
- Task 6 – Gray-Green Implementation Program development
- Task 7 – Green concept and final design of various projects including Spencer Street, Farmer's Market, Rosamond Gifford Zoo, and St. Lucy's, and coordination with National Grid on a potential project at their Syracuse headquarters; addition of Micro Green Analysis for Midland and Harbor Brook sewersheds including impervious area delineations of the

Harbor Brook and Midland sewersheds; and demonstration projects noted in the Proposed Fourth Stipulation and Order Amending the Amended Consent Judgment (Revised ACJ) in the Clinton sewershed

- Task 8 - Services during construction for implemented green projects
- Task 9 – development of stormwater monitoring protocols for green infrastructure and additional infiltration testing budget for projects in design under Task 7
- Task 10 – Extensive ACJ negotiation support provided and Revised ACJ green-gray program development

This amendment provides the work details and requests the additional budget necessary to complete the work already requested by OC and started in good faith over the past few months in addition to the new work anticipated through at least the next 6 months that has been projected to date.

Scope of Work

Task 1 Program Management – Project Management: The existing project management covers the project schedule through 12/31/09. Project management efforts can average approximately \$10,000/month, pending meeting requests. We, therefore, request an additional \$120,000 be added to the current budget to cover efforts between 1/1/2010 through 12/31/2010.

Task 2 – System Planning, Analysis and Special Studies - Erie Boulevard Storage System (EBSS) Evaluation: The EBSS gray evaluation is complete; however, new work has been requested to develop the green program for this basin as was done for Clinton, Harbor Brook, and Midland sewersheds. This includes the completion of the impervious cover delineation, early action project definition, benefit calculator, and cost analysis. In addition, we will continue to investigate CSO reduction opportunities in this sewershed and update the overall CSO reduction system-wide. We anticipate this effort to require approximately \$80,000.

Task 3 – Institutional Arrangements – Ordinance & Incentive Program Development: The next step in green implementation program development includes the following 4 basic elements of the ordinance/incentive program:

- Develop technical requirements
- Draft Ordinance
- Develop incentive programs
- Modify the stormwater plan review process in the City/County

We have budgeted \$110,000 to prepare the above deliverables. Other more involved steps for the future include a Technical Guidance Manual consistent with the DEC manual, so this starts local adaptation of the guidance and an affordability and rate allocation analysis.

Task 4 Public Involvement - Porous Pavement and Other Green Initiatives: OC has requested support in developing a Rain Barrel Engineering document to support the release of Economic Stimulus Funds. We are anticipating additional technical support efforts to support the Economic Stimulus grants in the future in addition to meetings with entities such as the Department of Transportation and various schools, for example, to further green implementation programs in the sewersheds. We, therefore, request an additional budget of \$42,000 to cover these efforts.

Task 5 Funding: We request opening an initial budget of approximately \$30,000 to begin support for investigating funding sources and supporting funding applications.

Task 6 Green Concept Development - Green-Gray Implementation Concepts

Development: Based upon project commitments made in the Revised ACJ (RACJ), we are requesting a budget of \$50,000 to support concept development in various sewersheds and to more fully develop the green-gray capital improvement program referenced in the RACJ.

Task 7 Design Development Assistance – Harbor Brook and Midland Micro-Green

Analysis and Green Implementation: Amendment 1 budget originally reserved for Clinton Sewershed Green Projects Implementation was used to cover several new efforts requested by OC during the summer of 2009 including:

- Micro-Green Analysis Harbor Brook and Midland
- stormwater management concepts – completed Design of Spencer Street
- Market green concept and design – in progress Development of Farmer's
- Gifford Zoo green stormwater management concepts for elephant and primate areas – completed Development of Rosamund
- green concept design – completed Development of St. Lucy's
- on green stormwater management concepts – in progress Coordination with National Grid

The above efforts total approximately \$140,000, and we have virtually expended our current Task 7 budget. To complete the above assignments and proceed with the following new assignments (estimated at \$420,000), we are requesting a budget of \$560,000 to support design development of these projects. New assignments include the design development of other demonstration projects as noted in the RACJ documentation and Economic Stimulus Grant Application such as Creekwalk Phase 2, the Civic Strip, the Green Streets Initiative, and the Street Triangle Retrofit. As coordination with stakeholders proceeds under Task 4 and concepts as formalized under Task 6, we anticipate formalizing the specific list of projects to be designed with OC. This budget also includes approximately \$50,000 for site survey work and \$60,000 for Roofscapes subconsultant who specializes in vegetated roof design.

Task 8 Services During Construction: We are requesting a budget of \$60,000 to support services during construction of efforts developed under Task 7. This budget covers review of drawings, coordination meetings, answer questions associated with the design and implementation, etc.

Task 9 Monitoring – Infiltration testing and Stormwater Monitoring Program: Additional infiltration testing of soils is anticipated for the Clinton sewershed projects for design development in Task 7; therefore, an additional budget of \$21,000 is requested for this effort. To begin development of the monitoring program protocols per green infrastructure type and framework for how progress will be reported, we request an initial budget of \$30,000.

Task 10 Program Support: An extensive effort was requested in support of ACJ negotiations. Matt Marko was supporting this with a near full-time effort over the past few months to attend

numerous meetings and together with the CH2M HILL team including Brown & Caldwell, we were requested to review and provide comments on several documents and topics. Additional technical memos and presentations were developed per request. The effort to date has surpassed the original \$100,000 budget set aside for this task under Amendment 1. Brown and Caldwell has spent approximately \$40,000 to date in support (which was not included in Amendment 1). Together, our team has spent approximately \$160,000 in support (i.e., \$60,000 over the Amendment 1 amount). We have performed this work in good faith to meet deadlines in anticipation of having this effort covered in Amendment 2.

Future efforts include continuation of RACJ and program management support with respect to green-gray project management, coordination, and procurement of consultant services, and overall budget and schedule control of the Onondaga County CSO Program. This is anticipated to average approximately \$30,000 a month over the next 6 months for CH2M HILL; therefore, we request an additional budget of \$240,000 for this effort which should cover future efforts and the budget impact to date.

Impacts on Costs

This document proposes a \$1,343,000 increase to the contract budgets for the work described above for a total contract amount of \$2,678,000. The breakdown for these costs is presented in Attachment 1.

Impacts on Schedule

A schedule extension is requested through December 31, 2010.

Need for Contract Amendment

To continue the work outlined above that is above the current contract amount and to respond to new requests for services, a contract amendment is required.

Approval of Change

CH2M HILL	Onondaga County
Signature:	Signature:
Name: Daniel P. Lynch	Name:
Date:	Date:

ATTACHMENT 1 - CHANGE NOTIFICATION BUDGET SUMMARY

Task #	Task/Subtask Title	Current Contract Budget (\$)	Approximate Amount Accrued Through 9/25/09 (\$)	Additional Amount Requested (\$)	Revised Budget (\$)	Approximate Amount Remaining 9/25/09 Through 12/31/10 (\$)
1	Program Management	\$214,000	\$174,337	\$120,000	\$334,000	\$159,663
2	System Planning, Analysis and Special Studies	\$509,000	\$392,318	\$80,000	\$589,000	\$196,682
3	Institutional Arrangements	\$50,000	\$46,972	\$110,000	\$160,000	\$113,028
4	Public Involvement	\$30,000	\$19,033	\$42,000	\$72,000	\$52,967
5	Funding	\$0	\$0	\$30,000	\$30,000	\$30,000
6	Green Concept Development	\$9,000	\$8,873	\$50,000	\$59,000	\$50,127
7	Design Development Assistance	\$182,000	\$178,511	\$560,000	\$742,000	\$563,489
8	Services During Construction	\$0	\$0	\$60,000	\$60,000	\$60,000
9	Monitoring	\$301,000	\$68,640	51,000	352,000	\$283,360
10	Program Support	\$100,000	\$115,460	\$240,000	\$340,000	\$224,540
	TOTAL	1,395,000	\$1,004,144	\$1,343,000	\$2,738,000	\$1,733,856

A M E N D M E N T

The County of Onondaga (County) and CH2M Hill (Contractor), at 290 Elwood Davis Road, Suite 290, Syracuse, NY 13088 agree that:

County and Contractor made a contract numbered 33808.

The Scope of Services is hereby amended to include the additional Scope of Work for the Green Infrastructure Program goals under the revised Administrative Consent Judgment of 2009. The Change Notification dated June 16, 2010 is attached hereto and made a part hereof.

Contract numbered 33808 is hereby amended such that the term under contract numbered 33808 is hereby extended until March 31, 2012 and the compensation which County will pay to Contractor is increased by not more than \$5,691,000.00.

In all other respects, Contract numbered 33808, as amended, is hereby ratified and confirmed except as herein amended.

In witness whereof, County and Contractor have executed the writing of this agreement on the dates hereafter written.

County of Onondaga

Dated: 9/29, 2010

By: Joanne M. Mahoney
Joanne M. Mahoney, County Executive KMD

CH2M Hill

Dated: September 23, 2010

By: Daniel P. Lynch
DANIEL P. LYNCH, VICE PRESIDENT

State of VIRGINIA)

County of FAIRFAX) ss.:

On the 23 day of September in the year 2010 before me the undersigned, personally appeared Daniel P. Lynch, 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 (he or she or they) executed the same in his (his or her or their) capacit(y)(ies), and that by his (his or her or their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Kathleen Aitcheson
Notary Public

CSO Program Management/Gray-Green Infrastructure, Contract 33808, Amendment No. 3

To: Patricia Pastella/OCWEP
Cc: Kelly O'Connor/CH2M HILL
Daniel Lynch/CH2M HILL
Matthew Marko/CH2M HILL
From: Rita Fordiani/CH2M HILL
Date: June 16, 2010

Summary of Change

Onondaga County (OC) has requested additional services under the following tasks and as detailed herein:

- Task 1 - Program Management
- Task 2 - System Planning, Analysis and Special Studies
- Task 3 - Institutional Arrangements
- Task 4 - Public Involvement
- Task 5 - Funding
- Task 6 - Green Concept Development
- Task 7 - Design Development Assistance
- Task 8 - Services During Construction
- Task 9 - Monitoring
- Task 10 - Program Support

Details are provided below under Scope of Work. In addition, this amendment requests an extension in the contract end date of 12/31/10 to 12/31/12. The budget is calculated through 3/31/12 to coincide with CH2M HILL labor rate adjustment cycles. Budget is only expended for approved work; therefore, any remaining budget on 3/31/12 will continue to be used beyond 3/31/12 unless otherwise directed by the County.

Cause of Change

Much work is required to meet the green infrastructure (GI) program goals by 2018 outlined in the revised Administrative Consent Judgment (ACJ) of 2009. Due to the evolving nature of the GI Program, Amendment 2 was developed to get the program started through approximately the first 6 months of 2010. With the first GI construction project complete under the program and several designs underway, Amendment 3 includes the work details and additional budget necessary to progress the program over the next 1-2 years. This phase of the project is in many ways the most critical to achieving the stipulated milestone dates.

Scope of Work

Task 1: Program Management – Project Management: Project management (PM) efforts historically averaged approximately \$10,000/month; however, once the GI Program was fully initiated in 2009, PM costs increased to approximately \$20,000/month with the increase in needed subcontracts and property access approvals. With the GI Program firmly underway, we believe PM costs will stabilize at approximately \$15,000/month, therefore, we request an additional \$315,000 be added to the Task 1 budget to cover 21 months of efforts between 7/1/10 through 3/31/12.

Task 2: System Planning, Analysis and Special Studies – Microgreen Analyses: Under Task 2 we anticipate the following additional activities to support the GI Program:

- Developing new GI project opportunities to add to the implementation project list
- Updating the site-specific and program cost models
- Updating the site-specific and program Stormwater Management Model (SWMM) for GI
- GI Program tracking database maintenance

We are requesting \$337,000 be added to the Task 2 budget; this includes \$100,000 for SWMM updates and \$50,000 in geographic information system (GIS) updates from current subcontractors, Brown & Caldwell and Critigen, respectively.

Task 3: Institutional Arrangements – Ordinance & Incentive Program Development:

We are continuing to work with the City on review and modification of their stormwater plan reviews, stormwater ordinance, and tree ordinance. The next step is to review the rate structures for operating and maintaining combined sewer and green infrastructure facilities. The initial effort is a stormwater rate feasibility study. The effort and results will be largely determined by

type of program planned (i.e., urban or regional, maintenance only or maintenance and capital improvement planning). There are general task that should be considered when evaluating a stormwater utility:

- Communication plan – identify elected officials and stakeholders that will support/oppose such a potential program and identify target audiences (Chamber of Commerce, homeowner associations, faith based/non-profits, etc.). Coordinate with County's public involvement program.
- Legal Review – identify legal constraints (state and local).
- Level of Service – Formalize and develop a Stormwater Master Plan to demonstrate specific capital project needs and maintenance costs to illustrate the need for a dedicated stormwater fee.
- Rate Structure, Credits/Incentives – Base rate structure on contribution to stormwater (i.e., impervious area). Credits/Incentives provide rate relief to those who provide on-site stormwater management. Need to develop rates that match the level of service.
- Data Management and Billing – Track using geographic information system (GIS) and develop billing in accordance with existing billing mechanism.

We are requesting \$350,000 for this Task; this includes \$50,000 for Clough Harbor and Associates (CHA) in support.

Task 4: Public Involvement – County-City-Other Coordination and Stimulus Support:

Since initiation of the GI Program, bi-weekly County-City meetings have commenced to coordinate GI property planning, prioritization, design reviews, and approvals. It is anticipated that these meetings will continue throughout the program, either with the City or other landowners. We anticipate a level of effort of approximately \$12,000/month to support this which totals approximately \$250,000 to cover 21 months of efforts between 7/1/10 through 3/31/12. In addition, we anticipate supporting a stimulus grant application(s) for GI projects in the fall of 2010. This stimulus application budget includes 300 hours of CH2M HILL time and \$25,000 for CHA, totaling \$84,000. The Task 4 total request is \$334,000.

Task 5: Funding: We anticipate continuation of technical assistance and administrative support of the Green Incentive Fund (GIF) in addition to any additional assistance with respect to upcoming grants. We have budgeted 320 hours of CH2M HILL time and \$20,000 for CHA, respectively; this totals \$93,000.

Task 6: Green Concept Development – Green-Gray Implementation Concepts

Development: Task 6 is devoted to development of new GI project concepts that require further development before design can proceed (either by CH2M HILL or others); examples include the vacant lot program, green street program, Connective Corridor, etc. We have budgeted 1,050 hours of CH2M HILL time; this totals \$192,000.

Task 7: Design Development Assistance – Green Program Design Development and Harbor Brook Wetland Design:

The Amendment 2 budget was developed to kick-off the GI Program and support several designs and some construction. We are on target with this effort in 2010. Now that the program has been initiated, there is a need to ramp up the design and construction execution to meet ACJ GI milestones. We have provided GI Program anticipated annual expenditures based on the \$68 million GI Program cost. The following elements are included under this Task:

- Phase 1 Environmental Assessment support - \$94,000; ePhase/S&W Redevelopment
- Landscape Architecture support - \$240,000; EDR (WBE)
- Green roof structural analyses and design - \$160,000; Roofscapes
- Survey - \$162,000; EDR and Fisher (WBEs)
- CH2M HILL GI Project Design - \$1,284,000

Some design work may be subcontracted to meet schedule demands. The total GI project design budget totals \$1,940,000.

Also under the Task 7 budget is the design of a pilot and full-scale constructed wetland system to address flow discharge from CSO 018 (with future expansion capability for CSO 078). Services include the construction of the actual pilot system (\$165,000). Cost of the full scale system, construction support, and on-going operation and maintenance support is not included in this amendment as it is anticipated that the work will occur beyond the first quarter of 2012.

\$165,000 is budgeted for the State University of New York, College of Environmental Science and Forestry (SUNY ESF) to operate, monitor, and validate the pilot system. Total proposed services included in this amendment for this wetland system are estimated at \$895,000. As this is a different project from the GI projects designed to date and details have not been presented previously, a scope, level of effort and schedule is provided as Attachment 1.

The total budget request for Task 7 totals \$2,835,000.

Task 8: Services During Construction: To support the Task 7 Design Development budget above, we are requesting an additional \$226,000 in services during construction. This budget covers review of drawings, coordination meetings, answering questions associated with the design and implementation, etc.

Task 9: Monitoring – Infiltration Testing and Stormwater Monitoring Program: To support the Task 7 Design Development budget above, we are requesting an additional \$220,000 for soil infiltration testing; this includes \$162,000 of subcontractor support to conduct the tests and prepare reports. We have budgeted 294 hours of CH2M HILL time to outline testing areas and review reports.

In addition, CH2M HILL has participated in the Ambient Monitoring Program by providing GI Program updates, SWMM updates, and GIS mapping support. We anticipate this support continuing and have budgeted 720 hours of CH2M HILL time and \$30,000 of limited GI program monitoring for a total of \$174,000. It is anticipated that several GI projects should be constructed prior to substantial GI monitoring; therefore, it is anticipated that a significant amount of the GI monitoring program will be performed at a later date.

The total additional request for Task 9 is \$394,000.

Task 10: Program Support: Task 10 includes numerous coordination, presentation, mapping, signage, program publications, SEQRA compliance activities, and other miscellaneous and currently undefined efforts to support the GI Program. In the past, related requests totaled on average \$30,000/month. With the GI Program initiated, we anticipate this cost going down and stabilizing at approximately \$15,000/month; therefore, we have included 1,870 hours of CH2M HILL time resulting in a budget request of \$315,000.

GI Program Coordinator: This task will provide one full time employee to perform specific duties requested by the County including coordination with agencies such as: United States Environmental Protection Agency (EPA); New York State Department of Environmental Conservation (NYDEC); Environmental Facilities Corporation (EFC); the City of Syracuse, Onondaga Lake Partnership, and other program partners large (such as SUNY Upstate Medical University) and small.

Coordination will include:

- Design and implementation of a public information program and community relations program
- Tasks such as: GI RFP development, review and consultation, strategic marketing plan development and implementation, grant-writing, GI project development and programming
- Preparing written and oral reports for County, external agency and public use; participation in meetings with County staff members to identify, define, and review project difficulties; strategic planning and implementation of programs
- Assisting the County in working with federal and state regulators concerned with GI initiatives, as well as with community stakeholder organizations throughout Onondaga County.
- Communicating and coordinating various programmatic items with County Departments and other public agencies and entities as noted above.

- Providing program and project information about the GI Program to the public in a wide variety of settings. This will also involve data research including gathering and analyzing data from agency records and other governmental and non-governmental sources, then assembling and presenting data in a report format to the County Department while offering recommendations for actions.

We are requesting a budget of \$300,000 for this effort.

Impacts on Costs

This document proposes a \$5,691,000 increase to the contract budgets for the work described above. The breakdown for these costs is presented in Table 1.

Impacts on Schedule

A schedule extension is requested through December 31, 2012, although budgets have been revised only through 3/31/2012 to coincide with CH2M HILL labor rate adjustment cycles. It is also anticipated that budget will be remaining beyond 3/31/12, and this will allow the project team to continue working while additional budgets as needed are negotiated.

Need for Contract Amendment

To continue the work outlined above on a schedule consistent with RACJ mandates that is above the current contract amount, a contract amendment is required.

Approval of Change

CH2M HILL	Onondaga County
Signature:	Signature:
Name: Daniel P. Lynch	Name:
Date:	Date:

ATTACHMENT 1 - CHANGE NOTIFICATION BUDGET SUMMARY

Task #	Task/Subtask Title	Current Contract Budget (\$)	Approximate Amount Accrued Through 5/28/10 (\$)*	Additional Amount Requested (\$)	Revised Budget (\$)	Approximate Amount Remaining 5/28/10 Through 3/31/12 (\$)
1	Project Management	\$334,000	\$285,100	\$315,000	\$649,000	\$363,900
2	System Planning, Analysis and Special Studies	\$589,000	\$528,500	\$337,000	\$926,000	\$397,500
3	Institutional Arrangements	\$160,000	\$110,300	\$350,000	\$510,000	\$399,700
4	Public Involvement	\$72,000	\$48,600	\$334,000	\$406,000	\$357,400
5	Funding	\$30,000	\$14,500	\$93,000	\$123,000	\$108,500
6	Green Concept Development	\$59,000	\$44,800	\$192,000	\$251,000	\$206,200
7	Design Development Assistance	\$742,000	\$354,500	\$2,835,000	\$3,577,000	\$3,222,500
8	Services During Construction	\$60,000	\$4,400	\$226,000	\$286,000	\$281,600
9	Monitoring	\$352,000	\$226,700	\$394,000	\$746,000	\$519,300
10	Program Support	\$340,000	\$289,500	\$315,000	\$655,000	\$365,500
11	OC Project Coordination	\$0	\$0	\$300,000	\$300,000	\$300,000
TOTAL		\$2,738,000	\$1,906,900	\$5,691,000	\$8,429,000	\$6,522,100

*Expenses often lag invoices; this column includes amounts invoiced plus costs incurred for work performed to date but not yet invoiced.

Preliminary Work Plan to Implement a Constructed Wetland for Treatment of Combined Sewer Overflows

TO: Patricia Pastella/OCWEP
FROM: CH2M HILL
DATE: June 14, 2010
CH2M HILL PROJECT NUMBER: 381098

Introduction

The use of wetlands for treatment of wastewater and stormwater is an accepted practice worldwide, supported by fifty years of design and operational experience. Virtually all types of water have been treated with wetlands, but the use of wetlands for polishing combined sewer overflows (CSO) remains less explored, principally because of the combined challenge of episodic, high hydraulic loading (during winter or early spring snow melt events, or significantly large or intense storms). However, conventional treatment wetland design principles are expected to apply and the benefits typically attributed to wetlands treatment can reasonably be anticipated. The use of flow equalization, floatables and solids management, as well as flow recirculation to manage extended dry periods, are some of the techniques that will be employed to allow successful management of the design flow rates (1 year, 2 hour, 15 minute peak interval storm) for this system. The system will be designed to initially address flow discharge from CSO 018, with future expansion capability for CSO 078.

The Onondaga County Department of Water Environment Protection (WEP) is implementing a series of infrastructural engineering projects with the objective of improving the quality of stormwater discharged to Onondaga Lake and its tributaries, specifically CSO flows. Through previous investigations by faculty and doctoral students at the State University of New York College of Environmental Science and Forestry (SUNY ESF), concepts for the siting and design of a horizontal subsurface flow (HSSF) constructed wetland have been developed. A subsurface flow wetland consists of a shallow (2-3 feet) bed of gravel or soil media planted with wetland species, with treatment occurring as water flows below the media surface through the plant root zone. Other types of constructed treatment (e.g., constructed surface flow, vertical subsurface flow) may warrant further consideration.

This memorandum provides an outline of a Work Plan and preliminary schedule and budget to implement the proposed constructed treatment wetland project. Because of the variety of stakeholders involved, and the relatively novel application of treatment wetlands for CSO management, an adaptive management approach is proposed to build upon knowledge gained incrementally throughout the project to achieve a pragmatic and practicable final design. This is projected to include a pilot testing phase and systematic and consistent outreach and stakeholder involvement to ensure community acceptance.

Preliminary Work Plan

The project work plan is divided into multiple phases to establish project feasibility, implement a pilot system, develop a preliminary and final design, and construct and operate the system. The intention of this plan is to create a structure within which design input will be received by local involved University partners, who will in turn perform operational monitoring.

- 1) **Conceptual Feasibility Study:** Determination of the feasibility of a constructed treatment wetland is based upon a technical assessment of the availability of suitable area consistent with the desired system performance to achieve water quality requirements; a review of pertinent regulations to ensure that the system will be able to comply with existing rules and water quality criteria; an assessment of the community acceptance of the project; and an economic analysis of the capital and operational costs of construction and operation weighed against the anticipated benefits and available or prospective funding.
 - a) **Technical Assessment:** The technical analysis of a feasibility study is divided into an assessment of the likely performance of the wetland for assumed or targeted flows and concentrations; development and comparative analysis of a range of practical alternatives; and an analysis of site constraints and their potential solutions.
 - i) **Alternatives Development:** From the information available, a total of three potential locations for the constructed wetlands will be selected for feasibility analysis. Conceptual descriptions of the types and area of treatment wetlands, conveyance requirements, vegetation types, and general configuration will be developed for each alternative.
 - ii) **Performance Assessment:** Available information on the flow and quality of the water to be treated will be assembled, reviewed and reduced to a form suitable for treatment modeling analysis. Available maps and imagery of prospective construction areas will be assembled and reviewed to develop an understanding of the conceptual location and area of land parcels available that may be suitable for conversion to a treatment wetland. Preliminary treatment modeling will be performed to estimate monthly water quality performance and wetland water budget within the area available.
 - iii) **Constraints Analysis:** Available GIS information will be compiled to establish data base layers for land use, wetlands, topography, drainage features, soils, flood elevations, and known corridors and rights-of-way that could affect site layout and configuration.
 - b) **Regulatory Review:** A brief summary will be prepared of pertinent water use, quality and land use regulations that govern the conversion of the candidate areas to wetlands, diversion of water to the wetland, and quality of water required for discharge. A planning and coordination meeting will be held with local regulatory agency representatives to review regulatory requirements and provide background information on the project. A meeting summary will be prepared.

- c) **Economic Analysis:** Conceptual planning-level costs will be prepared for the alternatives to provide a basis of comparison and preliminary budget planning.
 - d) **Community Acceptance and Public Use:** A public meeting will be held at the beginning of the project to provide background information on constructed treatment and to determine extent of public interest in recreational and educational uses of the wetlands to interested citizens, local environmental groups, and homeowner's associations. When useful and appropriate, photo-simulations (or architectural renditions) of alternatives will be developed to help convey alternatives to the public. Minutes and powerpoint presentations for each meeting will be prepared.
 - e) **Feasibility Assessment:** A report will be prepared summarizing the key findings of the project tasks assessing the technical, regulatory and economic features of the alternatives. Key constraints will be identified, solutions proposed, and a preferred alternative will be determined and described. Technical aspects of the project that warrant pilot testing will be described and the benefits and constraints of a pilot system will be described. A draft and final version of the report will be prepared for comment by WEP.
- 2) **Pilot:** A reduced-scale version of the project will be designed, constructed and monitored as a pilot system. The purpose of the pilot system will be to provide a basis for estimating pollutant removal rates, hydraulic characteristics of the wetland, confirm plant species suitability, and to provide experience for the County and stake holders to confirm operational requirements and the benefits and aesthetic features of the project. The pilot system will be tested through at least one full growing season, and if feasible, will be continued through a second year of operation.
- a) **Research Plan:** A research plan will be prepared to describe the location, size, conveyance, features, preliminary cost opinion, operation, and testing requirements of a pilot constructed treatment wetlands. The research plan will detail the operational requirements and responsibilities of the County and project partners in the implementation of the project. Research hypotheses will be presented and a monitoring plan will be prepared.
 - b) **Design and Specifications:** A preliminary and final design will be prepared for the pilot system. The design will be prepared to be suitable for public bidding and construction by qualified contractors. Plan and profile views of the wetland will be prepared. Details will be included of all embankment cross-sections, control structures, planting, and monitoring structures. Construction specifications will be prepared for project features and materials. Project startup operations will be described, including likely adjustments to flow, water levels and vegetation. Permitting requirements will be determined and all required permits will be obtained. A final cost estimate will be prepared. Project bid documents will be prepared consistent with typical County practice.
 - c) **Construction Services:**
 - i) Project bid documents will be prepared and advertised, consistent with County requirements. A pre-bid conference will be held to describe the project, review

the plans, describe the requirements, respond to questions, and review the proposed construction site. Addenda will be prepared as necessary. Bids received from qualified bidders will be reviewed for consistency with bid requirements. Accepted bids will be ranked and a preferred bidder will be recommended to the County for approval and authorization.

- ii) A pre-construction meeting will be held with the approved contractor to review the project, milestones, acceptance criteria, and respond to questions. The pilot system will be constructed at the selected location consistent with permit requirements. The project will be constructed with the objective of completing and stabilizing project grades before introducing water to the system, establishing and testing the water control system prior to plant installation, and installing the plants in an appropriate season. Progress will be reviewed at appropriate milestones during construction. Final acceptance of the construction will be issued only after confirmation that the system elevations, water level controls, plant installation and final site condition meet all specifications of the design. Public environmental educational organizations will be invited to participate during planting and site maintenance, consistent with County requirements or preferences.
 - iii) The operation of the pilot system will commence with the confirmation that all design and construction specifications have been achieved successfully. A start-up protocol will be prepared to guide the initial operation of the system, followed by typical operations in accordance with the proposed operational plan.
 - d) Operational Monitoring: The pilot system will be operated through two complete years. Specific responsibilities of operation will be described and confirmed with the County. Periodic operational review meetings will be conducted to review performance data, confirm operational success and for trouble-shooting, as necessary. The water quality, hydrology, and vegetation of the pilot system will be monitored to determine system performance.
 - e) Analysis and Reporting: Monthly data summaries will be prepared. Data and operational activities and findings will be summarized on a quarterly basis. A final report will be prepared at the conclusion of the second year. WEP will provide general construction management and inspection, CH2M HILL will provide quality assurance and review of monitoring data and monitoring contractor work products.
- 3) Schematic Design (30%) Design: A preliminary design for a full-scale wetland will be prepared.
- a) Site Planning and Data Collection: The location of the wetland will be finalized. Site survey and engineering data will be collected. Base maps of the site will be developed. Utility data will be collected and confirmed.
 - b) Conceptual Plan: A preliminary plan will be prepared, showing the configuration of wetland cells, grade elevations, water level control structures, inflow and outflow piping and conveyance, vegetation species and planting plan, media and soil materials and specifications, and site access.

- c) **Planning-Level Cost Estimate:** A preliminary Level 3 cost opinion will be prepared summarizing the construction cost of the project.
- d) **Community Outreach:** A public meeting will be held during the planning phase of the project to present information on the intent, design status and findings of the pilot project to-date.
- 4) **Final Design and Permitting:** A final design for a full-scale wetland will be prepared. Local environmental permits will be procured from the pertinent state and federal agencies.
 - a) **Final Plan Preparation:** A final plan will be prepared, showing final construction details for the complete wetland site. Detailed plans for the site layout, grading, piping, structures, planting, details, erosion control, and monitoring systems. Final permit applications will be prepared. One permit application will be submitted at the 60% level of completion, and one meeting will be held to present the permit application. A total of two responses to requests for additional information will be prepared. Response to agency requests for additional information will be scoped and authorized separately for each request. The plans will be prepared in 60%, 90% and 100% stages.
 - b) **Final Cost Estimate:** Final cost opinions will be prepared at the 60%, 90% and 100% completions summarizing the construction cost of the project.
 - c) **Community Outreach:** A public meeting will be held during this phase of the project to present information on project design and status.
- 5) **Construction and Establishment:**
 - a) **Bidding and Selection:** Project bid documents will be prepared and advertised, consistent with County requirements. A pre-bid conference will be held to describe the project, review the plans, describe the requirements, respond to questions, and review the proposed construction site. Addenda will be prepared as necessary. Bids received from qualified bidders will be reviewed for consistency with bid requirements. Accepted bids will be ranked and a preferred bidder will be recommended to the County for approval and authorization.
 - b) **Construction:** A pre-construction meeting will be held with the approved contractor to review the project, milestones, acceptance criteria, and respond to questions. The contractor will mobilize to the site, and conduct all site preparation necessary for construction. The wetland system will be constructed at the selected location consistent with permit requirements. The project will be constructed with the objective of completing and stabilizing project grades before introducing water to the system, establishing and testing the water control system prior to plant installation, and installing the plants in an appropriate season. Progress will be reviewed at appropriate milestones during construction. Final acceptance of the construction will be issued only after confirmation that the system elevations, water level controls, plant installation and final site condition meet all specifications of the design. The contractor will demobilize from the site consistent with specifications and County and permit requirements. WEP will provide general construction

management and inspection, CH2M HILL will provide quality assurance inspections.

- c) **Start-up and Establishment:** The operation of the wetland system will commence with the confirmation that all design and construction specifications have been achieved successfully. A start-up protocol will be prepared to guide the initial operation of the system, followed by typical operations in accordance with the proposed operational plan.
 - d) **Final Acceptance and As-Built:** Final acceptance will be granted with the completion of all success criteria and satisfactory response to all final punch list items. A final set of as-built plans will be prepared documenting all final elevations and modifications as required to construct the system.
- 6) **Operation:** Specific responsibilities of operation will be described and confirmed with the County. Periodic operational review meetings will be conducted to review performance data, confirm operational success and for trouble-shooting, as necessary. CH2M HILL will provide quality assurance and review of monitoring data and monitoring contractor work products.

Preliminary Schedule and Budget

Figure 1 provides a preliminary schedule for the activities outlined in this Work Plan. Table 1 summarizes a preliminary budget for the proposed activities.

TABLE 1
Preliminary Schedule for CSO Wetland Planning, Piloting, Design and Construction

Task Title	Mo/Yr	2011												2012												2013												
		Seq												Chron												Chron												
		1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	
1) Feasibility																																						
a) Technical Assessment																																						
b) Regulatory Review																																						
c) Economic Analysis																																						
d) Community Outreach																																						
e) Feasibility Assessment																																						
2) Pilot																																						
a) Planning																																						
b) Design																																						
c) Construction and Startup																																						
d) Operational Monitoring																																						
e) Analysis and Reporting																																						
3) Conceptual Planning																																						
a) Siting																																						
b) Conceptual Plan																																						
c) Planning-Level Cost Estimate																																						
d) Scheduling																																						
e) Community Outreach																																						
4) Design																																						
a) Schematic																																						
b) Final																																						
c) Community Outreach																																						
5) Construction and Establishment																																						
a) Construction																																						
b) Start-up and Establishment																																						
c) Final Acceptance																																						
d) Community Outreach																																						
6) Operation																																						

TABLE 1
Preliminary Budget for CSO Wetland Planning, Piloting, Design and Construction

Task	Title	Construction	Sub-contractor	CH2M HILL Labor	Task Manager	Senior Engineer	Junior Engineer	Technical Support
1)	Feasibility							
a)	Technical Assessment				8	24	40	20
b)	Regulatory Review				8	24	40	20
c)	Economic Analysis				8	8	40	20
d)	Community Outreach				8	24	24	20
e)	Feasibility Assessment				8	40	40	20
	CH2M HILL Labor Hours Task 1				40	120	184	100
2)	Pilot (2-year)	\$ 165,000						
a)	Research Plan				8	24	40	20
b)	Design and Specifications				8	24	160	20
c1)	Bidding				8	16	16	8
c2)	Construction Review and Startup				24	24	96	24
d)	Operational Monitoring*		\$110,000		24	0	0	24
e)	Analysis and Reporting*		\$55,000		24	0	0	24
f)	Quality Assurance Review				8	40	0	8
	CH2M HILL Labor Hours Task 2				104	128	312	128
3)	Schematic Design							
a)	Siting				8	16	40	8
b)	Preliminary Plan				8	16	40	16
c)	Planning-Level Cost Estimate				8	16	40	8
d)	Scheduling				4	4	24	8
e)	Community Outreach				8	12	12	12
	CH2M HILL Labor Hours Task 3				36	64	156	52
4)	Final Design and Permitting							
a)	Final				100	240	440	200
b)	Community Outreach				20	40	60	20
	CH2M HILL Labor Hours Task 4				120	280	500	220
5)	Construction and Establishment	\$ 900,000						
a)	Bidding and Selection				8	16	16	8
b)	Construction				60	40	200	200
c)	Start-up and Establishment				8	24	40	20
d)	Final Acceptance and As Builts				8	16	32	8
e)	Demobilization				8	0	8	4
	CH2M HILL Labor Hours Task 5				92	96	296	240
	CH2M HILL Labor Hours Tasks 1-5			3,268				
6)	Operations, Monitoring, Reporting*		\$165,000		48	0	0	24
a)	Quality Assurance Review				8	40	0	8
	CH2M HILL Labor Hours Task 6			128	56	40	0	32
	CH2M HILL Labor Hours Total			3,396	448	728	1,448	772

	Project Totals	7/1/2010- 3/31/2012 (Tasks 1-5)	4/1/2012- 2013 (Task 6)	Project
	Labor Tasks 1-5	\$509,000	\$0	\$509,000
	Labor Task 6 (2012)	\$0	\$25,350	\$25,350
	*University Subcontractor	\$165,000	\$165,000	\$330,000
	Pilot Construction	\$165,000	\$0	\$165,000
	Expenses	\$56,000	\$2,650	\$58,650
	Subtotal	\$895,000	\$193,000	\$1,088,000
	Full-Scale Construction	\$900,000	\$0	\$900,000
	Total	\$1,795,000	\$193,000	\$1,988,000

A M E N D M E N T

The County of Onondaga (County) and CH2M Hill (Contractor), at 290 Elwood Davis Road, Suite 290 Syracuse NY 13088 agree that:

County and Contractor made a contract numbered 33808.

The Scope of Services is hereby amended to include the services stated, as stated, in the CSO Program Management/Gray-Green Infrastructure, Contract 33808, Amendment No. 4 dated November 9, 2011 incorporated and made part of this agreement.

Contract numbered 33808 is hereby amended such that the term of contract numbered 33808 is hereby extended until December 31, 2015 and the compensation which County will pay to Contractor under contract numbered 33808 is increased by not more than \$8,700,000.00.

Contract numbered 33808 is also hereby amended to include the New York State Environmental Facilities Corporation Contract and Subcontract language for Environmental Facilities Corporation's State Revolving Fund Minority and Woman-Owned Business Enterprises-Equal Employment Opportunity revised on October 1, 2011, stated, as stated in the Appendix A incorporated and made part of this agreement.

In all other respects, Contract numbered 33808, as amended, is hereby ratified and confirmed except as herein amended.

In witness whereof, County and Contractor have executed the writing of this agreement on the dates hereafter written.

County of Onondaga

Dated: 12/16/11, 20

By: Joanne M. Mahoney
Joanne M. Mahoney, County Executive KMD

CH2M Hill

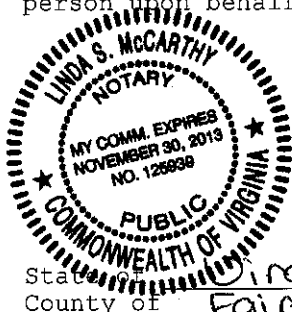
Dated: December 14, 2011

By: Daniel P. Lynch
DANIEL P. LYNCH, VICE PRESIDENT

Form 1

State of Virginia
County of Fairfax ss.:

On the 14th day of December in the year 2011 before me the undersigned, personally appeared Daniel P Lynch, 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 (he or she or they) executed the same in his (his or her or their) capacit(y)(ies), and that by his (his or her or their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

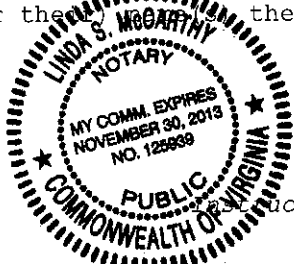


Linda S. McCarthy

Form 2

State of Virginia
County of Fairfax ss.:

On the 14th day of December in the year 2011 before me personally came Daniel P Lynch, who, being by me duly sworn, did depose and say that he (he or she or they) reside(s) in Fairfax County Virginia (if the place of residence is in a city, must include the street and street number, if any); that he (he or she or they) is (are) the Vice President (must be corporation's president or other officer or attorney-in-fact duly appointed) of CH2M Hill, the corporation described in and which executed the above instrument; and that he (he or she or they) signed his (his or her or their) thereto by authority of the board of directors of said corporation.



Linda S. McCarthy

Instructions to Contractor About Signing and Acknowledging

If the contractor is an individual, a partnership, a limited liability company, an unincorporated association, or any entity, other than a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in only the Form 1, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, only Form 1, above.

If the contractor is a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in both the Form 1, above, manner and in the Form 2, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, both Form 1, above, and Form 2, above.

CSO Program Management/Gray-Green Infrastructure, Contract 33808, Amendment No. 4

To: Tom Rhoads/OCWEP
Cc: Matt Millea/OCE
Michael Lannon/OCWEP
Daniel Lynch/CH2M HILL
Matthew Marko/CH2M HILL
From: Rita Fordiani/CH2M HILL
Date: November 9, 2011

Summary of Change

To continue to manage the Onondaga County (OC) Save the Rain Green Infrastructure (GI) Program, modifications are required to the following tasks:

- Task 1 - Program Management
- Task 2 - System Planning, Analysis and Special Studies
- Task 3 - Institutional Arrangements
- Task 4 - Public Involvement
- Task 5 - Funding
- Task 6 - Green Concept Development
- Task 7 - Design Development Assistance
- Task 8 - Services During Construction
- Task 9 - Monitoring
- Task 10 - Program Support
- Task 11 - Program Coordination

Details are provided below under Scope of Work. In addition, this amendment requests an extension in the contract end date of 12/31/12 to 12/31/15. The budget is calculated through 3/31/14 to coincide with CH2M HILL labor rate adjustment cycles. Budget is only expended for approved work; therefore, any remaining budget on 3/31/14 will continue to be used beyond 3/31/14 unless otherwise directed by the County.

Cause of Change

Much work is required to meet the GI Program goals by 2018 outlined in the Fourth Stipulation of the Amended Consent Judgment (ACJ) of 2009. Due to the evolving nature of the GI Program, Amendment 4 includes funding requests for work performed or to be performed in 2011 that was not initially included in Amendment 3 such as: 1) additional costs for an increased level of effort associated with Project 50; 2) expansion of the CSO 018 wetland pilot design to include an in-line grit and floatables system; 3) coordinating construction inspection of all GI projects and inspecting approximately 21 GI projects; 4) on-going GIS and maintenance database (Maximo) support; and 5) amplified Green Improvement Fund (GIF) administration. In addition, Amendment 4 includes the additional budget necessary to progress the program over the next 2 years; this includes the development of the GI modeling effort.

Project 50 was a tremendous boost to starting up the GI implementation as shown in Table 1.

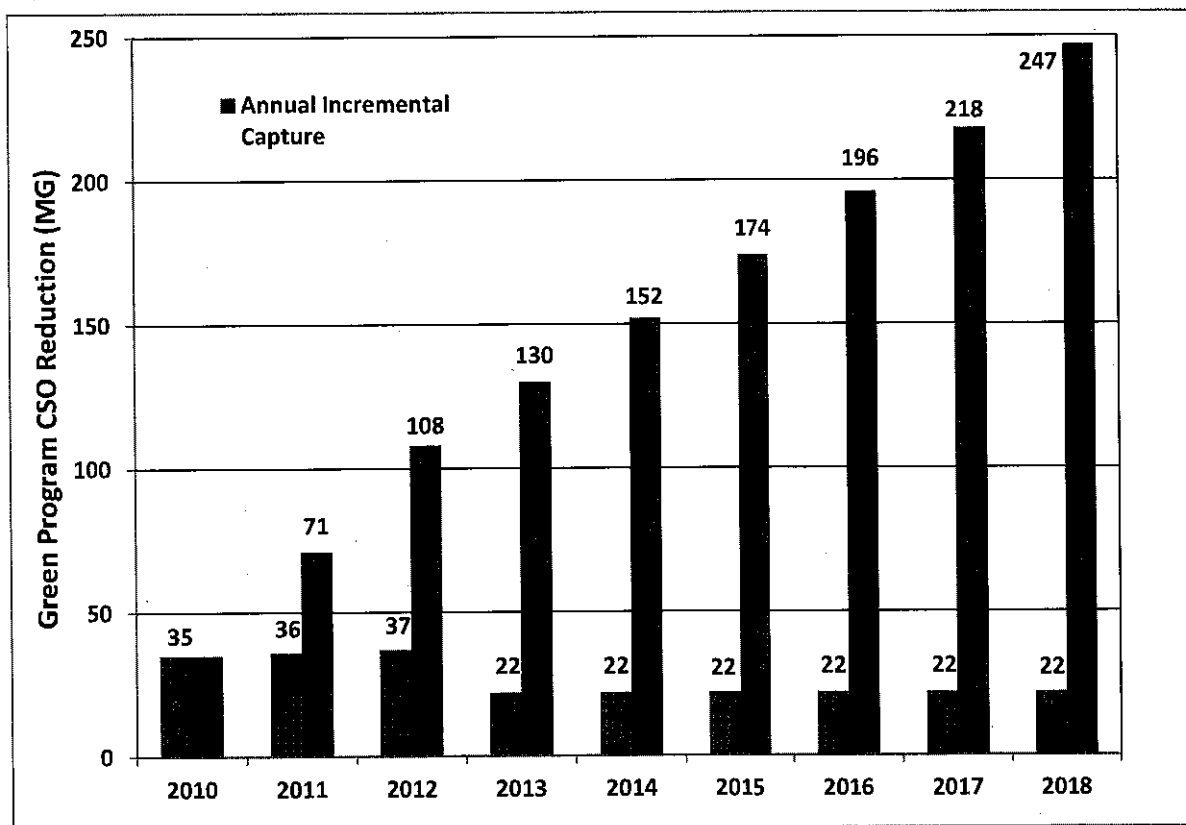
Table 1 - Project 50 Status:

Projects Completed	13*
Projects Under Construction	17
Projects in Contract Phase	8
Projects in Bid Phase	13
Projects in 90% Design Phase	1
Projects in 50% Design Phase	3
Projects in Fieldwork Phase	2
Projects in Concept Phase	1
Other Projects	11
GIF Projects Under Contract	19
Total Projects (as of 9/13/11)	88

*M-17 was contracted and project broke ground in 2010, so it is not part of Project 50.

This next phase of the program is equally critical to continue the momentum toward achieving the stipulated ACJ milestone dates for the GI program. Figure 1 shows the GI annual and cumulative CSO volume reduction currently estimated for the program. The calculations used to develop the Figure 1 estimates for 2010-2012 require confirmation using the County's Stormwater Management Model (SWMM) as required by the ACJ.

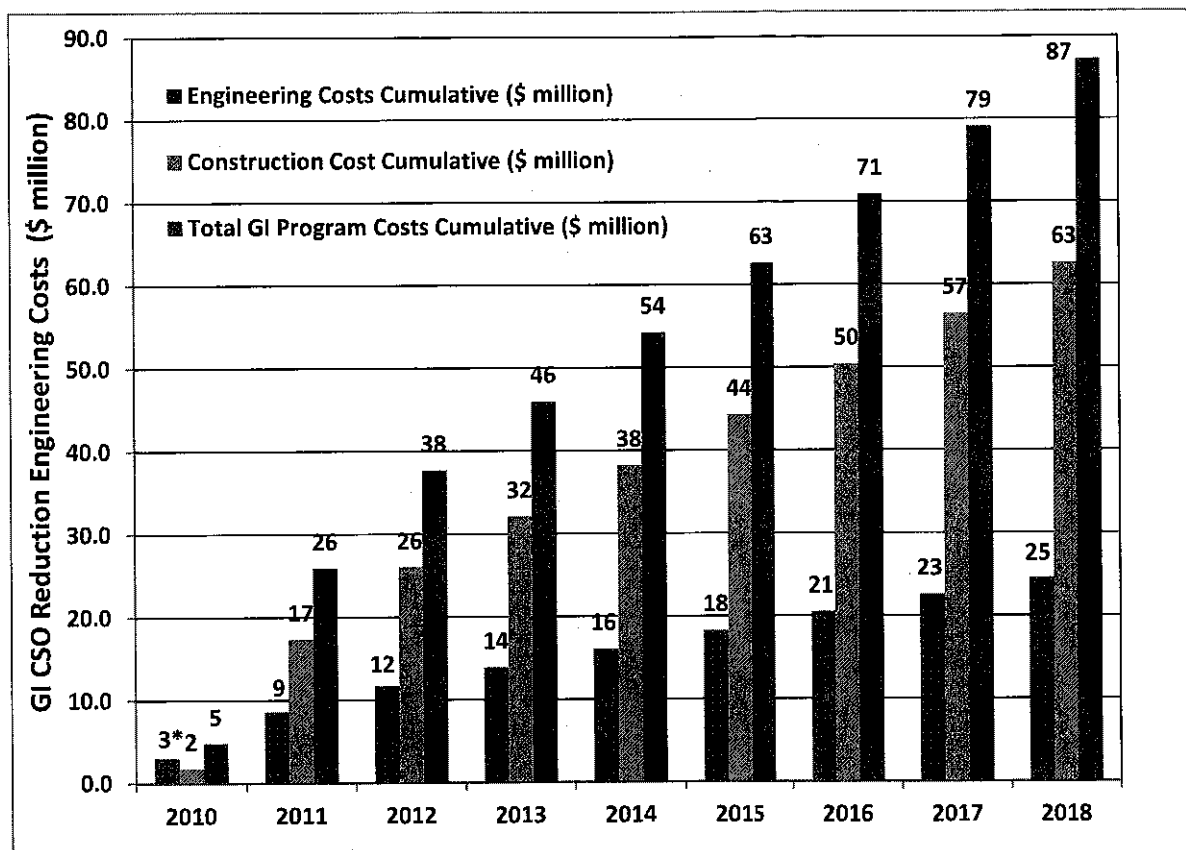
Figure 1



NOTE: A significant portion, approximately 15 million gallons (MG)/year, of the annual CSO reduction projected in 2012 is a result of the Harbor Brook wetland treatment system.

CH2M HILL presently has approximately 70-80 GI opportunities identified to pursue over the next 2 years and will be continually working to develop new opportunities as the program progresses. We anticipate program expenditures as shown in Figure 2.

Figure 2



*2010 Cumulative Engineering Costs include 2009 engineering costs.

NOTE: Costs were projected in September 2011 and include County and GIF projects as well as green infrastructure projects implemented by others that commit County funds (such as Inter-Municipal Agreements for Connective Corridor). Actual expenditures will lag committed costs.

Details of Amendment 4 follow.

Scope of Work

Task 1: Program Management – Project Management: Project management (PM) efforts, including management of approximately 12 subcontracts and maintenance of the CH2M HILL Program Sharepoint site, average approximately \$15,000/month. Current budget remaining was estimated through 3/31/2012. Amendment 4 Task 1 budget is estimated through 3/31/2014; therefore, we request an additional \$355,000 be added to the Task 1 budget to cover an additional 24 months of service between 3/31/12 and 3/31/14.

Task 2: System Planning, Analysis and Special Studies: Under Task 2 we anticipate the following additional activities to support the GI Program. Each item below is assumed to continue through 3/31/14 except as noted.

- Microgreen Analyses – Continuation of previous work developing new GI project opportunities to add to the implementation project list. No additional budget is required as sufficient budget remains from Amendment 3.
- GI Program Database Management – Continuation of site, stormwater capture, and cost detail management and mapping as site advances from opportunity to concept to design to construction. No additional budget is required as sufficient budget remains from Amendment 3.
- GI Maintenance Standard Maintenance Procedure (SMP) Coordination with County Maximo – New subtask to continue coordinating details and/or developing new information required of site maintenance procedures for uploading into the County's maintenance database: Maximo. We anticipate developing approximately 10 SMPs in addition to identifying all GI maintenance components for the program and are requesting \$55,000 to support this effort.
- County GIS Support – Continuation of providing GIS services per request in support of both the Save the Rain and Ambient Monitoring Programs. No additional budget is required as sufficient budget remains from Amendment 3.
- County GIS Enhancement – New subtask where CH2MHILL staff works with OCWEP to develop and implement a database model. One of the most important components of an Enterprise GIS system is a clearly defined, well-structured database model that fits the needs of the users. A database model is a collection of objects, feature classes and attributes. The model can be tailored to meet future evolving project requirements for data management as well as integration with other systems (such as the County's maintenance database: Maximo). In coordination with County staff, CH2MHILL will prepare and deliver the schema, data dictionary, and an illustrative diagram showcasing how the database model will incorporate the OCWEP production database. At the end of the task, OCWEP will have a working data model that includes a set of versioned databases, customized with their existing data. This task does not propose to perform any data editing or clean up of incorrect values; however, a memo will be prepared that provides a listing of known data issues that need to be resolved. We are requesting \$55,000 to support this intensive 3-month effort.

Background: As outlined in a July 31, 2011 memo to Matt Millea entitled Recommendations for Expanded Implementation of Onondaga County's Enterprise GIS, the County recently invested in an Enterprise GIS system and is using OCWEP as the first department in the County to deploy the new GIS infrastructure. The memo provided cost-effective recommendations that would facilitate the transition to the Enterprise system, including the purchase of two additional software licenses and investment in training and education of GIS administrator staff at SOCPA and OCWEP. This additional CH2M HILL task will provide an additional level of GIS support to OCWEP. This task is considered independent of the recommendations contained in the July memo.

- Net Environmental Benefit Analysis (NEBA) – New subtask to develop benefit quantifications and valuations/cost savings. Some benefits are realized on a project scale while others become more critical on a programmatic scale. This effort will focus on Project 50. Categories include the following:
 - Water quantity – include vegetation interception and reduced wastewater treatment

(cost savings) at METRO

- Water quality – calculate pollutant load reductions: biochemical oxygen demand (BOD5), total suspended solids (TSS), total phosphorus (TP), total nitrogen (TN), fecal coliform (FC)
- Energy – calculate reduced energy needs for heating/cooling and for wastewater treatment
- Air quality - calculate emissions reductions: nitrogen dioxide (NO2), sulfur dioxide (SO2), ozone (O3), particulate matter (PM-10), volatile organic compounds (VOC)
- Climate change - calculate carbon dioxide (CO2) emissions reductions

We are requesting \$100,000 for the NEBA analyses associated with the above 5 categories with the majority of this effort occurring in the first six months developing templates for future years and initial results based on Project 50. The deliverable includes a technical memorandum summarizing calculated benefits per GI site and a cumulative total for the program. Supporting calculations and assumptions will be provided in electronic format for future use by the County. These calculations for the County's GI Program will provide positive public relations benefit and continue to promote the County as a leader in GI programs nationwide.

In total for Task 2, we are requesting \$210,000.

Task 3: Institutional Arrangements – Ordinance & Incentive Program Development: In the past we have worked with the County and the City of Syracuse on ordinance reviews and revisions to promote the advancement of green infrastructure and ease of access to City-owned properties. Under Amendment 3, there was a County request to begin evaluation of a stormwater utility; this effort is currently on hold. At this time we do not anticipate a significant effort under Task 3; therefore, we propose transferring out \$250,000, leaving a budget of approximately \$60,000 for future related efforts as they arise such as the recently released Draft Syracuse Land Use & Development Plan.

Task 4: Public Involvement – County-City-Contractor-Other Coordination and SERP/SEQR/SHPO Support: Since initiation of the GI Program, bi-weekly County-City meetings have commenced to coordinate GI property planning, prioritization, design reviews, and approvals. It is anticipated that these meetings will continue throughout the program, either with the City or other landowners. In addition, we are working with the contractor community to educate and promote involvement in constructing GI. We are also leading the SERP/SEQR/SHPO coordination efforts for the GI program and will continue to lead all permit and approval efforts for the GI projects we design. We anticipate a level of effort of approximately \$10,000/month to support Task 4 services through 3/31/14. This includes a monthly maximum subcontract to Paramount of \$7,500 to lead the contractor education and involvement for all GI projects including those designed by others and through the Green Improvement Fund (GIF). Some budget is still available from Amendment 3; therefore, we are requesting an additional \$50,000 to support this level of effort.

Task 5: Funding: We anticipate continuation of technical and administrative leadership of the Green Improvement Fund (GIF) in addition to any additional assistance with respect to upcoming grants. During 2011, we coordinated the review of over 30 GIF projects and supported 5 grant efforts: 1) ARRA GI Program Funds; 2) GIGP War Memorial; 3) GIGP Wetland; 4) WPDG Wetland; and 5) Civic Strip GI Program. CH2M HILL also provided additional administration through

advancement of GIF 2.1. This is an increased level of effort from what was anticipated in Amendment 3. We anticipate as many as 70 applications over the next 2 years; therefore, we are requesting \$345,000 for GIF and future grant support.

Task 6: Green Concept Development: Task 6 is devoted to development of new GI project concepts that require further development before design can proceed (either by CH2M HILL or others); examples include the libraries, schools, parks, post offices, fire houses, green streets, vacant lots, Connective Corridor, coordination with the gray program, etc. Our monthly task cost averaged approximately \$16,000 during the initial development period under Amendment 3. Although developing relationships and initiatives is time-consuming, we estimate a reduction in the monthly efforts required. For Amendment 4, we are requesting \$476,000 (\$14,420/month) to continue the work started under Amendment 3; this includes \$100,000 for Atlantic States Legal Foundation (ASLF) support of GI project concept development and management of the vacant lot program (25% GI project concept development; 75% vacant lot program with a goal of advancing 25 vacant lot projects over the next 1-2 years). Some of these initiatives take a longer time to develop than others. For example, the Onondaga County Public Libraries projects (5 in total) have been in development since 2009 and are expected to be constructed in spring 2012. Discussions with the Syracuse City School District, Parks Department, Fire Department, Department of Public Works, and Downtown Committee are resulting in numerous projects in the 2011 construction season, with more to be constructed in 2012. Beyond our municipal initiatives, we are showing progress with the United States Postal Service, state authorities and private partners such as SUNY Upstate and Syracuse University. Work on identifying additional green streets, vacant lots, additional phases of the Connective Corridor, and greening other gray projects will continue during 2012 and beyond.

Task 7: Design Development and Harbor Brook Wetland Design: Project 50 was initiated after the approval of Amendment 3 and exceeded the GI implementation level of effort anticipated at the time, achieving approximately 30% more CSO reduction. We are currently withholding billings as we are completely out of design budget. We are requesting \$4,290,000 as a design budget for completion of services in 2011 and to continue through 3/31/2014 at approximately \$100,000/month.

This request includes the completion of the Harbor Brook Wetland Treatment System which was only partially budgeted in Amendment 3. Cost of the expanded design (funds already expended) to include an in-line grit and floatables system and a 2-year monitoring program for the full-scale pilot is included in Amendment 4. See the Project Definition Report as approved by the County for an explanation of the details and costs on the design expansion (CH2M HILL January 2011). This is a pilot of a unique wetland application for CSO treatment in a northern climate; therefore, monitoring of the 3 cells – all of which are viable and have pros and cons – is critical to determining the most cost-effective and viable solution in this community setting. Any future modifications to the pilot configuration of the wetland would be evaluated against life cycle (capital, operation and maintenance) costs; no or minimal modifications may be required. This 3-cell pilot approach was initially developed by CH2M HILL with the County as wetland technology is being considered for other locations in the County (such as CSO 078).

Work accomplished on the full-scale pilot wetland treatment system under Amendment 3 included:

- Feasibility/Project Definition Report (10-30% level of design)
- Basis of Design Report and Drawings (30-60% level of design)
- Draft Design Report, Drawings, Technical Specifications (60-90% level of design)

- Draft Quality Assurance Project Plan (i.e., monitoring plan for 2-year pilot program)
- Draft Operations & Maintenance Plan
- Joint Application for Permit submitted to New York State Department of Environmental Conservation (NYSDEC) and U.S. Army Corps of Engineers (USACE). This included the Draft Design Report, Drawings, Technical Specifications, Quality Assurance Project Plan, and Operations & Maintenance Plan
- State Environmental Quality Review (SEQR) Negative Declaration received
- U.S. Army Corps of Engineers Provisional Authorization received
- 6 community outreach meetings including local presentation displays
- Confirmation of no NYSDEC jurisdiction regarding the compensatory storage construction

Additional budget under Amendment 4 is required to complete the following:

- Finalize the Design Report, Drawings, Technical Specifications (100% level of design); Quality Assurance Project Plan; and Operations & Maintenance Plan
- Perform the tasks assigned in the Quality Assurance Project Plan and Operations & Maintenance Plan
- Continue coordination with regulatory agencies to secure permits and approvals for the pilot wetland treatment system construction
- Continue public outreach

It is assumed that all permits will be in place by the second quarter of 2012 to allow for completion of construction and establishment of wetland plants. Monitoring will occur from third quarter 2012 through the end of second quarter 2014.

CH2M HILL will continue to lead all permit and approval efforts for the GI projects we design. In addition, the GI requirements of the Onondaga County CSO Facilities Plan for CSOs 027, 029, 052, 060/077, and 067 (CH2M HILL 2011) are understood to be part of the GI Program and the aggressive GI targets established are incorporated throughout current and future projects implemented through 2018.

The following subcontractors are also included under Task 7:

- \$250,000 is budgeted for the State University of New York, College of Environmental Science and Forestry (SUNY ESF) to operate, monitor, and validate the pilot system.
- \$200,000 of additional budget owed to CHA, Inc. for additional design services required for the wetland treatment system pilot including the in-line grit and floatables system.
- \$200,000 is budgeted for a women business enterprise (WBE) landscape architecture company such as Viridian for SDC support.

Task 8: Services During Construction (SDC) and Inspection Services: In addition to design engineer services during construction, the County has requested CH2M HILL to provide inspection services for approximately 12-20 projects in 2011. Services during construction include pre-construction and coordination meetings; review of submittals; responding to Requests for Information (RFIs); review of claims, modifications, and change orders; and other engineering support associated with project implementation. Inspection services and management thereof will

focus on construction quality, communication and documentation of field work, warranties, and maintenance. Design/Construction Review Meetings with County staff will continue on a weekly basis depending on program needs in addition to on-site meetings. Construction progress reports and project completions reports will also be prepared. Inspection services and management thereof were not included in Amendment 3. It is anticipated that there will be similar SDC and inspection services and management thereof needed in future construction seasons. The Harbor Brook Wetland Treatment System will require more extensive construction support and inspection services. Under Amendment 4, we are requesting \$1,055,000 for SDC and inspection services and management thereof. Inspection services and management will fluctuate throughout the year from zero to 100% full-time.

The following subcontractors are also included:

- \$225,000 is budgeted for a minority business enterprise (MBE) engineering inspection company such as Bryant and/or Savin (depending on availability of inspectors).
- \$117,000 is budgeted for CHA, Inc. for inspection services associated with the construction of the full scale wetland treatment and grit and floatables system.
- \$100,000 is budgeted for a women business enterprise (WBE) landscape architecture company such as Viridian for SDC support.

Below is a breakdown of the costs associated with Task 8.

Activity	CH2M HILL	Subcontractors	TOTAL
Services During Construction	\$200,000	\$100,000	\$300,000
Inspection*	\$413,000	\$342,000	\$755,000
TOTAL	\$613,000	\$442,000	\$1,055,000
*Inspection hours to be billed at a field rate multiplier of 2.5.			

Task 9: Monitoring, Modeling, and Field Work: Task 9 includes 3 significant subtasks: 1) development of the GI monitoring program as part of the County's Ambient Monitoring Program (AMP) and coordination and participation in the AMP; 2) development, calibration and validation of the GI model using the County's existing Stormwater Management Model (SWMM); and 3) field work associated with the GI implementation program. These subtasks are further described below.

- *Ambient Monitoring Program Support* - CH2M HILL has participated in the Ambient Monitoring Program by providing GI Program updates, GIS mapping support, and a draft GI monitoring program outline. We anticipate this level of support continuing. No additional budget is required as sufficient budget remains from Amendment 3.
- *GI Model Development, Calibration and Validation* – New subtask which will include the following approach using the County's GIS database and SWMM:
 - Review and update as needed sewershed basin boundaries using newly-acquired 2011 USGS LIDAR (United States Geological Survey Light Detection and Ranging optical remote sensing technology) data
 - Update and extend the hydrologic and hydraulic components of the County's

SWMM in support of GI modeling. A pilot test will be performed on an individual sewershed to assess the appropriate model detail required.

- Calibrate and validate the model based on monitoring data collected by the County and reviewed and processed by CDM/C&S. Although rainfall is unpredictable, a variety of storms including 4 storms with total precipitation volume of 0.75-inches or greater is desirable. A radar calibrated rainfall data time series will be obtained from NextRain in 5 minute increments over a 1km x 1km grid and used as the input data for the calibration. The radar data will be calibrated to 4 rain gages.
- Develop GI input through interface with CH2M HILL's GI Program Database with the low-impact-development (LID) modules in SWMM RUNOFF to produce revised SWMM input files and assess the resulting stormwater runoff and CSO reductions that result from GI implementation to date. A pilot of initial input data revisions will be reviewed prior to system-wide application. The GI modeling protocol will be documented in a technical memorandum including assumptions for input parameter development.

For GI model development, calibration, validation, documentation and up-to-date SWMM results of the GI program implementation, we are requesting a budget of \$630,000. We anticipate this effort taking approximately 15-18 months (10/1/2011-3/31/2013) which aligns with the delivery of the ACJ Annual Report to the New York Department of Environmental Conservation (NYSDEC) and ASLF on 4/1/2013.

- *Field Work* includes the following services in support of Task 7, GI Design Development:
 - Phase I Environmental Assessments (\$120,000 budgeted - ePhase)
 - Soil Pre-Characterization (\$120,000 budgeted - S&W)
 - Soil Infiltration Testing (\$160,000 budgeted - MBE or WBE)
 - Survey (\$280,000 budgeted - MBE or WBE)

The above subcontracts and additional CH2M HILL staff time results in a total budget request of \$870,000.

The total additional request for Task 9 is \$1,500,000.

Task 10: Program Support: Task 10 includes numerous coordination activities such as ACJ and Executive Committee meetings, presentations, mapping, signage, program publications, and other miscellaneous efforts to support the GI Program. In the past, related requests averaged \$17,000/month. We anticipate this cost going down and stabilizing at approximately \$12,000/month; therefore, we are requesting a budget of \$224,000. This includes \$30,000 for American Aerial photography in 2011 as previously requested by the County. Aerial photography of project sites in future years of the Save the Rain Program will be determined by the County; however, \$45,000 will be held in reserve under Task 10 for future photography requests.

Task 11: GI Program Coordination: This task will provide one full time employee to perform specific duties requested by the County including coordination with agencies such as: United States Environmental Protection Agency (EPA); New York State Department of Environmental Conservation (NYSDEC); Environmental Facilities Corporation (EFC); the City of Syracuse, Onondaga Lake Partnership, and other program partners large (such as SUNY Upstate Medical University) and small. Coordination includes:

- Design and implementation of a public information program and community relations

program

- Tasks such as: GI RFP development, review and consultation, strategic marketing plan development and implementation, grant-writing, GI project development and programming
- Preparing written and oral reports for County, external agency and public use; participation in meetings with County staff members to identify, define, and review project difficulties; strategic planning and implementation of programs
- Assisting the County in working with federal and state regulators concerned with GI initiatives, as well as with community stakeholder organizations throughout Onondaga County.
- Communicating and coordinating various programmatic items with County Departments and other public agencies and entities as noted above.
- Providing program and project information about the GI Program to the public in a wide variety of settings. This will also involve data research including gathering and analyzing data from agency records and other governmental and non-governmental sources, then assembling and presenting data in a report format to the County Department while offering recommendations for actions.

We are requesting a budget of \$445,000 for this effort. Note that this task will continue to be billed at a multiplier of 2.523 as it has since created.

Impacts on Costs

This document proposes an \$8,700,000 increase to the contract budgets for the work described above. The breakdown for these costs is presented in Attachment 1. A Minority/Women Business Enterprise (M/WBE) percentage for the program is also included. Amendment 4 also includes the following cost and billing adjustments; new adjustments will begin during the first billing cycle following amendment execution:

- CH2M HILL labor to be billed at a maximum multiplier of 3.15.
- Construction inspection manager (Task 8) to be billed at a field rate multiplier of 2.5.
- GI Program Coordination (Task 11) to continue to be billed at a labor multiplier of 2.523.
- Meal expenses will continue to not be billed.

Impacts on Schedule


A schedule extension is requested through December 31, 2015, although budgets have been revised only through 3/31/2014 to coincide with CH2M HILL labor rate adjustment cycles. It is also anticipated that budget will be remaining beyond 3/31/2014, and this will allow the project team to continue working while additional budgets to continue the program are developed and reviewed as needed.

Need for Contract Amendment

A contract amendment is required to continue the work outlined above on a schedule consistent with ACJ mandates that is above the current contract amount.

Approval of Change

CH2M HILL	Onondaga County
------------------	------------------------

Signature: 	Signature:
Name: Daniel P. Lynch	Name:
Date: 12/14/2011	Date:

**CSO Program Management/Gray-Green Infrastructure
Contract 33808, Amendment No. 4**

ATTACHMENT 1 - CHANGE NOTIFICATION BUDGET SUMMARY						
Task #	Task Title	Current Contract Budget (\$)	Amount Spent Through 6/30/11(\$)*	Amendment 4 Additional Amount Requested (\$)	Revised Budget (\$)	Approximate Amount Remaining 6/30/11 Through 3/31/14 (\$)
1	Program Management	\$649,000	\$474,000	\$355,000	\$1,009,000	\$535,000
2	System Planning, Analysis and Special Studies	\$926,000	\$651,400	\$210,000	\$1,136,000	\$484,600
3	Institutional Arrangements	\$510,000	\$195,700	-\$250,000	\$260,000	\$64,300
4	Public Involvement	\$406,000	\$127,800	\$50,000	\$456,000	\$328,200
5	Funding	\$123,000	\$45,800	\$345,000	\$468,000	\$422,200
6	Concept Development	\$251,000	\$171,200	\$476,000	\$727,000	\$555,800
7	Design Development	\$3,577,000	\$3,500,000	\$4,290,000	\$7,867,000	\$4,367,000
8	Services During Construction and Inspection Services	\$286,000	\$43,600	\$1,055,000	\$1,341,000	\$1,297,400
9	Monitoring, Modeling, and Field Work	\$746,000	\$417,800	\$1,500,000	\$2,246,000	\$1,828,200
10	Program Support	\$655,000	\$483,000	\$224,000	\$879,000	\$396,000
11	GI Program Coordination	\$300,000	\$200,000	\$445,000	\$745,000	\$545,000
TOTAL		\$8,429,000	\$6,310,300	\$8,700,000	\$17,129,000	\$10,818,700
M/WBE TOTAL %		8%		11%	10%	

*Expenses often lag invoices; this column includes amounts invoiced plus costs incurred for work performed through 6/30/2011.



A J o i n t V e n t u r e

Salina Industrial Power Park, One General Motors Drive
Syracuse, New York 13206 - Ph: 315/434-3200 - Fx: 315/463-5100

November 23, 2011

Tom Rhoads, P.E., Commissioner
Onondaga County Department of Water Environment Protection
650 Hiawatha Blvd.
Syracuse, New York 13204

Re: Amendment to Contract # 97999 – Project Management Services

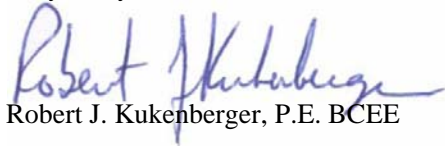
Subject: Clinton CSO Storage Facility Construction Management Scope of Work and Estimated
Fees Revised and Miscellaneous Budget Items

Dear Mr. Rhoads:

As requested by the New York State Environmental Facilities Corporation (NYSEFC) and Onondaga County, CDM/C&S attached to this amendment request dated August 29, 2011, contract and subcontract language for EFC's State Revolving Fund (SRF) Minority and Women-Owned Business Enterprises-Equal Employment Opportunity Program. However, in the time period since our final submittal to the County the language had changed effective October 1, 2011. The new language is attached to this letter as Appendix A and this replaces appendix A of the original submittal.

Please contact me if you have any questions or comments.

Very Truly Yours,



Robert J. Kukenberger, P.E. BCEE

cc: Mike Lannon, P.E., OCDWEP
Nick Capozza, OCDWEP
Robert Palladine, P.E., CDM/C&S

Attachments: Appendix A - New York State Environmental Facilities Corporation (NYSEFC) State
Revolving Fund (SRF), Pre-Bid/Pre-Selection Packet for Contractors and Service
Providers

Appendix A

Pre-Bid/Pre-Selection Packet

For Contractors & Service Providers

To Ensure Compliance with Environmental Facilities Corporation Regulations



Effective October 1, 2011

No Text This Page



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

**GUIDANCE FOR SRF CONTRACTORS AND SERVICE PROVIDERS
 MINORITY AND WOMENS BUSINESS ENTERPRISES/EQUAL EMPLOYMENT
 OPPORTUNITY (MWBE/EEO), DISADVANTAGED BUSINESS ENTERPRISES (DBE)
 AND DAVIS BACON RELATED ACTS PROGRAMS
 NEW YORK CLEAN and DRINKING WATER STATE REVOLVING FUNDS**

Municipalities applying for financial assistance through either the Clean Water or the Drinking Water State Revolving Funds (SRFs), must meet various New York State and federal requirements. These requirements include compliance with New York State's minority and women's business enterprise (MWBE) laws and regulations¹ and the federal Davis Bacon Related Acts² (DBRA). Failure to meet all the requirements of MWBE and DBRA regulations in a timely manner may result in freezing of disbursements of SRF funds. This may affect the Contractor's payments. If this is a project with a not-for-profit entity, please contact EFC for appropriate guidance.

Davis Bacon Related Acts:

In support of the SRF-financed project, you are required to engage in oversight practices that ensure that payments to construction contractors and subcontractors are consistent with DBRA requirements including payment of the higher of the state or federal wages and supplemental benefits. The DBRA requirements apply to any construction contract in excess of \$2,000 that is still under construction after October 30, 2009. For contracts where the construction was executed prior to October 30, 2009, it may be necessary to execute a change order with the contractor to incorporate the provisions of the Acts. DBRA requirements do not apply to non-construction contracts. The Environmental Facilities Corporation's (EFC) Program Management staff is prepared to assist you in identifying your obligations under this Program throughout the process of obtaining SRF financial assistance.

MWBE/EEO/DBE:

Additionally, you are required to engage in procurement practices that will provide opportunities for meaningful participation of minority and women-owned business enterprises in providing construction, labor, travel, equipment, materials, supplies, services (including legal, financial, engineering or other professional services), or any combination of the above, and meaningful participation of minorities and women in the workforce. EFC's Minority & Women's Business Enterprise-Equal Employment Opportunity (MWBE-EEO) staff is prepared to assist you in identifying your legal and contractual obligations under this Program throughout the process of obtaining SRF financing.

¹ New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development)

² Davis Bacon Related Acts Consist of the Following Acts:

- Copeland Act 40 U.S.C. 3145
- Reorganization Plan No. 14
- Department of Labor 29 CFR Parts 1, 3, and 5
- Contract Work Hours and Safety Standards Act

EFC's MWBE-EEO Program (the Program) is goal oriented; goals are established to meet reasonable fair share objectives for minority business enterprises (MBE) and women's business enterprises (WBE) participation in the project. Your compliance with the MWBE-EEO requirements is measured by your, or your subcontractor's, good faith efforts to provide meaningful opportunities for MWBE participation. Each MBE and WBE participating in an SRF-financed project must provide an economic benefit that contributes to the overall successful completion of the project. You are required to continue to provide opportunities for minorities and women to participate in SRF-financed projects even if goals are achieved.

The EFC MWBE/EEO Program requirements apply to the following:

Construction Contracts - Construction contracts with a value greater than \$100,000 to be funded with SRF financial assistance.

Construction contracts are written agreements where the community commits to expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereof in support of the SRF financed project. Change orders and amendments for such construction contracts with a value greater than \$25,000 and that provide a reasonable opportunity for meaningful MBE and/or WBE participation may be subject to the EFC MWBE/EEO program.

Non-construction Contracts/Agreements – Written contracts or agreements, and amendments thereto, with a value greater than \$25,000 to be funded with SRF financial assistance executed on or after October 13, 2010.

Any written agreement, and amendments thereto, where the community commits to expend funds for labor, services, including legal, financial, or other professional services, travel, supplies, equipment, materials, or any combination of the foregoing in support of the SRF financed project. Amendments for such agreements with a value greater than \$25,000 and that provide a reasonable opportunity for meaningful MBE and/or WBE participation may be subject to the EFC MWBE/EEO program.

Emergency Contracts - In the event that a community enters into a contract and/or agreement or a change order or amendment greater than \$25,000 on an emergency basis that will be funded with SRF financial assistance, the MBEO, in consultation with EFC, may require the contractor/service provider to submit a Utilization Plan and to comply with other MWBE/EEO Program requirements, as appropriate.

Such agreements and amendments that meet these descriptions shall be referred to as "contracts" and/or "agreements".

Contract Requirements:

It is important to note that all contracts, agreements, amendments, and change orders that are subject to the MWBE/EEO Program and the DBRA Program must contain certain provisions as part of the contract and/or agreement. The required contractual provisions are provided in Attachments 2 and 4, under Document 1, and are available on the EFC Website (www.nysefc.org). Please check the website to ensure you have the most recent forms and language.

It is also important to note that contracts/agreements that initially fall below the MWBE/EEO Program eligibility thresholds, but then exceed the eligibility thresholds by subsequent change orders or amendments will be expected to comply with all Program requirements for the entire scope of the contract/agreement. Hourly agreements whose billings exceed the Program eligibility thresholds will be considered to be subject to all program requirements.

A summary of the MWBE and Davis Bacon Program requirements are provided in the attachments as outlined below. More detailed descriptions can be found at www.nysefc.org or by calling (518) 402-7396 or (800) 882-9721.

Proper completion of these steps is critical to successful SRF financing of your project. Failure to comply with the Program requirements may delay receipt of funds for your project and can even jeopardize SRF financing for your project.

Contents of Packet

Attachment 1 – Contractor Davis Bacon Related Acts Program Requirements

Attachment 2 – Davis Bacon Related Acts Forms

- Document 1 – Davis Bacon (DB) Prevailing Wage Requirements for SRF Recipients
- Document 2 – Federal Payroll Form (WH-347)
- Document 3 – Labor Standards Interview Form (SF1445)
- Document 4 – Davis Bacon Poster (WH-1321)

Attachment 3 – Contractor and Service Provider Disadvantaged, Minority and Women Owned Business Enterprise/Equal Employment Opportunity Program Requirements

Attachment 4 – MWBE/EEO Forms

- Document 1 – Required Terms for Contracts and Subcontracts Receiving SRF Financial Assistance
- Document 2 – EEO Goals
- Document 3 – EEO Policy Statement Agreement
- Document 4 – Utilization Plan/Waiver Request & Initial EEO Staffing Plan Form
- Document 5 – Monthly Report & EEO Staffing Plan Update Form
- Document 6 – Joint Venture/Teaming Arrangement Form
- Document 7 – DBE Subcontractor Participation Form (EPA Form 6100-2)
- Document 8 – DBE Subcontractor Performance Form (EPA Form 6100-3)
- Document 9 – DBE Subcontractor Utilization Form (EPA Form 6100-4)
- Document 10 – Equal Employment Opportunity Poster

No Text This Page

ATTACHMENT 1

CONTRACTOR DAVIS BACON RELATED ACTS PROGRAM REQUIREMENTS

No Text This Page



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

CONTRACTOR DAVIS BACON RELATED ACTS PROGRAM REQUIREMENTS

I. Program Requirements

The following activities must be implemented by each contractor on an SRF funded project in order to establish compliance with the Davis Bacon Program. EFC is available to assist in all phases of this effort.

Activities to be Completed Prior to Bid and Execution of any SRF Eligible Contracts You Are Bidding On

A. FEDERAL AND STATE WAGE RATES

When preparing your bid for this project, you must use the higher of the federal wage rates or state wage rates paid to each trade. These rates apply to subcontractors working on the project as well.

B. DEBARRED OR SUSPENDED CONTRACTORS

Ensure that the your subcontractors bidding on the work are not included on the debarred or suspended contractors list that is located within the state wage rate packet and is also available on the US Department of Labor website.

<http://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>

Activities to be Completed After Execution of any Contracts

C. WAGE RATE COMPLIANCE VERIFICATION

Contractor/Subcontractor Responsibilities:

1. Post Davis Bacon Wage Poster and federal and state wages in a visible area at the construction site.
2. Make your employees and subcontractors' employees available for wage interviews. Wage interviews must be conducted confidentially.
3. Use federal payroll form WH-347 and complete the back side with certifications. If the form is not being used, inform the community and ensure that the form is equivalent to the federal form.
4. Pay the higher of state or federal wages including benefits to each trade and overtime not less than one and one-half times the basic rate of pay for hours in excess of forty hours on contracts in excess of \$100,000. The wage rates apply to subcontractor trades as well.
5. Maintain proof of apprentice and trainee ratios for both yourself and your subcontractor and certifications onsite.
6. Pay weekly wages to your employees and your subcontractors. Ensure that your subcontractors are paying their employees weekly.
7. Provide all subcontractors the Davis Bacon Prevailing Wage Requirements, the wage determinations and equal employment opportunity language within each subcontract. This language is provided in Document 1 under Attachment 1 and

- item A.1 above outlines how to obtain federal wage determinations.
8. Provide payroll forms and apprentice and trainee certifications to the community for their records.
 9. **Waste, Fraud and Abuse** - Report potential violations to the EPA Davis Bacon Contact and DOL Wages and Hours District Office found on their website. <http://www.dol.gov/esa/contacts/whd/america2.htm>
 10. Any violations in payroll reporting or unpaid wages are subject to a daily monetary penalty.

Note that EFC performs interim and final construction inspections. The EFC inspector will verify that the steps above are being followed and will also check to ensure the proper signs and wage rates are posted in a visible area.

II. Suggestions/Tips

Below are suggested actions that can help you with this Program:

1. Obtain this Pre-Bid Packet and review all requirements prior to hiring subcontractors or beginning construction.
2. Allow the payroll interviews to be conducted in a confidential manner.
3. Allow for interviews of each new subcontractor's employees when they first arrive on the site at the beginning of their work and again at the end of the work, prior to leaving the site.
4. Report any waste, fraud and abuse as soon as you become aware of it.
5. Check the EFC website to ensure you are utilizing the most recent forms available.

For additional information or assistance please contact EFC at (800) 882-9721 or (518) 402-7396. The Davis Bacon Program information is also available on the EFC website at www.nysefc.org under Resource Library.

ATTACHMENT 2

DAVIS BACON RELATED ACTS FORMS

- DOCUMENT 1 – DAVIS BACON (DB) PREVAILING WAGE REQUIREMENTS FOR SRF RECIPIENTS
- DOCUMENT 2 – FEDERAL PAYROLL FORM (WH-347)
- DOCUMENT 3 – LABOR STANDARDS INTERVIEW FORM (SF1445)
- DOCUMENT 4 – DAVIS BACON POSTER (WH-1321)

Disclaimer – Check the EFC website at www.nysefc.org to ensure the forms you are using are the most recent forms available

No Text This Page

DOCUMENT 1

DAVIS BACON (DB) PREVAILING WAGE REQUIREMENTS FOR SRF RECIPIENTS

The following language is required to be inserted in each subcontract in its entirety.

Disclaimer – Check the EFC website at www.nysefc.org to ensure the contract language you are using is the most recent language available.

DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS FOR SRF RECIPIENTS

The Recipient acknowledges and hereby agrees to comply with the Wage Rate Requirements under the Davis-Bacon Act, which are hereby restated in pertinent part as follows:

Preamble

The Clean Water Act (CWA) and Safe Drinking Water Act (SDWA) require that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the SRF shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon (DB) and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard DB contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the SRF shall ensure that the standard DB contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

With respect to the Clean Water and Safe Drinking Water State revolving Funds, EPA provides capitalization grants to the State which in turn, through the Corporation, provides subgrants or loans to eligible entities within the State (Recipient(s)). Typically, the Recipients are municipal or other local governmental entities. For these types of Recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring Recipients' compliance with the wage rate requirements set forth herein, those Recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

I. Requirements under the Davis-Bacon Act For Recipients That Are Governmental Entities

The following terms and conditions specify how the Corporation and governmental Recipients will meet the DB requirements. If a Recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the Corporation. The Corporation or Recipient may also obtain additional guidance from the web site of the Department of Labor (DOL) at <http://www.dol.gov/whd/programs/dbra/>.

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements.

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair activity of infrastructure, including all construction, alteration and repair activity involving waste water or drinking water treatment plants as subject to DB. If a Recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the Recipient must discuss the situation with the Corporation before authorizing work on that site.

2. Obtaining Wage Determinations.

(a). Recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the Recipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The Recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Recipients may request a finding from the Corporation that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The Corporation will provide a report of its findings to the Recipient.
- (ii) If the Recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the Corporation, at the request of the Recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b). If the Recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the Recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c). Recipient shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d). As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a Recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

- (a) The Recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered

into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

(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 (a)(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 § 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 (a)(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.

Recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The Recipient(s), on behalf of EPA, 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 EPA award official shall approve 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; and
- (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 Recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official 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 and the Recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination 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.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(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(s), shall 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 (Agency) 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, that is, the entity that receives the sub-grant or loan from the Corporation. Such documentation shall be available on request of the Corporation or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to the State 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 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 the weekly payrolls. 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 <http://www.dol.gov/esa/whd/forms/wh347instr.htm> 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(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, 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(s).

(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 § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 (a)(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 (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, 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 Federal agency or State 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 EPA determines may be appropriate, 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 Recipient(s), State, EPA, 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.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The Recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(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 (a)(1) of this section the contractor and any subcontractor responsible therefore 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 (a)(1) of this section, in the sum of \$10 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 (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys 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 (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(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 (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, 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 Recipient shall insert a clause requiring that 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 Recipient shall insert in any such contract a clause providing that 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 (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a). The Recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b). The Recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c). The Recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the Recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The Recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e). Recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/recovery/#contacts/>.

DOCUMENT 2

FEDERAL PAYROLL FORM (WH-347)

Both pages of the following form *or approved equal* is required to be completed by Prime Contractors.

No Text This Page

NAME OF CONTRACTOR				OR SUBCONTRACTOR				ADDRESS																
PAYROLL NO.				FOR WEEK ENDING				PROJECT AND LOCATION										PROJECT OR CONTRACT NO.						
(1)		(2)	(3)	OT OR ST	(4) DAY AND DATE								(5)	(6)	(7)	(8) DEDUCTIONS					(9)			
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER		NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION										TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK		
					HOURS WORKED EACH DAY																			
				O																				
				S																				
				O																				
				S																				
				O																				
				S																				
				O																				
				S																				
				O																				
				S																				
				O																				
				S																				
				O																				
				S																				

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

DOCUMENT 3

LABOR STANDARDS INTERVIEW FORM (SF1445)

The following interview form will be used by communities to interview Prime and subcontractor employees.

No Text This Page

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER			EMPLOYEE INFORMATION			
NAME OF PRIME CONTRACTOR			LAST NAME		FIRST NAME	MI
			STREET ADDRESS			
NAME OF EMPLOYER			CITY		STATE	ZIP CODE
			SUPERVISOR'S NAME			
LAST NAME		FIRST NAME	MI	WORK CLASSIFICATION		WAGE RATE

ACTION	CHECK BELOW	
	YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		
WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?		

HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?	TOOLS YOU USE	
DATE OF LAST WORK DAY BEFORE INTERVIEW (YYMMDD)		
DATE YOU BEGAN WORK ON THIS PROJECT (YYMMDD)		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE			DATE (YYMMDD)
INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE (YYMMDD)

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION <i>(If explanation is needed, use comments section)</i>	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

☐ YES ☐ NO

COMMENTS

CHECKER			
LAST NAME	FIRST NAME	MI	JOB TITLE
SIGNATURE			DATE (YYMMDD)

No Text This Page

DOCUMENT 4

DAVIS BACON POSTER (WH-1321)

The following poster is required to be displayed by the Prime Contractor in a visible area at the construction site.

No Text This Page

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
ENFORCEMENT	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
APPRENTICES	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
PROPER PAY	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:
1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

No Text This Page

ATTACHMENT 3
CONTRACTOR AND SERVICE PROVIDER
DISADVANTAGED, MINORITY AND
WOMEN OWNED BUSINESS
ENTERPRISE/EQUAL OPPORTUNITY
PROGRAM REQUIREMENTS

No Text This Page



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

CONTRACTOR AND SERVICE PROVIDER MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE/EQUAL EMPLOYMENT OPPORTUNITY (MWBE/EEO) PROGRAM REQUIREMENTS

I. Program Requirements

The Contractor/Service Provider shall act in accordance with Federal and State Minority and Women-owned Business Enterprise- Equal Employment Opportunity (MWBE-EEO) laws and regulations governing this project, and will be required to provide opportunities for MWBE-EEO participation, and maintain such records and take such actions necessary to demonstrate compliance in the performance of the project. The established MWBE-EEO goals and requirements herein shall be in conformance with NYS Executive Law, Article 15A and additional applicable federal requirements, including compliance with the requirements of Title 40, Code of Federal Regulations, Part 33 "Participation by Disadvantaged Business Enterprises (DBE) in United States Environmental Protection Agency Programs".

A. APPLICABILITY OF EFC MWBE/EEO PROGRAM REQUIREMENTS

1. Construction Contracts:

Construction contracts with a value greater than \$100,000 to be funded with SRF financial assistance. Construction contracts are written agreements where the SRF recipient commits to expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereof in support of the SRF financed project. Amendments or change orders for such construction contracts with a value greater than \$25,000 and that provide a reasonable opportunity for meaningful MBE and/or WBE participation will be subject to the EFC MWBE/EEO program.

If contracts with a value less than \$100,000 have subsequent change orders or amendments that bring the total contract value to greater than \$100,000, the full value of the contract will then be subject to the EFC MWBE/EEO program.

2. Non-construction Contracts/Agreements:

Written contracts or agreements, and amendments thereto, with a value greater than \$25,000 to be funded with SRF financial assistance that were executed **after October 13, 2010**. Non-construction contracts entered into **prior to October 13, 2010 are exempt** from MWBE and Disadvantaged Business Enterprise requirements. This includes any written agreements, and amendments thereto, where the SRF recipient commits to expend funds for labor, engineering, legal, financial, or other professional services, travel, supplies, equipment, materials, or any combination of the foregoing in support of the SRF financed project.

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

B. MWBE PARTICIPATION GOALS/FAIR SHARE OBJECTIVES

EFC's MWBE/EEO Program is a goal oriented program, whereby goals are established as reasonable objectives for MBE and WBE participation in projects that receive SRF financial assistance. The Contractor shall commit to MBE and WBE participation goals for their contract that are equal to or greater than the goals presented below:

1. Construction Contracts
 - i. MBE: 9% DEC Regions 4,5,6,7,8, & 9 (All counties not listed below)
10% Regions 1&3 (Suffolk, Nassau, Westchester, Rockland, Orange, Putnam, Ulster, Dutchess and Sullivan Counties)
17% Region 2 (New York City)
 - ii. WBE: 5% DEC Regions 4,5,6,7,8, & 9 (All counties not listed below)
6% Regions 1&3 (Suffolk, Nassau, Westchester, Rockland, Orange, Putnam, Ulster, Dutchess and Sullivan Counties)
8% Region 2 (New York City)
2. Non-construction Contracts/Agreements
(Includes professional services, such as legal, engineering, or financial advisory services; supplies; commodities; equipment; materials; travel)
 - i. 10% combined MBE and WBE statewide

C. RECEIVING CREDIT UNDER EFC MWBE/EEO PROGRAM

To receive credit for MBE or WBE participation through the EFC MWBE/EEO program, the business enterprises performing the contracted or subcontracted work identified in an approved Utilization Plan need to be certified as an MBE and/or a WBE by the Division of Minority and Women's Business Development, Empire State Development Corporation (ESD). Conditional credit will be given for firms that have applications pending with ESD. This conditional credit will be given only if the firm becomes certified before the completion of the project. Any firms certified as a Disadvantaged Business Enterprise (DBE) by the EPA may also receive credit for participation through the EFC MWBE/EEO program, as appropriate. Note that certified prime contractors, as well as subcontractors, receive credit for MWBE participation.

A list of certified firms can be found on the ESD website at www.esd.ny.gov/MWBE.html and navigating to the "Minority & Women Owned Business" tab on the left side of the screen. Searches can be performed by product, vendor or advanced.

D. EQUAL EMPLOYMENT OPPORTUNITY (EEO)/WORKFORCE DIVERSITY

Construction contractors and service providers are required to document good faith efforts to meet affirmative action goals for the employment of minorities and women in the construction industry. EFC has established SRF EEO/Workforce goals (also referred to as a Staffing Plan) by county and they can be found on the EFC website at www.nysefc.org under the Resource Library. Construction contractors and service providers are required to document their efforts to achieve these goals by providing information concerning the makeup of the contractor's and any subcontractor's workforces in their initial Utilization Plan submittal and then subsequently within the contractor's Monthly Reports.

The agreement included in Attachment 4, Document 2 must be part of any contract/agreement paid for with SRF funds, including subcontracts.

E. PRIME CONTRACTOR/SERVICE PROVIDER'S MWBE RESPONSIBILITIES

Prime contractors and service providers are those firms that contract directly with the SRF financial assistance recipient (i.e. the community):

Activities to be completed prior to submitting a bid or proposal:

1. All prime contractors and service providers shall provide the **EPA Form 6100-2** (DBE Subcontractor Participation Form) to all potential MBE and WBE subcontractors. The purpose of this form is for MBEs and WBEs to notify EPA of concerns they may have regarding their participation on an SRF funded project. This form does not need to be filled-out or submitted by the prime contractor at the time of bidding, and is only for the MWBE subcontractors' use in sending concerns to EPA.

Note that the community should provide you a list of any MWBE subcontractors that have indicated an interest in performing the work associated with the contract. You may choose to reach out to these firms as potential MWBE participants.

Activities to be completed at the time of submitting a bid or proposal:

As part of their bid submittal, all prime contractors and service providers shall submit the following to the community:

1. **EPA Form 6100-3** "DBE Subcontractor Performance Form" – Each potential bidder or service provider shall complete one of these forms for each MBE or WBE contacted during the bid or proposal preparation process, and make reasonable efforts to obtain signatures from the MBEs and WBEs contacted. The completed form shall be part of the bid or proposal submission and will be considered incomplete without it.
2. **EPA Form 6100-4** "DBE Subcontractor Utilization Form" – This form shall be completed by each potential bidder or service provider and submitted as part of the bid or proposal submission. On this form, each bidder/potential service provider offers their plan for MBE and WBE utilization for their contract/agreement. The completed form shall be part of the bid or proposal submission and will be considered incomplete without it.

Activities to be completed after award of the contract:

1. Identify opportunities for MBE and WBE participation in their contracted work through such means as:
 - i. Dividing project requirements, when economically feasible, into smaller tasks or quantities to increase opportunities for subcontracting;
 - ii. Establishing delivery schedules to create opportunities for subcontracting;
 - iii. Seeking MBE and/or WBE participation through teaming arrangements or joint ventures.
2. Submit a complete Utilization Plan with complete documentation of good faith efforts, to the community's Minority Business Enterprise Officer (MBO) within 10 days of notice that the Prime Contractor has submitted the lowest conforming bid or the selection of the Service Provider. The Equal Employment Opportunity (EEO) policy of the prime contractor or service provider should also be submitted with the Utilization Plan, as well as information concerning the makeup of the workforce (also referred to as the EEO Staffing Plan). Additional guidance on preparing and submitting Utilization Plans can be found in Section G below.

Note: Failure by the Prime Contractor to submit and receive approval of the Utilization Plan prior to the first request for payment may result in the withholding of progress payments to the Contractor. Such withholding of progress payments shall not relieve the Contractor of any requirements of the contract documents including the completion of the project within the specified contract time and any construction sequence requirements of the contract.

3. Include the EEO Policy Statement Agreement from Attachment 4, Document 2 in all subcontracts and agreements:
4. Submit copies of all legally signed subcontracts, agreements, and purchase orders referred to in the Utilization Plan within 30 days of execution to the community's MBO. These subcontracts and/or purchase orders must include the following information:
 - i. Actual Dollar Amount;
 - ii. Job Description;
 - iii. Signatures of Both Parties; and
 - iv. Date of Execution

NOTE: Purchase orders must be accompanied by copies of both sides of canceled checks.

5. Submit monthly reports of MBE and WBE participation supplemented with proof of payment to such MBE and/or WBE subcontractors, as well as updates of the makeup of the workforce, to the community's MBO. Blank monthly report forms are available at www.nysefc.org or from the MBO.
6. As part of the Monthly Report, provide documentation to the MBO that subcontractors are paid within 30 days of receipt of payment from the community.
7. Continue good faith efforts to seek opportunities for MBE and WBE participation even if proposed goals have been achieved.
8. Provide written notification to the MBO and EFC prior to any termination of a MBE or WBE subcontractor.
9. Post all required posters and notices at the project site in a conspicuous location. The EEO poster is attached to this guidance document and can also be found at <http://www.dol.gov/ofccp/regs/compliance/posters/ofccpost.htm>
10. Provide timely and complete responses to inquiries from either the MBO or EFC staff.
11. Make all MWBE/EEO documents and records available upon request to EFC staff, the MBO, or their authorized representatives.
12. Manage the project in a manner that creates meaningful opportunities for participation by MBEs and WBEs.
13. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status.

F. SUBCONTRACTOR MWBE RESPONSIBILITIES

Subcontractors are those firms that contract directly with Prime Contractors and/or Service Providers. Subcontractors shall:

1. Maintain their MWBE certifications, as well as notify the Contractor/Provider, MBO and EFC of any change in their certification status.
2. Respond promptly to solicitation requests by completing and submitting bid and/or proposal information in a timely manner.
3. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.
4. Ensure that the required EEO Policy Statement Agreement from Appendix 4, File 2 is included in each subcontract. Additionally, signed versions of this Agreement should be maintained with the community MBO.
5. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status.
6. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when not employed as described in the Utilization Plan.
7. Perform the subcontracted scope of work in a professional and timely manner.

G. UTILIZATION PLANS

1. Each prime contractor and/or service provider who has been notified by the community that they will be awarded a contract or agreement for an SRF financed project that is applicable to this MWBE/EEO Program shall prepare a Utilization Plan that provides information describing MBEs and WBEs to be utilized during the performance of the contract/agreement, as well as information regarding the composition of the workforce for EEO purposes. The Utilization Plan will indicate what the MBE and WBE project participation goals will be for the contract/agreement. Provide the completed Utilization Plan form with all pages filled out to the MBO. Example and blank Utilization Plan forms are attached and also available on the EFC website.
2. The MBEs and WBEs identified in the Utilization Plan must be certified by, or have applied for certification from:

 Empire State Development Corporation
 Division of Minority and Women's Business Development
 30 South Pearl Street
 Albany, New York.
 Phone: 1-800-782-8639
www.esd.ny.gov/MWBE.html
3. Each Utilization Plan will include information with regard to the Prime Contractor/Service Provider's workforce broken down by ethnic background, labor category, gender, and other categories, including the workforce of all subcontractors. The forms for submission of this information are part of the blank Utilization Plan &

Waiver Request Form as part of Attachment 4, Document 4 and also available on the EFC website.

4. Utilization Plans are required to be submitted to the MBO within 10 days of notice that the contractor has submitted the lowest conforming bid or notice of the selection of the service provider.
5. Supplier Policy: Credit for MBE/WBE participation shall be granted for MBE/WBE firms performing a commercially useful business function according to custom and practice in the industry. "Commercially useful functions" normally include:
 - i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
 - ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment; or
 - iii. Providing functions other than just accepting and referring requests for supplies or equipment to another party for direct shipment to a contractor.

If MBE/WBE suppliers are used for MBE/WBE goal crediting, EFC will give credit as follows:

- iv. For MBE/WBE suppliers who are manufacturers, fabricators, or official manufacturer's representatives who are warehousing such goods, up to 100 percent of the MBE/WBE objective may be credited.
 - v. For non-manufacturer suppliers, up to 25 percent of the MBE/WBE objective may be credited.
 - vi. No credit will be granted for MBEs and/or WBEs acting merely as a passive conduit of funds from one firm to another.
6. Broker Policy: Firms that are identified on the ESD website as brokers may only be credited at 25% of their full contract value.
 7. Specialty Equipment/Service Waiver: If the contract/agreement includes specialty equipment or services, and documentation is submitted demonstrating that there are no MBE/WBE firms capable of completing this portion of the contract/agreement, the specialty amount of the contract/agreement may be deducted from the total contract/agreement amount and the goals would be applied to the revised contract/agreement amount.

Example: \$200,000 contract - \$50,000 for specialty equipment/service = goal is the percentage on the remaining balance of \$150,000

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

8. Joint Ventures/Teaming/Protégé-Mentor Arrangements: Utilization Plans that are claiming MWBE participation credit based on a joint venture, teaming arrangement, or a mentor/protégé arrangement are required to submit the following information as part of the Utilization Plan Form and Joint Venture/Teaming Arrangement Form:
 - i. Names, addresses, and federal identification number for each party;
 - ii. The federal identification number of the joint venture, team, or mentor/protégé arrangement, if applicable; and
 - iii. A copy of the agreement between the parties which describes the interest owned by each party to the agreement and the value added by each party.

9. Acceptance of Utilization Plans/Notice of Deficiency: EFC will issue a notice of acceptance or deficiency within 20 days of receipt of the Utilization Plan submission, as warranted. In coordination with the MBO, EFC may accept a Utilization Plan upon consideration of the following factors:
 - i. The Utilization Plan indicates that the MBE and WBE participation goals for the project will be achieved;
 - ii. A prime contractor/service provider who is a certified MBE or a WBE may be credited for up to 100% of the category of their certification. However, good faith efforts to seek participation from the firms certified in the other category are required;
 - iii. Credit for a dual certified MBE/WBE will only be allowed for one category, not both;
 - iv. The value and scope of the subcontracted work has been verified;
 - v. A review of the compliance record for the prime contractor/service provider indicates consistency with the requirements of the EFC MWBE/EEO Program;
 - vi. The Utilization Plan offers acceptable alternatives for utilizing MBEs and/or WBEs participation equal to the project goals, if proposed;
 - vii. The Utilization Plan only partially achieves the project goals but is supported by submission of documentation of adequate good faith efforts by the prime contractor/service provider to create opportunities for MWBE participation in their work; or
 - viii. The Utilization Plan presents a joint venture, teaming arrangement, mentor/protégé agreement or other such business arrangement with a MBE or WBE whose value added or participation can be credited towards achieving the project goals.
10. Within 10 days of the final acceptance of a Utilization Plan, EFC will post the approval information on the EFC website.
11. In coordination with the MBO, EFC may issue conditional acceptance of Utilization Plans pending submission of supporting documentation, such as submission of copies of executed subcontracts to the MBO.
12. Revisions of Utilization Plans: If project conditions should change sufficient that the information submitted in the Utilization Plan is no longer valid, the contractor/service provider shall submit a revised Utilization Plan to the MBO.
13. Projects Co-Funded with the Department of Environmental Conservation (DEC): In the event EFC is providing financial assistance to a project that is also being financially supported by DEC, EFC will defer to the MBE and WBE participation goals established for the project by DEC.

H. FULL OR PARTIAL WAIVER REQUESTS

1. Each prime contractor/service provider is required to create meaningful opportunities for certified MWBE participation in their work, offering a fair share of their work. After pursuing good faith efforts to create these opportunities, a prime contractor/service provider may find that it is not possible to utilize any MBE and/or WBE firms. In such an event, the contractor/service provider should fill out the waiver request portion of the Utilization Plan and submit the Utilization Plan to the project MBO. EFC will review each waiver request based on the good faith effort criteria presented below. EFC will not issue any automatic waivers from MWBE/EEO responsibilities. The waiver request can be for either a full (for both MBE and WBE) or partial waiver (for either MBE or WBE) of meeting the appropriate project MWBE goals.

2. Preparation : As each contractor/service provider seeks MBEs and WBEs for participation in their work, they should document these efforts and maintain this documentation. The waiver request section of the Utilization Plan should only be filled out when it is apparent that, after adequate good faith efforts, the MWBE goals for the project cannot be met.
3. Submission: The submission of your completed Utilization Plan to the MBO and supplemented with all appropriate supporting documentation to demonstrate their good faith efforts to meet the project MWBE goals will be sufficient to document your waiver request. Utilization Plan revisions must be submitted to the MBO as soon as possible but in no event later than the final request for disbursement of SRF funds.

I. GOOD FAITH EFFORT DOCUMENTATION

If the contract goals cannot be reached or a full or partial waiver is requested, the prime contractor/service provider must submit sufficient documentation to demonstrate their good faith efforts to provide opportunities for MWBE participation in their work. The following are examples of demonstrations of good faith efforts;

1. Copies of timely solicitations for MBEs and WBEs to participate in the work, and their responses, if available. The EPA 6100-3 Forms that are required to be submitted as part of all bids or proposals, if properly completed, may be sufficient. If a solicited MBE or WBE was not selected, documentation of the reasons should be provided;
2. Copies of any advertisements seeking participation of MBEs and WBEs in appropriate general circulation, trade, and minority or women oriented publications, with the listings and dates of such publications;
3. Copies of any solicitations of MBEs and WBEs listed on the directory of certified businesses (www.esd.ny.gov);
4. Dates of attendance at any pre-bid, pre-award, or other meetings scheduled by the SRF recipient, if any, with MBEs and WBEs capable of performing work on the project;
5. Information on the specific steps taken to reasonably structure the scope of work for the purpose of subcontracting with or obtaining supplies from MBEs or WBEs;
6. Submission of an alternative Utilization Plan that demonstrates consistency with the subcontractor or supplier opportunities in the contract/service agreement;
7. A demonstration that there are insufficient MBEs or WBEs reasonably available to perform the work. It is noted that for professional services, such as engineering, legal or financial advisory services, EFC assumes that such services can be provided from MBEs and WBEs statewide, unless information is submitted to indicate otherwise;
8. Documentation that the prime contractor/service provider offered relevant plans, specifications, or other related materials to MBEs and WBEs sufficiently in advance to enable them to prepare an informed response to solicitations for participation as a subcontractor or supplier;
9. A demonstration that the prime contractor/service provider offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements being performed by the contractor/service provider;

10. Any other information or documentation that demonstrates the prime contractor/service provider conducted good faith efforts to provide opportunities for MWBE participation in their work.

J. REPORTING REQUIREMENTS

Contractor/Service Provider's Monthly Reports: Prime contractors/service providers are required to submit reports of MWBE participation, proof of payments to MBEs and WBEs, and updates of workforce information to the project MBO on a monthly basis. The report should be submitted within 10 days after the end of the month being reported. Blank Monthly Report forms are attached and also available on the EFC website.

K. PROTESTS/COMPLAINTS

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

L. WASTE, FRAUD AND ABUSE

Subcontractors, prime contractors, service providers, or recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE/EEO Program should notify the project MBO and EFC.

Suspected fraud activity should be reported to the USEPA – Office of Inspector General Hotline at (888) 546-8740 or the New York State Office of Inspector General at (800) 367-4448.

II. Suggestions/Tips

Below are suggested actions that can help you with this Program:

1. Obtain this Pre-Bid Packet and review all requirements prior to hiring subcontractors or beginning construction.
2. Complete EPA DBE 6100-3 and 6100-4 forms with the bid submittal
3. Submit your Utilization Plan and any supporting documentation within 10 days after notice of award.
4. Complete and submit monthly reports to the community MBO.
5. Submit EEO statements from all subcontractors to the community MBO.
6. Continue efforts to locate MWBE and/or DBE firms throughout the duration of your contract.
7. Report any waste, fraud and abuse as soon as you become aware of it.
8. Check the EFC website to ensure you are utilizing the most recent forms available.

For additional information or assistance please contact EFC at (800) 882-9721 or (518) 402-7396. The MWBE/EEO information is also available on the EFC website at www.nysefc.org under Resource Library.

ATTACHMENT 4

MWBE/EEO FORMS

- DOCUMENT 1 – REQUIRED TERMS FOR CONTRACTS AND SUBCONTRACTS RECEIVING SRF FINANCIAL ASSISTANCE
- DOCUMENT 2 – EEO GOALS
- DOCUMENT 3 – EEO POLICY STATEMENT AGREEMENT
- DOCUMENT 4 – UTILIZATION PLAN/WAIVER REQUEST & INITIAL EEO STAFFING PLAN FORM
- DOCUMENT 5 – MONTHLY REPORT & EEO STAFFING PLAN UPDATE FORM
- DOCUMENT 6 – JOINT VENTURE/TEAMING ARRANGEMENT FORM
- DOCUMENT 7 – DBE SUBCONTRACTOR PARTICIPATION FORM (EPA FORM 6100-2)
- DOCUMENT 8 – DBE SUBCONTRACTOR PERFORMANCE FORM (EPA FORM 6100-3)
- DOCUMENT 9 – DBE SUBCONTRACTOR UTILIZATION FORM (EPA FORM 6100-4)
- DOCUMENT 10 – EQUAL EMPLOYMENT OPPORTUNITY POSTER

Disclaimer – Check the EFC website at www.nysefc.org to ensure the forms you are using are the most recent forms available

No Text This Page

DOCUMENT 1

REQUIRED TERMS FOR CONTRACTS AND SUBCONTRACTS RECEIVING SRF FINANCIAL ASSISTANCE

The following language is required to be inserted in each subcontract in its entirety.

Disclaimer – Check the EFC website at www.nysefc.org to ensure the contract language you are using is the most recent language available.

No Text This Page

**REQUIRED TERMS FOR CONTRACTS AND SUBCONTRACTS RECEIVING SRF
FINANCIAL ASSISTANCE**

The following language will be included in all contracts and subcontracts:

The contractor and its subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

Additionally, the contractor is required to carry out the applicable provisions of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements, and as such shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Prior to the award of a contract regarding the Project, the contractor and any subcontractor shall submit an EEO policy statement to the Recipient within the time frame set by the Recipient.

The contractor's and any subcontractor's EEO policy statement shall contain, but not necessarily be limited to, the following:

- (i) The contractor and any subcontractor will not discriminate on the basis of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) The contractor and any subcontractor shall state in all solicitations or advertisements for employees that, in the performance of the contract relating to the Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status.
- (iii) Each contractor and any subcontractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status and that such union or representative will affirmatively cooperate in the implementation of the contractor's or subcontractor's obligations herein.

Any contractor or subcontractor shall, as a precondition to entering into a valid and binding contract relating to the Project, agree to the provisions set forth in (i), (ii) and (iii) above, and shall include or

make reference to said provisions in all contracts and documents soliciting bids or proposals relating to the Project.

Except for construction contracts, prior to an award of a contract relating to this Project, the contractor and any subcontractor shall submit to the Recipient a staffing plan of the anticipated work force to be utilized on such contract or, where required, information on the contractor's and any subcontractor's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient.

After an award of a contract relating to this Project, the contractor and any subcontractor shall submit to the Recipient a workforce utilization report, in the form and manner required by the Recipient, of the work force actually utilized on the contract relating to this Project broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Recipient.

Lastly, the contractor shall carry out applicable requirements of Executive Law Article 15-A in the award and administration of contracts awarded under EPA financial assistance agreements and, as such, shall commit to MBE and WBE participation goals for their contract that are equal to or greater than the goals presented below:

Construction Contracts

MBE: 9% DEC Regions 4,5,6,7,8, & 9 (All counties not listed below)
10% Regions 1&3 (Suffolk, Nassau, Westchester, Rockland, Orange, Putnam, Ulster, Dutchess and Sullivan Counties)
17% Region 2 (New York City)

WBE: 5% DEC Regions 4,5,6,7,8, & 9 (All counties not listed below)
6% Regions 1&3 (Suffolk, Nassau, Westchester, Rockland, Orange, Putnam, Ulster, Dutchess and Sullivan Counties)
8% Region 2 (New York City)

Non-construction Contracts/Agreements

(Includes professional services, such as legal, engineering, or financial advisory services; supplies; commodities; equipment; materials; travel)
10% combined MBE and WBE statewide

DOCUMENT 2

EEO GOALS

The following table lists the goals, by County, for MWBE and EEO Workforce participation for the Prime' and subcontractors' reference.

Disclaimer – Check the EFC website at www.nysefc.org to ensure the goals you are using are the most recent goals available.

No Text This Page

The SRF EEO/Workforce goals are as follows:

County	NYSDEC Region	MBE Goal %	WBE Goal %	EEO Minority Goal %	EEO Women's Goal %
Albany	4	9	5	3.2	6.9
Allegany	9	9	5	6.3	6.9
Bronx	2	17	8	22.6	6.9
Broome	7	9	5	1.1	6.9
Cattaraugus	9	9	5	6.3	6.9
Cayuga	7	9	5	2.5	6.9
Chautauqua	9	9	5	6.3	6.9
Chemung	8	9	5	2.2	6.9
Chenango	7	9	5	1.2	6.9
Clinton	5	9	5	2.6	6.9
Columbia	4	9	5	2.6	6.9
Cortland	7	9	5	2.5	6.9
Delaware	4	9	5	1.2	6.9
Dutchess	3	10	6	6.4	6.9
Erie	9	9	5	7.7	6.9
Essex	5	9	5	2.6	6.9
Franklin	5	9	5	2.5	6.9
Fulton	5	9	5	2.6	6.9
Genesee	8	9	5	5.9	6.9
Greene	4	9	5	2.6	6.9
Hamilton	5	9	5	2.6	6.9
Herkimer	6	9	5	2.1	6.9
Jefferson	6	9	5	2.5	6.9
Kings (Brooklyn)	2	17	8	22.6	6.9
Lewis	6	9	5	2.5	6.9
Livingston	8	9	5	5.3	6.9
Madison	7	9	5	3.8	6.9
Monroe	8	9	5	5.3	6.9
Montgomery	4	9	5	3.2	6.9
Nassau	1	10	6	5.8	6.9
New York (Manhattan)	2	17	8	22.6	6.9
Niagara	9	9	5	7.7	6.9
Oneida	6	9	5	2.1	6.9
Onondaga	7	9	5	3.8	6.9
Ontario	8	9	5	5.3	6.9
Orange	3	10	6	17	6.9
Orleans	8	9	5	5.3	6.9

County	NYSDEC Region	MBE Goal %	WBE Goal %	EEO Minority Goal %	EEO Women's Goal %
Oswego	7	9	5	3.8	6.9
Otsego	4	9	5	1.2	6.9
Putnam	3	10	6	22.6	6.9
Queens	2	17	8	22.6	6.9
Rensselaer	4	9	5	3.2	6.9
Richmond (Staten Island)	2	17	8	22.6	6.9
Rockland	3	10	6	22.6	6.9
Saratoga	5	9	5	3.2	6.9
Schenectady	4	9	5	3.2	6.9
Schoharie	4	9	5	2.6	6.9
Schuyler	8	9	5	1.2	6.9
Seneca	8	9	5	5.9	6.9
St. Lawrence	6	9	5	2.5	6.9
Steuben	8	9	5	1.2	6.9
Suffolk	1	10	6	5.8	6.9
Sullivan	3	10	6	17	6.9
Tioga	7	9	5	1.1	6.9
Tompkins	7	9	5	1.2	6.9
Ulster	3	10	6	17	6.9
Warren	5	9	5	2.6	6.9
Washington	5	9	5	2.6	6.9
Wayne	8	9	5	5.3	6.9
Westchester	3	10	6	22.6	6.9
Wyoming	9	9	5	6.3	6.9
Yates	8	9	5	5.9	6.9

DOCUMENT 3

EEO POLICY STATEMENT AGREEMENT

The following agreement must be completed by both Prime and subcontractors and returned to the community MBO.

Disclaimer – Check the EFC website at www.nysefc.org to ensure the agreement you are using is the most recent agreement available.

No Text This Page

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

I, _____, am the authorized representative of _____.

Name of Representative

Name of Contractor/Service Provider

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

- (i) The contractor and any subcontractor will not discriminate on the basis of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) The contractor and any subcontractor shall state in all solicitations or advertisements for employees that, in the performance of the contract relating to the Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status.
- (iii) Each contractor and any subcontractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status and that such union or representative will affirmatively cooperate in the implementation of the contractor's or subcontractor's obligations herein.

Any contractor or subcontractor shall, as a precondition to entering into a valid and binding contract relating to the Project, agree to the provisions set forth in (i), (ii) and (iii) above.

X

Contractor/Service Provider Representative

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

No Text This Page

DOCUMENT 4

UTILIZATION PLAN/WAIVER REQUEST & INITIAL EEO STAFFING PLAN FORM

The following form must be completed by the Prime Contractor/Service Provider within 10 days of notice of lowest conforming bid and submit to the community MBO.

Disclaimer – Check the EFC website at www.nysefc.org to ensure the forms you are using are the most recent forms available and to obtain an electronic copy of the forms.

No Text This Page

**Minority & Women Owned Business Enterprise (M/WBE) Utilization Plan & Waiver Request
Initial Staffing Plan & Equal Employment Opportunity (EEO) Form**

Instructions can be found on the last page of this document

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

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION		
If Contract is being performed through a Joint Venture or Teaming Arrangement please submit the additional form found at www.nysefc.org		
Firm Name:	Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified you must select either <u>MBE OR WBE</u> .		
Address:	Phone #:	Fed. Employer ID #:
Description of Work:		
Award Date:	Start Date:	Completion Date:
Original Contract Amount: \$ Current Contract Amount: \$ (includes all change orders & amendments – goals are applied to current amount)	MBE Goal: %	Dollar Amount: \$
	WBE Goal: %	Dollar Amount: \$
		Goal Total: \$
<i>If waivers are requested please fill out the information below:</i>		
<input type="checkbox"/> Full Waiver for both MBE and WBE (good faith effort documentation must be attached)		
<input type="checkbox"/> Partial Waiver for: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (good faith effort documentation must be attached)		
<input type="checkbox"/> Specialty Equipment/Services Waiver (must be of SIGNIFICANT cost - list of equipment and cost & good faith effort documentation must be attached)		

**Minority & Women Owned Business Enterprise (M/WBE) Utilization Plan & Waiver Request
Initial Staffing Plan & Equal Employment Opportunity (EEO) Form**

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

**Minority & Women Owned Business Enterprise (M/WBE) Utilization Plan & Waiver Request
Initial Staffing Plan & Equal Employment Opportunity (EEO) Form**

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

Additional Pages can be found under the Resource Library at www.nysefc.org

**Minority & Women Owned Business Enterprise (M/WBE) Utilization Plan & Waiver Request
Initial Staffing Plan & Equal Employment Opportunity (EEO) Form**

SECTION 4: INITIAL STAFFING PLAN & EQUAL EMPLOYMENT OPPORTUNITY FORM

By completing this form the Contractor certifies to the following: I shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status.

- Minority and Female EEO goal percentages for each County can be found in the guidance documents in EFC's Resource Library at www.nysefc.org
- EEO for Construction contracts should be reported as estimated hours (hrs) for the life of this contract
- EEO for Other Contracts should be reported as estimated dollars (\$) paid for the life of this contract
- The information should represent the whole workforce including the prime and subcontractors
- The MBO will be required to submit updates to the Staffing Plan on a quarterly basis with the quarterly report forms

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

**Minority & Women Owned Business Enterprise (M/WBE) Utilization Plan & Waiver Request
Initial Staffing Plan & Equal Employment Opportunity (EEO) Form**

FOR EFC USE ONLY				
<input type="checkbox"/> Specialty Equipment/Services Waiver Granted For: \$				Specialty Equipment Waived:
Accepted Contract Amount: <small>(includes all change orders, amendments & waivers)</small>	\$	MBE Goal:	Dollar Amount:	
		%	\$	
		WBE Goal:	Dollar Amount:	
		%	\$	
Goal Total:			\$	
<input type="checkbox"/> Waiver Granted For: <input type="checkbox"/> WBE <input type="checkbox"/> MBE				
Good Faith Effort Documentation Submitted:				
<input type="checkbox"/> Documentation was provided to demonstrate why M/WBE firms were not selected			<input type="checkbox"/> Submitted Waiver Form	
<input type="checkbox"/> Advertisements published in general circulation, trade & M/WBE publications			<input type="checkbox"/> Adequate documentation of solicitations to certified M/WBE firms	
<input type="checkbox"/> Work was structured to allow for subcontracting opportunities			<input type="checkbox"/> Empire State Development search documentation	
<input type="checkbox"/> Other:				
<input type="checkbox"/> This Utilization Plan is Hereby Accepted		<input type="checkbox"/> This Utilization Plan is Conditionally Accepted		<input type="checkbox"/> This Utilization Plan is Deficient
EFC Representative:	Conditions of Acceptance:		Please Submit:	
Date:	Date:		Date:	

**Minority & Women Owned Business Enterprise (M/WBE) Utilization Plan & Waiver Request
Initial Staffing Plan & Equal Employment Opportunity (EEO) Form**

INSTRUCTIONS FOR COMPLETING:

The following instructions will help you complete the Utilization Plan / Waiver Request and Staffing Plan Form for the New York State Environmental Facilities Corporation (NYSEFC) Clean & Drinking Water State Revolving Fund (CWSRF/DWSRF) program. **Incomplete forms will be found deficient.** Section 4 must be completed.

All forms & guidance documents can be found in the Resource Library at <http://www.nysefc.org/DocumentCentral.aspx> under the MWBE section. All requirements described in NYSEFC's MWBE-DBE-EEO Guidance Document must be followed.

It is our intention that this form be filled out & signed electronically by both the Minority Business Officer (MBO) and their Authorized Representative (if applicable) by checking the boxes indicated in Section 1. For more information on the roles and responsibilities of the MBO please visit www.nysefc.org. After signing, please send **the Word version by email** to mwbe@efc.ny.gov. Please use a subject heading that follows the format "UP/Waiver Request COUNTY NAME". NYSEFC will review and send the MBO an accepted copy by email. Please retain the word version of this document even after receiving the accepted copy as it can be modified for easy submittal of revised utilization plans.

If the contract is being performed under a Joint Venture or Teaming Arrangement, please fill out the additional form Joint Venture & Teaming Arrangement Form.doc. If more than 10 subcontractors are being used, additional pages for Section 3 can be found in the Additional Utilization Plan Section 3.doc.

The appropriate MBE-WBE-EEO goals specific to the County can be found in the MWBE-DBE-EEO Guidance Document.doc. Firms must be certified by the NYS Empire State Development (ESD) to be used for goal crediting purposes. Please refer to the Pre-Bid/Pre-Selection Informational Packet for instructions on searching the ESD website.

To ensure continued compliance with the M/WBE-DBE-EEO programs, all requirements described in NYSEFC's guidance document must be followed. Please ensure that the following procedures are also followed:

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

If NYSEFC can be of additional assistance please contact the M/WBE Division at 1/800-882-9721 or by e-mail at mwbe@efc.ny.gov.

INSTRUCTIONS FOR COMPLETION OF THE M/WBE EEO STAFFING PLAN FORM

Note: Staffing Plan and Staffing Plan Updates are required as part of the Utilization Plan, Quarterly Report and Monthly Report forms.

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

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

DESCRIPTION OF JOB CATEGORIES

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

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

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

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

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

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

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

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

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

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

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

No Text This Page

DOCUMENT 5

MONTHLY REPORT & EEO STAFFING PLAN UPDATE FORM

The following form must be completed by the Prime Contractor/Service Provider submitted to the MBO on a monthly basis.

Disclaimer – Check the EFC website at www.nysefc.org to ensure the forms you are using are the most recent forms available and to obtain an electronic copy of the forms.

No Text This Page

**CONTRACTOR'S Minority & Women Business (M/WBE) Monthly Report
& Update to Equal Employment Opportunity (EEO) Staffing Plan**

Instructions:

Detailed MWBE Subcontractor information (scope of work) is in the Prime Contractor's Utilization Plan posted on the EFC Website.

- Please fill out the electronic version of this form found at www.nysefc.org and submit to the community Minority Business Officer (MBO)
- Additional pages, guidance documents and forms can be found under the Resource Library at www.nysefc.org
- All MWBE Subcontractors for this contract MUST be listed in the form regardless of whether they were paid this month.
- Please send the Word version of this document & retain even after receiving the accepted copy as it can be modified for easy submittal next quarter.
- Proofs of payment in the amounts shown below must be kept in the MBO files for review.

Municipality:	County:	Contract ID:		Month:	Year:		
SRF Project No.:	GIGP No:	Registration No.:					
Prime Contractor/Service Provider:		Award Date:	Start Date:	Completion Date:			
Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. Date:							
Original Prime Contract Amount: \$ Current Prime Contract Amount: \$ (includes all change orders & amendments – goals are applied to current amount)		MBE Goal: % MBE Dollar Amount: \$ WBE Goal: % WBE Dollar Amount: \$ Total Paid to Prime Contractor this Month: \$ Total Paid to Prime Contractor to Date: \$					
NYS Certified M/WBE Contractor & Subcontractor	Revisions Since Last Month? (include explanation below)	Subcontractor Contract Amount		Payments this Month	Previous Payments	Total Payments Made to Date	
		Original	Current			MBE	WBE
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						

**CONTRACTOR'S Minority & Women Business (M/WBE) Monthly Report
& Update to Equal Employment Opportunity (EEO) Staffing Plan**

NYS Certified M/WBE Contractor & Subcontractor	Revisions Since Last Month? (include explanation below)	Subcontractor Contract Amount		Payments this Month	Previous Payments	Total Payments Made to Date	
		Original	Current			MBE	WBE
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Additional Pages can be found at www.nysefc.org TOTAL							
Please explain any revisions:							

**CONTRACTOR'S Minority & Women Business (M/WBE) Monthly Report
& Update to Equal Employment Opportunity (EEO) Staffing Plan**

MONTHLY UPDATE - STAFFING PLAN & EQUAL EMPLOYMENT OPPORTUNITY FORM

By completing this form the Contractor certifies to the following: I shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status.

- Minority and Female EEO goal percentages for each County can be found in the guidance documents in EFC's Resource Library at www.nysefc.org
- EEO for Construction contracts should be reported as estimated hours (hrs) for the life of this contract
- EEO for Other Contracts should be reported as estimated dollars (\$) paid for the life of this contract
- The information should represent the whole workforce including the prime and subcontractors
- The Contractor will be required to submit updates to this form on a monthly basis with the Monthly report forms

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

No Text This Page

DOCUMENT 6

JOINT VENTURE/TEAMING ARRANGEMENT FORM

The following form should only be completed when a Joint Venture or Teaming Arrangement is proposed by the Prime Contractor/Service Provider. This should be submitted with the Utilization Plan/Waiver Request & Initial EEO Staffing Plan Form to the community MBO.

Disclaimer – Check the EFC website at www.nysefc.org to ensure the forms you are using are the most recent forms available and to obtain an electronic copy of the forms.

No Text This Page

Joint Venture & Teaming Arrangement Form

Please submit this form with the Utilization Plan Waiver Request form IF the Contract is being performed by a joint venture or teaming arrangement

Municipality:		County:	
SRF Project No.:		Contract ID:	
Registration No.:			
JOINT VENTURE / TEAMING ARRANGEMENT INFORMATION			
Firm Name:		Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified you must select either <u>MBE OR WBE</u> .			
Address:		Phone #:	
Fed. Employer ID #:			
Description of Work:			
Award Date:		Completion Date:	
Contribution of this firm towards whole contract: \$			
Firm Name:		Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified you must select either <u>MBE OR WBE</u> .			
Address:		Phone #:	
Fed. Employer ID #:			
Description of Work:			
Award Date:		Completion Date:	
Contribution of this firm towards whole contract: \$			
Firm Name:		Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified you must select either <u>MBE OR WBE</u> .			
Address:		Phone #:	
Fed. Employer ID #:			
Description of Work:			
Award Date:		Completion Date:	
Contribution of this firm towards whole contract: \$			

Joint Venture & Teaming Arrangement Form

Firm Name:		Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified you must select either <u>MBE OR WBE.</u>			
Address:		Phone #:	Fed. Employer ID #:
Description of Work:			
Award Date:		Start Date:	Completion Date:
Contribution of this firm towards whole contract: \$			
Firm Name:		Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified you must select either <u>MBE OR WBE.</u>			
Address:		Phone #:	Fed. Employer ID #:
Description of Work:			
Award Date:		Start Date:	Completion Date:
Contribution of this firm towards whole contract: \$			
Firm Name:		Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified you must select either <u>MBE OR WBE.</u>			
Address:		Phone #:	Fed. Employer ID #:
Description of Work:			
Award Date:		Start Date:	Completion Date:
Contribution of this firm towards whole contract: \$			

DOCUMENT 7

DBE SUBCONTRACTOR PARTICIPATION FORM (EPA FORM 6100-2)

The following form must be provided to potential MBE and WBE subcontractors. Subcontractors may use this form to notify EPA of concerns.

Disclaimer – Check the EFC website at www.nysefc.org to ensure the forms you are using are the most recent forms available and to obtain an electronic copy of the forms.

At this time, the DBE requirements may be fulfilled by utilizing New York State Certified MBE or WBE Firms

No Text This Page



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

NAME OF SUBCONTRACTOR¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
<hr/> <div>Subcontractor Signature</div> <div>Title/Date</div>		

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

DOCUMENT 8

DBE SUBCONTRACTOR PERFORMANCE FORM (EPA FORM 6100-3)

The following form must be provided to potential MBE and WBE subcontractors. Either Subcontractors or Prime Contractors/Service Providers must complete this form and make reasonable efforts to obtain signatures from the MWBEs contacted.

Disclaimer – Check the EFC website at www.nysefc.org to ensure the forms you are using are the most recent forms available and to obtain an electronic copy of the forms.

At this time, the DBE requirements may be fulfilled by utilizing New York State Certified MBE or WBE Firms

No Text This Page



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

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

NAME OF SUBCONTRACTOR ¹		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No		
_____ Signature of Prime Contractor		_____ Date
_____ Print Name		_____ Title
_____ Signature of Subcontractor		_____ Date
_____ Print Name		_____ Title

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

DOCUMENT 9

DBE SUBCONTRACTOR UTILIZATION FORM (EPA FORM 6100-4)

The following form must be completed by the Prime Contractor/Service Provider and submitted to the community MBO.

Disclaimer – Check the EFC website at www.nysefc.org to ensure the forms you are using are the most recent forms available and to obtain an electronic copy of the forms.

At this time, the DBE requirements may be fulfilled by utilizing New York State Certified MBE or WBE Firms

No Text This Page



OMB Control No: _____
 Approved: _____
 Approval Expires: _____

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

Title

91



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

DOCUMENT 10

EQUAL EMPLOYMENT OPPORTUNITY POSTER

The following poster is required to be displayed by the Prime Contractor in a visible area at the construction site.

No Text This Page

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

A M E N D M E N T

The County of Onondaga (County) and CH2M Hill (Contractor), at 290 Elwood Davis Road, Suite 290, Syracuse, NY 13088 agree that:

County and Contractor made a contract numbered 33808.

Contract numbered 33808 is hereby amended in that the Scope of Services is hereby amended to include the modification to Task 9, Monitoring, Modeling and Field Work stated, as stated in the August 6, 2012 letter incorporated and made a part of this agreement and the compensation which County will pay to Contractor under contract numbered 33808 is increased by not more than \$62,265.00.

In all other respects, Contract numbered 33808, as amended, is hereby ratified and confirmed except as herein amended.

In witness whereof, County and Contractor have executed the writing of this agreement on the dates hereafter written.

County of Onondaga

Dated: 9-26, 2012

By: Joanne M. Mahoney
Joanne M. Mahoney, County Executive MJM

CH2M Hill

Dated: September 20, 2012

By: David P. Smith

CSO Program Management/Green Infrastructure (GI), Contract 33808, Amendment No. 5

To: Tom Rhoads/OCWEP
Cc: Matt Millea/OCE
Michael Lannon/OCWEP
Daniel Lynch/CH2M HILL
Matthew Marko/CH2M HILL
From: Rita Fordiani/CH2M HILL
Date: August 6, 2012

Summary of Change

In response to a request from Onondaga County to use the County's Stormwater Water Management Model (SWMM) and geographic information system (GIS) mapping to support the County's CSO Notification Website Program, a contract modification is required to the following task: Task 9 – Monitoring, Modeling, and Field Work.

Details are provided below under Scope of Work.

Cause of Change

Onondaga County has entered into an Agreement with the Onondaga Environmental Institute (OEI) - who is acting on behalf of the Onondaga Lake Partnership - to accept federal grant funds to pay the cost of implementing a project referred to as the "Onondaga Lake and Tributary Water Quality Notification Program." The project scope as noted in a fact sheet is the creation of a website which integrates data from the Storm Water Management Model (SWMM) with GIS data and weather data from the Department of Water Environment Protection (WEP) rain gauges to create a predictive color-coded CSO status map in the tributaries and the lake. Using a typical stop light approach (i.e., green, yellow, and red codes – or some other color coding) the status of the CSOs and the receiving water impacts due to wet-weather events would be clearly displayed. While many Onondaga Lake specific websites exist, presently none of them lend themselves to support water quality information on a real-time basis to the wider community.

Scope of Work

Task 9: Monitoring, Modeling, and Field Work: Task 9 includes several significant subtasks:

1. Monitoring: 2009 Flow and
Rainfall Monitoring Program
2. Filed Work: Green
Infrastructure Site Surveys, Soil Infiltration Testing, and Environmental Reviews and
Sampling
3. Green Infrastructure
Monitoring Program Development in support of the Ambient Monitoring Program Work
Plan development

- | | | |
|----|--------------------------------|--------------------------|
| 4. | Model (SWMM) Review and Update | Stormwater Management |
| 5. | Program Support | CSO Notification Website |

This Amendment #5 is limited to this new Subtask 9.5. Detailed scope includes the following:

- Provide GIS services including data creation/editing, data transfer, quality control, and other GIS data management tasks to support the SWMM as well as the web-based mapping application in the Harbor Brook Interceptor Sewer area and the Metro Interceptor Sewer area.
- Update and expand existing condition SWMM including refinement of subcatchment/basin delineation, expansion of network, modification of facility operation setup, and development of tailwater to receiving waterbodies.
- Perform statistic analysis of typical year precipitation data for occurrence probability and return frequency.
- Perform 3 typical year SWMM runs: 1 of the existing MIS SWMM (2011), 1 of the existing HBIS SWMM (2011), and 1 of the updated combined systemwide SWMM (September 2012). For each typical year run, provide an analysis of CSO events for each CSO outfall based on return frequency of intensity and/or total rainfall.
- Prepare 1 memo on CSO trigger criteria and participate in team kick-off meetings. Provide any CSO trigger criteria updates based on updated combined systemwide SWMM (September 2012).

Results

As a result of the above scope of work, the County will be able to produce web-based maps showing the CSOs potentially discharging and the waterbodies impacted based on rainfall. The systemwide model w more detailed and representative of updated hydrologic and hydraulic conditions within the County's combined sewer service area; therefore, the updated systemwide SWMM trigger criteria are more accurate at predicting CSOs.

Impacts on Costs

This document proposes a \$62,265 increase to the contract budget for the work described above. The breakdown for these costs is presented in Tablet 1. The following same cost and billing adjustments apply:

- | | | |
|---|----------------------------------|--------------------------------|
| • | at a maximum multiplier of 3.15. | CH2M HILL labor to be billed |
| • | not be billed. | Meal expenses will continue to |

Impacts on Schedule

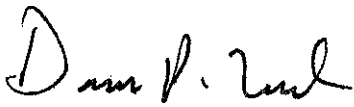
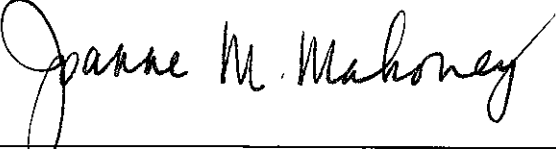
No impact on the contract schedule of December 31, 2015, is requested at this time. It is anticipated that all work associated with the CSO Notification Website Program support will be performed by September 30, 2012.

Need for Contract Amendment

A contract amendment is required to continue the work outlined above.

CSO Program Management/Gray-Green Infrastructure				
Contract 33808, Amendment No. 5				
Table 1 - CHANGE NOTIFICATION BUDGET SUMMARY				
Task #	Task Title	Current Contract Budget (\$)	Amendment 5 Additional Amount Requested (\$)	Revised Budget (\$)
1	Program Management	\$1,004,000	\$0	\$1,004,000
2	System Planning, Analysis and Special Studies	\$1,136,000	\$0	\$1,136,000
3	Institutional Arrangements	\$260,000	\$0	\$260,000
4	Public Involvement	\$456,000	\$0	\$456,000
5	Funding	\$468,000	\$0	\$468,000
6	Concept Development	\$727,000	\$0	\$727,000
7	Design Development	\$7,867,000	\$0	\$7,867,000
8	Services During Construction and Inspection Services	\$1,341,000	\$0	\$1,341,000
9	Monitoring, Modeling, and Field Work	\$2,246,000	\$62,265	\$2,308,000
10	Program Support	\$879,000	\$0	\$879,000
11	QC Program Coordination	\$745,000	\$0	\$745,000
TOTAL		\$17,129,000	\$62,265	\$17,191,265

Approval of Change

CH2M HILL	Onondaga County
Signature: 	Signature: 
Name: Daniel P. Lynch	Name:
Date: September 20, 2012	Date: 9-26-12

State of _____)
County of _____) ss.:

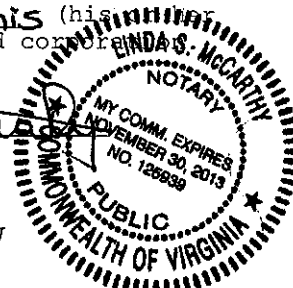
On the _____ day of _____ in the year _____ before me the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that _____ (he or she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

Form 2

State of Virginia)
County of Fairfax) ss.:

On the 20th day of September in the year 2012 before me personally came Daniel P. Lynch, who, being by me duly sworn, did depose and say that he (he or she or they) reside(s) in Fairfax County (if the place of residence is in a city, must include the street and street number, if any); that he (he or she or they) is (are) the Vice President (must be corporation's president or other officer or attorney-in-fact duly appointed) of CH2M Hill, the corporation described in and which executed the above instrument; and that he (he or she or they) signed his (his or their) name(s) thereto by authority of the board of directors of said corporation.

Linda S. McCarthy



Instructions to Contractor About Signing and Acknowledging

If the contractor is an individual, a partnership, a limited liability company, an unincorporated association, or any entity, other than a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in only the Form 1, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, only Form 1, above.

If the contractor is a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in both the Form 1, above, manner and in the Form 2, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, both Form 1, above, and Form 2, above.

A M E N D M E N T

The County of Onondaga (County) and CH2M Hill (Contractor), at 290 Elwood Davis Road, Ste 290, Syracuse, New York 13088, agree that:

County and Contractor made a contract numbered 33808.

Contract numbered 33808 is hereby amended such that the scope of services is hereby expanded to include the modifications to Task 1 through Task 11, as stated in the Change Notification CSO Program Management/Gray-Green Infrastructure Amendment No. 6 attached hereto as Exhibit "A" and incorporated and made a part of this agreement.

Contract numbered 33808 is hereby amended such that the term of contract numbered 33808 is hereby extended through December 31, 2018 and the compensation which County will pay to Contractor under contract numbered 33808 is increased by not more than \$5,111,735.00.

In all other respects, Contract numbered 33808, as amended, is hereby ratified and confirmed except as herein amended.

In witness whereof, County and Contractor have executed the writing of this agreement on the dates hereafter written.

County of Onondaga

Dated: 7-18, 20 13

By: Joanne M. Mahoney
Joanne M. Mahoney, County Executive LAM

CH2M Hill

Dated: JUNE 27, 2013

By: Matthew J. Marico
MATTHEW J. MARICO
VICE PRESIDENT

Form 1

State of New York)
County of Onondaga) ss.:

On the 27th day of June in the year 2013 before me the undersigned, personally appeared Matthew J. Marko, 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 or she or they) executed the same in _____ (his or her or their) capacit(y)(ies), and that by _____ (his or her or their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Mary Beth Rice

MARY BETH RICE
Notary Public, State of New York
No. 4775559
Qualified in Onondaga County
Commission Expires June 30, 2014

Form 2

State of New York)
County of Onondaga) ss.:

On the 27th day of June in the year 2013 before me personally came Matthew J. Marko, who, being by me duly sworn, did depose and say that _____ (he or she or they) reside(s) in City - 311 DeForest Rd. (if the place of residence is in a city, must include the street and street number, if any); that _____ (he or she or they) is (are) the Vice President (must be corporation's president or other officer or attorney-in-fact duly appointed) of CH2M Hill, the corporation described in and which executed the above instrument; and that _____ (he or she or they) signed _____ (his or her or their) name(s) thereto by authority of the board of directors of said corporation.

MARY BETH RICE
Notary Public, State of New York
No. 4775559
Qualified in Onondaga County 14
Commission Expires June 30, 2014

Mary Beth Rice

Instructions to Contractor About Signing and Acknowledging

If the contractor is an individual, a partnership, a limited liability company, an unincorporated association, or any entity, other than a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in only the Form 1, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, only Form 1, above.

If the contractor is a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in both the Form 1, above, manner and in the Form 2, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, both Form 1, above, and Form 2, above.

CSO Program Management/Gray-Green Infrastructure, Contract 33808, Amendment No. 6

To: Tom Rhoads/OCWEP
Cc: Matt Millea/OCE
Daniel Lynch/CH2M HILL
Matthew Marko/CH2M HILL
From: Rita Fordiani/CH2M HILL
Date: June 19, 2013

Summary of Change

To continue to manage the Onondaga County (OC) Save the Rain Green Infrastructure (GI) Program (Program), modifications are required to the following tasks:

- Task 1 - Program Management
- Task 2 - System Planning, Analysis and Special Studies
- Task 3 - Institutional Arrangements
- Task 4 - Public Involvement
- Task 5 - Funding
- Task 6 - Green Concept Development
- Task 7 - Design Development Assistance
- Task 8 - Services During Construction
- Task 9 - Monitoring
- Task 10 - Program Support
- Task 11 - Program Coordination

Details are provided below under Scope of Work. In addition, this amendment requests an extension in the contract end date of 12/31/15 to 12/31/2018. The budget and schedule requested in this amendment complies with the GI scope and end date of 12/31/2018 referenced in the Fourth Stipulation of the Amended Consent Judgment (ACJ) of 2009.

Cause of Change

Much work is required to meet the GI Program goals by 2018 outlined in the ACJ. Due to the evolving nature of the GI Program, Amendment 6 includes funding requests for work performed throughout all 11 tasks except for Tasks 7 where a reduction in budget is included. Details of Amendment 6 follow.

Scope of Work

Task 1: Program Management – Project Management: Project management (PM) efforts include monthly management of approximately 12 subcontracts, M/WBE forms, invoicing, and maintenance of the CH2M HILL Program Sharepoint site. In total for Task 1, we are requesting an additional \$774,000 to support these efforts through December 31, 2018. With the remaining funds in Task 1, this will provide a budget of approximately \$13,000/month going forward. This is less than previous spending, as we anticipate the number of subcontracts decreasing over time.

Task 1 Deliverables:

- Monthly invoices and progress reports (electronic [e] and hard copy delivery)
- Monthly MWBE reports (e-delivery)
- Monthly subcontractor invoice and payment processing
- Quarterly Sharepoint reviews

Task 2: System Planning, Analysis and Special Studies: Task 2 will continue to include the following types of efforts:

- GI Program Planning – Ongoing development and evolution of Unit Price GI Construction and Maintenance Contracts. In addition, we worked with the County on development and support of the GI Design Consultant RFQ/RFP, and will continue to coordinate through the selection and integration of the new consultant. The GI Design Consultant (GDC) Award is expected in 3rd Quarter 2013.
- GI Program Database Management and GIS Support – Continuation of site conceptual and design information, stormwater capture, and cost detail management and mapping in the GI Program Access Database as the GI project advances from opportunity to concept to design to construction. Sufficient information and as-built details will be obtained when available for processing through the Stormwater Management Model (SWMM) under Task 9. In addition, CH2M HILL will continue to provide GIS mapping for the Save the Rain and Ambient Monitoring programs and support GIS Enterprise initiatives.
- GI Project Asset and Standard Maintenance Procedure (SMP) Identification – Continuation of GI asset and SMP identification for entry into the County's Maintenance Management System (Maximo).
- M/WBE Coordination – M/WBE firm(s) will be used to support a majority of the above services. In addition, the following additional services will also be coordinated and billed through an M/WBE:
 - M/WBE Support and Coordination (\$307,820 for 2013-2018)
 - Aerial survey (\$30,250 for 2013-2016)
 - GIF implementation oversight (\$198,000 for 2013-2017)
 - Document production (\$39,600 for 2013-2018)

In total for Task 2, we are estimating these services to average approximately \$12,000/month; therefore, we are requesting an additional \$835,000 to support these efforts through December 31, 2018, as we are currently out of budget on Task 2 support and currently restraining approximately \$22,000 of CH2M HILL billings.

Task 2 Deliverables:

- Quarterly GIS Updates (e-delivery)
- Database template development for GDC for capture and SWMM calculations
- Asset template development for GDC for County's Maximo upload

Task 3: Institutional Arrangements – Inter-Municipal Agreement (IMA), Ordinance and other Legislative Support: In the past we have worked with the County and the City of Syracuse on ordinance reviews and revisions to promote the advancement of green infrastructure. In addition, we prepare annual permission ordinances for ease of access to City-owned properties for GI implementation. We anticipate adoption of City stormwater and tree ordinance revisions related to GI in 2014 and continued annual permission ordinance development, IMA, and

legislative support through 2018, albeit at a reduced level. For these reasons, we are requesting an additional \$110,000.

Task 3 Deliverables:

- Annual Permission Ordinance updates for GI access (e-delivery)
- Annual IMA updates for Road Reconstruction GI projects
- 2014 Update to City of Syracuse Tree Ordinance
- 2014 Update to City of Syracuse Stormwater Ordinance

Task 4: Public Involvement – County-City and Other Intergovernmental Coordination, including Permits/SERP/SEQR/SHPO Support: Since initiation of the GI Program, routine County-City meetings have commenced to coordinate GI property planning, prioritization, design reviews, and approvals. It is anticipated that these meetings will continue throughout the program, either with the City and/or other landowners. We are also leading the SERP/SEQR/SHPO coordination efforts and will continue to lead these permit and approval efforts for the GI projects in the program, whether designed by CH2M HILL or not. Stormwater Pollution Prevention Plans (SWPPP) if necessary or any other local site-specific permits (i.e., Curb Cut or Site Permits) will be the responsibility of the GI Project Design Engineer or Construction Contractor. In total for Task 4, we are requesting an additional \$168,000 to support these efforts through December 31, 2018.

Task 4 Deliverables:

- County-City GI Coordination meeting leadership (typically every 3 weeks); includes preparation of agenda, meeting materials, and summary
- Annual GI permit reviews and lead SERP/SEQR/SHPO coordination

Task 5: Funding: The Green Improvement Fund (GIF) has become a significant positive public outreach component of the Save the Rain Program. We anticipate continuation of technical and administrative leadership of GIF. In addition, we are working with the contractor community to educate and promote involvement in constructing GI and review implementation. In total for Task 5, we are requesting an additional \$216,000 to support these efforts through 1st Quarter 2017, after which time we anticipate transitioning leadership of GIF to the County (if the GIF program is still required and/or desired). An additional \$5,000 of technical support was added to the Task 5 budget to support a potential grant application; therefore, the total Task 5 budget request is \$221,000.

Task 5 Deliverables:

- Annual (January-February) GIF program/chartering update
- Grant (i.e., GIGP) preparation technical support

Task 6: Green Concept Development/GI Planning Committee Coordination: CH2M HILL will work with the GI Planning Committee to identify potential GI projects that would be further developed by other consultants. For Amendment 6, we are requesting an additional \$389,000, approximately \$9,000/month through program completion in 2018.

Task 6 Deliverables:

- Flow chart development for GDC, Program Manager, GI Planning Committee, and Contractor communication
- GI Planning Committee participation including GI project reviews (typically at GI project kick-off and 60% and 100% design reviews)

Task 7: Design Development: To shift the majority of the remaining GI designing to other firms, CH2M HILL is subtracting \$500,000 from our current budget. This subtraction will leave \$122,000 to complete designs started in early 2012 by CH2M HILL and nearing design completion including:

1. C-86b: Bank Street/Alley Streetscape Enhancements (95% complete)
2. C-136ab: Loguen Park & Pavement Removal at Loguen Park (90% complete)
3. C-198: Oneida Street Road Recon (95% complete)
4. C-199: Clinton Street Road Recon (95% complete)
5. C-201: Richmond Avenue Road Recon (95% complete)
6. E-33: I-690 Downspout Disconnections (95% complete)
7. F-07: Magnarelli Community Center Green Roof (95% complete)
8. H-35: Vacant Lot at Emerson St. and Kingsley St. (95% complete)
9. M-43: Comfort-Tyler Park (90% complete)

Note: Future City of Syracuse Road Reconstruction GI project designs to be performed by GDC.

Task 7 Deliverables:

- Bid-ready design delivery of above projects

Task 8: Bid Services, Services During Construction (SDC) and Inspection Services:

CH2M HILL is currently providing services during the bid process (advertisement through contracting), services during construction, and inspection services for CH2M HILL-designed GI projects. Services during construction include pre-construction and coordination meetings; review of submittals; responding to Requests for Information (RFIs); review of claims, modifications, and change orders; and other engineering support associated with project implementation. Inspection services and management thereof focus on construction quality, communication and documentation of field work, warranties, and maintenance. Design/Construction Review Meetings with County staff will continue on a weekly basis depending on program needs in addition to on-site meetings. Project completions reports are also prepared.

Harbor Brook CSO 018 Pilot Wetland Treatment System Construction: The following construction services totaling \$451,000 performed by CHA for the Harbor Brook CSO 018 Pilot Wetland Treatment System were agreed to be included in Amendment 6:

- 2012 bid and construction administration and oversight (\$126,000)
- Soils and groundwater management plan development (\$30,000)
- 2013 construction administration and oversight (\$191,000)
- 2013 construction administration and oversight extension and baseline groundwater sampling per draft 2013 SPDES permit (\$104,000). It is assumed that WEP will provide the laboratory analyses and that no new groundwater observation well is required.

Bid Services: After Amendment 4 was approved in 2011, the County requested CH2M HILL to provide bid services for all CH2M HILL designed projects. Bid services average approximately \$5,000/project. We are currently out of funds in Task 8 largely due to the unanticipated addition of bid services support.

For Amendment 6, we are requesting \$1,032,000. This amount is to cover current billings withheld (approximately \$387,000 from CH2M HILL and a similar amount from CHA), Harbor Brook CSO 018 Pilot Wetland Treatment System construction, bid services, SDC, and construction inspection of the remaining projects yet to be constructed (listed under Task 7 above) as well as the

following contracted projects designed by CH2M HILL in 2012 but construction continues in 2013 (% complete noted below). These include:

1. C-42: Atrium Garage Cistern Pilot (75% complete)
2. C-73: West Onondaga Street Green Corridor (0% complete)
3. C-86a: Bank Street/Alley Storm Sewer (0% complete)
4. C-153: CoE Streetscape (0% complete)
5. E-40ab: Westcott Street Greening (Dell to S. Beech) and Knoll at S. Beech (0% complete)
6. H-14: CSO 018 Wetland (90% complete)
7. H-31: Zoo Stormwater Wetland (70% complete)
8. H-33: Lewis Park Enhancements (95% complete)
9. H-34: Zoo Parking Lot (80% complete)
10. H-36: Wadsworth Park (80% complete)
11. M-12a: Green Roof at the Salina Street Post Office (75% complete)
12. M-29bc: Vacant Lots at 147 Hughes Place & 220 Lorraine Ave. (0% complete)

Task 8 Deliverables:

- Bid services and construction inspection of Task 7 and 8 projects listed above
- Baseline 2013 groundwater sampling per draft 2013 SPDES permit

Task 9: Monitoring, Modeling, and Field Work: Task 9 includes several significant subtasks:

1. *Amended Consent Judgment Reporting* – Starting with the April 1, 2014 ACJ Annual Report, CH2M HILL will take ownership of the report development and production. CH2M HILL will be lead author for the following report sections:
 - SWMM update and 2018 projection
 - GI update
 - Public outreach update
 - Intergovernmental cooperation update

It is understood that others such as the County and those parties working on behalf of the County will provide content to CH2M HILL to complete the report requirements for final assembly and professional engineer's stamping by CH2M HILL. The ACJ Report schedule is assumed as follows:

- End Summer prior year – planning and strategy workshop
 - Fall prior year – develop outline, action items, authors, and deadlines
 - Early January – submittal of draft1 report sections to CH2M HILL
 - Mid January – draft1 document out for review by all authors
 - End January – anticipated coordination meeting to review draft1 report submittals
 - Early February – authors address comments and submit draft2 to CH2M HILL
 - Mid February – draft2 document out for review by all authors
 - End February – anticipated coordination meeting to review draft2 report submittals
 - Early March – authors address comments and submit draft3 to CH2M HILL
 - Mid March – fatal flaw review
 - End March – stamp and submit
2. *GI Monitoring Support* – CH2M HILL has and will continue to participate in the AMP delivery and work with other entities such as the Center for Excellence, providing GI Program updates, GIS mapping support, and GI monitoring program support and leadership.

3. *SWMM Project-Specific Updates* – SWMM was transformed during 2012-2013, and several additional modeling efforts were included beyond the scope in Amendment 4; these include the following assessments and supporting efforts and their status:
 - CSO Weir Survey Analysis (completed – see item #7 below)
 - Gray Infrastructure Projects (CSO 063 – responding to comments)
 - Green Infrastructure Projects (CSOs 052 Garzones – concept completed)
 - Green Infrastructure Projects (CSOs 067 Newell – concept development late 2013)
 - Metro NS&G Improvements (completed; improvements out to bid by others)
 - Honeywell Dredging Impacts (analysis underway)
 - Franklin Area (CSOs 020 and 021; pending monitoring data Fall 2013)
 - West Fayette Sewer Separation (analysis pending dye test field work by County)
 - Coordination with consultant EmNet (completed)
4. *SWMM Annual Updates* – SWMM will be sued to provide the following annual updates either as part of the ACJ Report or as a separate annual deliverable:
 - Annual CSO volumes and frequencies of discharge based on the typical year (1991)
 - Annual CSO trigger values
 - Annual GI prioritization and mapping (includes GIF update)
5. *SWMM System Optimization* – A system optimization analysis to increase system performance and reduce CSO will be performed by maximizing system in-pipe and offline storage and improving flow management and facility operation. The system optimization analysis will include the following facilities:
 - Selected sewer regulator weirs/gates
 - EBSS
 - Midland RTF
 - Hiawatha RTF
 - Clinton Storage
 - Lower Harbor Brook Storage
6. *Field Work* – Field work has been predominantly performed by M/WBE firms. Remaining field work includes the following services in support of CH2M HILL-led designs in 2012; this field work was completed in Spring 2013:
 - Soil Infiltration Testing for C-198, C-199, and C-201
 - Soil Boring for C-29f West Fayette
7. *CSO Weir Survey* – Onondaga County requested the survey of weirs at 28 CSO regulator locations. This work was performed during 4th quarter 2012 through 1st quarter 2013.
8. *Harbor Brook CSO 018 Pilot Wetland Treatment System Monitoring* - We anticipate approximately \$250,000/year for pilot years 2014-2015 is required to meet the initial monitoring requirements of the DEC's draft State Pollutant Discharge Elimination System (SPDES) permit. After the initial 2-year monitoring period, adjustments to any constructed or operational parameters will be made, and it is anticipated that a revised monitoring program and budget will be developed with regulatory agencies. Monitoring is expected to be performed by SUNY ESF utilizing an M/WBE for data review and oversight.

Additional funding of \$1,160,735 is required to perform the above updates through December 31, 2018.

Task 9 Deliverables:

- Annual ACJ Reports due April 1 to ACJ parties beginning in 2014 through 2017.
- SWMM Project-Specific Updates as they are completed
- SWMM Annual Updates per ACJ, GIF, or other mutually-determined schedule
- SWMM System Optimization Analysis, expected by year-end 2013
- Harbor Brook CSO Wetland Treatment System Pilot 2-Year Monitoring Performance and Summary per draft 2013 SPDES

Task 10: Program Support: Task 10 includes numerous coordination activities such as ACJ and Executive Committee meetings, coordination with funding agencies such as EFC, legislative requests (IMAs, budgetary revisions, other), conference and public presentations and tours, mapping, and graphics for signage, program publications, and other miscellaneous efforts to support the GI Program. We are out of funds in Task 10; therefore, we are requesting an additional \$300,000 to support Task 10 efforts through December 31, 2018 (approximately \$4,000/month). This task is currently out of budget and we are restraining approximately \$41,000 of CH2M HILL billings.

Task 10 Deliverables:

- Attendance at bi-weekly ACJ Meetings as required for SWMM and GI program management
- Attendance at Executive Committee Meetings as required for SWMM and GI program management
- Graphics support of GI program signage pilot program
- Technical support of County professional society program presentations, publications, tours, and awards

Task 11: GI Program Coordination: This task will provide one full time employee to perform specific duties requested by the County including:

- Active leadership in the County's GIF program, acting as Chair and coordinating reviews, approvals, and payments
- Active leadership in the County's new GI Planning Committee, acting as Chair to coordinate project concepts to be designed by other consultants
- Active leadership in project specific public outreach (public presentations); City-County coordination; press conferences; national marketing strategy development/execution; gray projects coordination; program award and grant applications
- Coordination of strategic program partnerships both large (such as SUNY Upstate Medical University) and small

We anticipate participation to decrease gradually from 2014-2018; therefore we are requesting a budget of \$622,000 to support these efforts through December 31, 2018.

Task 11 Deliverables:

- Upon request by County related to above activities

Impacts on Costs

This document proposes a \$5,111,735 increase to the contract budget for the work described above. A significant portion of this amount will cover out-of-scope services previously approved as CH2M HILL is withholding approximately \$450,000 in billings and CHA is also withholding a similar amount. Reorganization of approximately \$1,000,000 of work under MWBEs in addition to approximately \$500,000 of new work for MWBEs under Amendment 6 will increase the program MWBE percentage to approximately 14%.

As of authorization of this Amendment 6, percent markup on expenses and subcontractors is reduced to 5% for the remainder of this contract. There are no changes to the following billing agreements:

- CH2M HILL labor to be billed at a maximum multiplier of 3.15.
- Construction inspection manager (Task 8) to be billed at a field rate multiplier of 2.5.
- GI Program Coordination (Task 11) to continue to be billed at a labor multiplier of 2.523.
- Meal expenses will not be billed.

Cost breakdowns are provided in Attachments 1 and 2.

Impacts on Schedule

A schedule extension is requested through December 31, 2018.

Need for Contract Amendment

A contract amendment is required to continue the work outlined above on a schedule consistent with ACJ mandates that is above the current contract amount.

Approval of Change

CH2M HILL	Onondaga County
Signature:	Signature:
Name: Daniel P. Lynch	Name:
Date:	Date:

CSO Program Management/Gray-Green Infrastructure Contract 33808, Amendment No. 6 ATTACHMENT 1 - CHANGE NOTIFICATION AMENDMENT SUMMARY				
TASK TITLE	CH2M HILL	SUB- CONTRACT	SUB- CONTRACTOR	JUNE 2013 AMENDMENT 6 AMOUNT REQUESTED
1 - PROJECT MANAGEMENT	\$774,000	\$0	-	\$774,000
2 - DATABASE, GIS, MAINTENANCE, MWBE SUPPORT (CAD, GIS, ENGINEERING, PERMITS, GIF, ETC.)	\$362,400	\$472,600	MWBE	\$835,000
3 - INSTITUTIONAL ARRANGEMENTS, ORDINANCE & CODE REVIEW	\$110,000	\$0		\$110,000
4 - CITY COORDINATION	\$168,000	\$0		\$168,000
5 - GIF ADMINISTRATION	\$221,000	\$0		\$221,000
6 - GREEN DESIGNER COORDINATION	\$389,000	\$0		\$389,000
7 - DESIGN	-\$400,000	-\$100,000	MWBE	-\$500,000
8 - BID ASSISTANCE & CONSTRUCTION SERVICES	\$481,000	\$551,000	\$100,000 MWBE; \$451,000 CHA	\$1,032,000
9 - SWMM; WEIR SURVEY, ACJ REPORT	\$695,735	\$465,000	MWBE	\$1,160,735
10 - PROGRAM SUPPORT	\$300,000	\$0		\$300,000
11 - OC PROJECT COORDINATION	\$622,000	\$0		\$622,000
TOTAL	\$3,723,135	\$1,388,600		\$5,111,735

CSO Program Management/Gray-Green Infrastructure
Contract 33808, Amendment No. 6
ATTACHMENT 2 - CHANGE NOTIFICATION PROGRAM SUMMARY

TASK NUMBER	TASK TITLE	CURRENT CH2M HILL CONTRACT BUDGET	AMOUNT SPENT THROUGH 5/31/2013*	AMENDMENT 6 ADDITIONAL AMOUNT REQUESTED	REVISED BUDGET	APPROXIMATE AMOUNT REMAINING AFTER 5/31/2013 THROUGH 12/31/2018
1	PROJECT MANAGEMENT	\$1,004,000	\$908,862	\$774,000	\$1,778,000	\$899,988
2	SYS PLANNING, ANALYSIS & SPECIAL STUDIES	\$1,136,000	\$1,158,829	\$835,000	\$1,971,000	\$929,780
3	INSTITUTIONAL ARRANGEMENTS	\$260,000	\$216,365	\$110,000	\$370,000	\$153,843
4	PUBLIC INVOLVEMENT	\$456,000	\$351,150	\$168,000	\$624,000	\$277,293
5	FUNDING	\$468,000	\$308,413	\$221,000	\$689,000	\$384,902
6	GREEN CONCEPT DEVELOPMENT	\$727,000	\$484,822	\$389,000	\$1,116,000	\$632,300
7	DESIGN DEV ASSISTANCE	\$7,867,000	\$7,244,727	-\$500,000	\$7,367,000	\$270,634
8	SERVICES DURING CONSTRUCTION	\$1,341,000	\$1,634,630	\$1,032,000	\$2,373,000	\$681,370
9	MONITORING/MODELING	\$2,308,265	\$1,678,329	1,160,735	\$3,469,000	\$1,564,536
10	PROGRAM SUPPORT	\$879,000	\$908,729	\$300,000	\$1,179,000	\$270,271
11	OC PROJECT COORDINATION	\$745,000	\$570,898	\$622,000	\$1,367,000	\$816,692
Total		\$17,191,265	\$15,465,754	\$5,111,735	\$22,303,000	\$6,812,609

*Approximate as 5/31/2013 invoice is not yet finalized. Invoices to date do not include approximately \$350,000 of charges withheld under Tasks 2, 8 and 10 pending budget transfers under Amendment 6.

DEPARTMENT Water Environment Protection

CONTRACT NO.

25510

The County of Onondaga (County) and CH2M Hill, Inc. (Contractor) at 290 Elwood Davis Rd, Suite 290, Syracuse, NY 13088, agree that:

TERM

The term of this agreement shall be from 05/06/2010 through 08/30/2011.

This agreement may be terminated without cause, by County or Contractor, by either's giving written notice of termination to the other at least 30 days in advance of termination. This agreement may be terminated for cause, by County, by County's giving written or oral notice of termination to Contractor at any time.

Except as is otherwise stated in this agreement, neither County nor Contractor shall have or make any claim for damages against the other for the other's terminating this agreement.

SCOPE OF SERVICES

Contractor shall provide engineering services for the CSO Facilities Olan Project as outlined in the Request for Proposal # 10-3330-002 and the contractors Technical Approach and Scope of Work both of which are attached hereto and made a part hereof.

No goods, equipment, work, or services may be provided under this agreement until County and Contractor have signed the writing of this agreement and notice to proceed has been given to Contractor by County.

COMPENSATION

County shall pay Contractor, in consideration of all goods, equipment, work, or services furnished by Contractor under this agreement, an amount not to exceed \$207,328.00 in full and final satisfaction of all services and expenses. The Fee Proposal is attached hereto and made a part hereof.

All payment shall be made in accordance with procedures established by County's comptroller and upon submission of approved claim forms which can only be obtained from County's Department of Water Environment Protection, hereby designated to act on behalf of County in directing and reviewing Contractor's services. Contractor shall report directly to Nicholas Capozza, Sewer Maintenance Engineer or other designee.

HOLD HARMLESS / DEFENSE AND INDEMNIFICATION

The Contractor covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County of Onondaga, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Contractor if self employed, Contractor's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance, of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused

or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the Contractor, its employees or agents.

The Contractor further covenants and agrees to obtain the necessary insurance as required by the General Obligations Law of the State of New York and this contract to effectuate this Hold Harmless clause, and, except as provided in the following sentence, shall name the County of Onondaga as an additional insured on all applicable insurance and indemnification. (See also insurance provision). The Contractor shall not be required to name the County as an additional insured solely on Professional Liability policies issued to the Contractor. Contractor agrees that this exception does not, in any way, alter its obligations of defense and indemnification to the County, its officers, agents and employees and representatives.

INSURANCE

Contractor shall purchase and maintain insurance of the types and coverages set forth below, written on an occurrence basis, reasonably acceptable to the County of Onondaga and which will provide primary liability coverage to Contractor **AND WITH THE COUNTY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTING BASIS** for claims which may arise out of or result from Contractor's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to Contractor if self-employed, Contractor's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom. As the sole exception to the foregoing, the Contractor shall not be required to name the County as an additional insured on policies issued to it for the professional liability of the Contractor.

All policies shall be written so that the County of Onondaga will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates or insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the County of Onondaga as an additional insured and stating the limits of liability, expiration date which are acceptable to the County of Onondaga shall be filed with and accepted by the County of Onondaga before operations are begun. The intent is that this insurance, with the County of Onondaga being named as an additional insured, is to be primary over and above the County of Onondaga's own general liability coverage.

The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

The Contractor also agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

In addition, the Contractor shall obtain and maintain Professional Liability Insurance with minimum limits of not less than one million dollars (\$1,000,000.00).

Also, the Contractor shall obtain and maintain Umbrella Insurance with minimum limits of not less than one million dollars (\$1,000,000.00).

Contractor further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law. The New York State Workers' Compensation Board requires the County to obtain from Contractors proof of Workers' Compensation

insurance coverage, Self Insurance or exemption from the requirement of obtaining Workers' Compensation insurance coverage. Proof must be submitted to the County on forms specified by the Workers' Compensation Board and that are stamped as received by the Workers' Compensation Board.

WORKERS' COMPENSATION AND DISABILITY BENEFITS

This agreement shall be void and of no effect unless Contractor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Contractor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Contractor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Contractor's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all

employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

CERTIFICATE OF INSURANCE

The Contractor shall have furnished to the Onondaga County Department of Law the attached Certificate of Insurance to be filled out and signed by the insurance agent, which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Said Certificate contains specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as TO INCLUDE THE COUNTY OF ONONDAGA AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTING BASIS and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder, the Onondaga County Attorney. Policies insuring solely the professional liability of the Contractor are not required to include the County as an additional named insured but must comply with every other requirement of this paragraph.

ASSIGNMENT

Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Contractor's right, title, or interest in this agreement, or Contractor's power to execute this agreement, to any other person or entity without the previous consent in writing of County.

INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Neither Contractor, nor Contractor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

CONFLICT OF INTEREST

At the time Contractor submits a bid, or if no bid is submitted, prior to performing any services under this agreement, Contractor shall deliver to County's Department of Law, the attached affidavit certifying that Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Contractor. Contractor assumes full responsibility for knowing whether Contractor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Contractor shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Contractor, Contractor's officers, Contractor's employees, Contractor's agents, and Contractor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Contractor shall suspend all work and services, and County's payments to Contractor shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction

of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Contractor, and Contractor shall disclose the same. Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this agreement pertains. If applicable, Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Contractor's officers, Contractor's employees, Contractor's agents, or Contractor's servants shall be deemed a conflict of interest of Contractor, giving rise to the duty to disclose.

Contractor shall not disclose any data, facts or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law.

LICENSES AND PERMITS

Contractor shall obtain at Contractor's own expense all licenses or permits required for Contractor's services or work under this agreement, prior to the commencement of Contractor's services or work.

APPROPRIATIONS

This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

AGREEMENT MODIFICATIONS

This agreement represents the entire and integrated agreement between County and Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by a writing signed by County and Contractor.

SEVERABILITY

If any term or provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement, and shall have the full force and effect of law.

SUSPENSION AND DEBARMENT

Contractor certifies that, except as noted, Contractor and any person associated with Contractor in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

COUNTY OF ONONDAGA

Dated: 6/30 2010

By: Joanne M Mahoney
Joanne M. Mahoney, County Executive RND
New York
CH2M Hill Inc.

Dated: 12 June 2010

By: [Signature]

State of NJ

County of Bergen ss.:

On the 12th day of June in the year 2010 before me personally came Vincent Rubino, who, being by me duly sworn, did depose and say that he (he or she or they) reside(s) in Bogota NJ, 501 Palisade Ave. (if the place of residence is in a city, must include the street and street number, if any); that he (he or she or they) is (are) the Vice President (must be corporation's president or other officer or attorney-in-fact duly appointed) of CH2M Hill, Inc., the corporation described in and which executed the above instrument; and that he (he or she or they) signed his (his or her or their) name(s) thereto by authority of the board of directors of said corporation.

MUFTAU A. BELLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 28, 2010
ID #2255862

[Signature]
Notary Public

State of NJ

County of Bergen ss.:

On the 12th day of June in the year 2010 before me the undersigned, personally appeared Vincent Rubino, 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 (he or she or they) executed the same in his (his or her or their) capacit(y)(ies), and that by his (his or her or their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

MUFTAU A. BELLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 28, 2010
ID #2255862

[Signature]
Notary Public

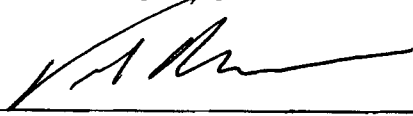
Conflict Interest Affidavit

State of NJ)
County of Bergen) ss.:

Vincent Rubino , being duly sworn, deposes and says:

CH2M Hill, Inc. (Contractor) agrees that Contractor has no interest and will not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of the services to be rendered to the County of Onondaga (County).

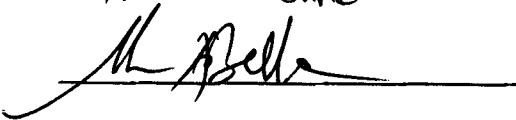
Contractor further agrees that, in the rendering of services to County, no person having any such interest shall knowingly be employed by Contractor.



Sworn to before me on this

12th day of June

2010.



MUFTAU A. BELLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 28, 2010
ID #2255862

CERTIFICATE OF INSURANCE

THIS CERTIFIES to Onondaga County Department of Law, Division of Risk Management
421 Montgomery Street, Syracuse, New York 13202
That the following described policies have been issued to and are now in force for:

INSURED'S NAME: CH2M Hill, Inc.

AND ADDRESS: 290 Elwood Davis Rd, Suite 290, Syracuse, NY 13088

COVERING ALL AGREEMENTS WITH COUNTY OF ONONDAGA OR THE SPECIFIC AGREEMENT
FOR: _____

	KIND OF INSURANCE	COMPANY & POLICY NO.	EXPIRATION DATE	LIMITS OF LIABILITY
X	Workers Compensation	Submit on a State C105.2		Statutory
X	Disability Benefits Law	Submit on a State DB120.1		Statutory
X	Comprehensive General Liability			CSL of \$1,000,000.00 per Occ/\$1,000,000.00 Agg in the Primary Policy
X	Comprehensive Auto Liability Policy			CSL of \$1,000,000.00 per Occ in the Primary Policy
X	Professional Liability Policy			CSL of \$1,000,000.00 per Occ in the Primary Policy
X	Umbrella Liability Policy			CSL of \$1,000,000.00 per Occ in the Primary Policy

The above described policies provide the following features or contain the following provisions by endorsement for the agreement(s):

1. The above policies will not expire and/or nonrenew or be cancelled for any reason or restricted in coverage until at least thirty (30) days prior written notice by certified mail has been given to the Onondaga County Department of Law.
2. The Comprehensive General Liability policy specifically includes premises/operations, products/completed operations, blanket broad form contractual, independent contractors, and broad form property damage coverage.
3. Personal Injury Liability is covered under the Comprehensive General Liability
4. There is no exclusion for actions on a agreement by a third party beneficiary arising out of a project for a public authorization on Contractor's and owner's contractual liability policies.
5. The above described policies have been endorsed as necessary to provide the limits of liability indicated.
6. Automobile liability coverage applies to owned, nonowned, and hired automobiles.
7. The CGL, Auto and Umbrella liability policies have been endorsed to include County of Onondaga as an additional insured on a primary and non-contributing basis.
8. A separation of Insureds endorsement is provided in the CGL and Auto policies.
9. Coverage for explosion, collapse and underground hazards is included under property damage liability.

NAME OF INSURANCE AGENCY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

ADDRESS OF INSURANCE AGENCY

TELEPHONE NUMBER

DATE

A M E N D M E N T

The County of Onondaga (County) and CH2M HILL^{New York}, Inc. (Contractor), at 290 Elwood Davis Road, Suite 290, Syracuse, New York 13088 agree that:

County and Contractor made a contract numbered 25510.

Contract numbered 25510 is hereby amended such that the compensation which County will pay to Contractor under contract numbered 25510 is increased by not more than \$5,284.13 as outlined in the letter dated June 7, 2011 incorporated and made part of this agreement. Additionally, the funds shall be transferred accordingly as outlined in the letter dated June 29, 2011 incorporated and made a part of this agreement.

In all other respects, Contract numbered 25510, as amended, is hereby ratified and confirmed except as herein amended.

In witness whereof, County and Contractor have executed the writing of this agreement on the dates hereafter written.

County of Onondaga

Dated: 9-8, 2011

By: Joanne M. Mahoney
Joanne M. Mahoney, County Executive RMD
^{New York}
CH2M HILL, Inc.

Dated: 10 Aug, 2011

By: [Signature]

Form 1

State of New York
County of King ss.:

On the 10th day of August in the year 2011, before me the undersigned, personally appeared Vincent Rubio, 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 (he or she or they) executed the same in his (his or her or their) capacit(y)(ies), and that by his (his or her or their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

NATASHA WILSON
Notary Public - State of New York
No. 01W16193462
Qualified in King County
My Commission Expires Sept. 15, 2012

Form 2

State of New York
County of King ss.:

On the 10th day of August in the year 2011 before me personally came Vincent Rubio, who, being by me duly sworn, did depose and say that he (he or she or they) reside(s) in 501 Palisade Ave Bogota, NJ 07603 (if the place of residence is in a city, must include the street and street number, if any); that he (he or she or they) is (are) the Vice President (must be corporation's president or other officer or attorney-in-fact duly appointed) of CH2M Hill, Inc., the corporation described in and which executed the above instrument; and that he (he or she or they) signed his (his or her or their) name(s) thereto by authority of the board of directors of said corporation.

NATASHA WILSON
Notary Public - State of New York
No. 01W16193462
Qualified in King County
My Commission Expires Sept. 15, 2012

Instructions to Contractor About Signing and Acknowledging

If the contractor is an individual, a partnership, a limited liability company, an unincorporated association, or any entity, other than a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in only the Form 1, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, only Form 1, above.

If the contractor is a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in both the Form 1, above, manner and in the Form 2, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, both Form 1, above, and Form 2, above.



CH2MHILL

CH2M HILL
430 E. Genesee St., Suite 400
Syracuse, NY 13202
Tel: 315-345-1440

June 7, 2011

406136

Mr. Michael J. Lannon, P.E.
Acting Commissioner
Onondaga County Department of Water Environment Protection
650 Hiawatha Blvd. West
Syracuse, NY 13204-1194

Subject Amendment Request for Engineering Services
CSO Facilities Plan
RFP Tracking No. 10-3330-002

Dear Mr. Lannon:

CH2M HILL has completed the County's CSO Facilities Plan for CSOs 022, 027, 029, 052, 060/077, and 067 with the submission of the final facilities plan report to the County on May 27, 2011. CH2M HILL performed additional services during the project outside its scope of work to assist the County submitting the CSO Facilities Plan to the New York State Department of Environmental Protection (NYSDEC) and the Atlantic States Legal Foundation (ASLF) in compliance with the Fourth Stipulation and Order Amending the Amended Consent Judgment.

CH2M HILL prepared and submitted a draft facilities plan report to the County, NYSDEC and ASLF on November 16, 2010 as per the contracted scope of work. The County then received thirty-one (31) NYSDEC comments and twenty-five (25) ASLF comments on the draft facilities plan report on January 18, 2011 and December 13, 2010, respectfully. Under the direction of the County, CH2M HILL reviewed the NYSDEC and ASLF comments, coordinated a response with the County and CH2M HILL's project subcontractors, and then drafted and submitted a written response to the NYSDEC on February 25, 2011. The County received a revised list of facility plan comments from the NYSDEC dated April 11, 2011. Again under the direction of the County, CH2M HILL reviewed the revised NYSDEC comments, coordinated a response with the County and CH2M HILL's project subcontractors, and then drafted a written response to the NYSDEC. Attachment 1 to this letter lists the work elements in CH2M HILL's contracted scope of work for the preparation and submittal of draft and final facilities plan reports. As demonstrated in Exhibit 1, the efforts to review and prepare responses to the NYSDEC and ASLF on the two occasions are not in CH2M HILL's contracted scope of work.

The level of effort and associated costs that CH2M HILL expended to review and prepare responses to the NYSDEC and ASLF on the two occasions described above are listed in Exhibit 2. CH2M HILL respectfully requests that the County amend the contracted scope of work and the not-to-exceed contract amount of \$207,328 to include the additional services

Mr. Michael J. Lannon, P.E.

Page 2

June 7, 2011

406136

executed by CH2M HILL under the direction of the County for the additional cost of \$5,284.13.

Should you have any questions or desire additional information, please contact me at (973) 316-3530 or Matt Marko at (315) 345-1440.

Sincerely,

CH2M HILL New York, Inc.

A handwritten signature in blue ink, appearing to read 'W. E. McMillin, Jr.', is positioned above the printed name.

William E. McMillin, Jr., D.WRE
Senior Technologist

SYR/2011-06-07 amendment request letter-submitted.docx

Enclosures

c: Nicholas Capozza, OCDWEP
Eric Schultheis, OCDWEP
Matthew Marko, P.E., CH2M HILL
Shivani Patel, CH2M HILL

ATTACHMENT 1

EXHIBIT 1

Task 5 Executed Scope of Work Analysis

Scope	Executed
1. Prepare a draft report	Prepared a draft report
2. Submit twelve (12) copies and one (1) electronic Adobe PDF format copy of the draft facilities plan	Printed and submitted 12 copies and one (1) electronic Adobe PDF format copy of the draft facilities plan on November 2, 2010
3. Incorporate comments and changes to the draft report	Incorporated comments and changes to the draft report
4. Prepare a final report suitable for approval	Prepared a final report suitable for approval
5. Submit twenty-five (25) copies and one (1) electronic Adobe PDF format copy of the draft facilities plan to the County	Submitted twenty-five (25) copies and one (1) electronic Adobe PDF format copy of the draft facilities plan to the County, NYSDEC, ASLF and others on November 16, 2010.
6.	Reviewed, coordinated, drafted, and submitted a written response to 31 NYSDEC comments and 25 ASLF comments on the draft plan report on February 25, 2011.
7.	Planned and drafted additional response to the April 11, 2011 NYSDEC comments.
8. Twenty-five (25) copies and one (1) electronic Adobe PDF format copy of the Revised Final Facilities Plan will be submitted within three (3) weeks of receipt of comments.	Revised and submitted twenty-five (25) copies and one (1) electronic Adobe PDF format copy of the Revised Final Facilities Plan to the County, NYSDEC, ASLF and others on May 27, 2011.

EXHIBIT 2

Level of Effort and Associated Costs for Out of Scope Efforts

Work Elements and Assigned Staff	Hours	Cost
6. Reviewed, coordinated, drafted, and submitted a written response to 31 NYSDEC comments and 25 ASLF comments on the draft plan report on February 25, 2011.		
Bill McMillin	18	\$3,478.25
Kate Marney	1	\$87.16
Shivani Patel	6	\$945.73
7. Planned and drafted additional response to the April 11, 2011 NYSDEC comments.		
Bill McMillin	4	\$772.99
Total	29	\$5,284.13



CH2M HILL
430 E. Genesee St., Suite 400
Syracuse, NY 13202
Tel: 315-345-1440

June 29, 2011

406136

Mr. Michael J. Lannon, P.E.
Acting Commissioner
Onondaga County Department of Water Environment Protection
650 Hiawatha Blvd. West
Syracuse, NY 13204-1194

Subject Transfer of funds between tasks for Engineering Services
CSO Facilities Plan
RFP Tracking No. 10-3330-002

Dear Mr. Lannon:

CH2M HILL has completed the County's CSO Facilities Plan for CSOs 022, 027, 029, 052, 060/077, and 067 with the submission of the final facilities plan report to the County on May 27, 2011. Per our letter dated June 7, 2011 we had requested an amendment to the contract for an additional \$5,284.13 for additional submissions of the CSO Facilities Plan to the County. As this work is related to Task 5 - Facility Plan Reports, we would request for these additional funds to be added to this task.

Additionally, during the CSO Facilities Plan the bulk of our efforts were completed under Task 3 - Alternative Evaluation. Per the table below you will note that Task 3 has an over run of \$51,952.14 while the other tasks combined have an under run of \$54,414.79. We request that the remaining funds from Tasks 1, 2, 4, 5, and 6 be transferred to Task 3. This will leave a balance of \$2,462.65 that we will bill in our final invoice.

Task Number	Task Description	Total Authorized Funding	Total To Date	Total Remaining Balance
1	Project Kickoff Meeting	\$7,600	\$6,358.38	\$1,241.62
2	Review Background Information	\$8,939	\$0.00	\$8,939.00
3	Alternative Evaluation	\$125,571	\$177,523.14	-\$51,952.14
4	CSO Flow Monitoring	\$9,613	\$3,289.03	\$6,323.97
5	Facility Plan Reports	\$34,721	\$11,054.34	\$23,666.67
6	Progress Meeting	\$20,881	\$6,637.48	\$14,243.52
Totals		\$207,325	\$204,862.35	\$2,462.65

Mr. Michael J. Lannon, P.E.

Page 2

June 29, 2011

406136

Should you have any questions or desire additional information, please contact me at (973) 316-3541 or Matt Marko at (315) 345-1440.

Sincerely,

CH2M HILL New York, Inc.

A handwritten signature in black ink that reads "Shivani Patel". The signature is written in a cursive, flowing style.

Shivani Patel, PE
Project Manager

Enclosures

c: Nicholas Capozza, OCDWEP
Eric Schultheis, OCDWEP
Matthew Marko, P.E., CH2M HILL
William McMillin, CH2M HILL

A M E N D M E N T

The County of Onondaga (County) and CH2M HILL^{New York}, Inc. (Contractor), at 290 Elwood Davis Road, Suite 290, Syracuse, New York 13088 agree that:

County and Contractor made a contract numbered 25510.

Contract numbered 25510 is hereby amended such that the compensation which County will pay to Contractor under contract numbered 25510 is increased by not more than \$5,284.13 as outlined in the letter dated June 7, 2011 incorporated and made part of this agreement. Additionally, the funds shall be transferred accordingly as outlined in the letter dated June 29, 2011 incorporated and made a part of this agreement.

In all other respects, Contract numbered 25510, as amended, is hereby ratified and confirmed except as herein amended.

In witness whereof, County and Contractor have executed the writing of this agreement on the dates hereafter written.

County of Onondaga

Dated: 9-8, 2011

By: Joanne M. Mahoney
Joanne M. Mahoney, County Executive RMD
^{New York}
CH2M HILL, Inc.

Dated: 10 Aug, 2011

By: [Signature]

Form 1

State of New York
County of King ss.:

On the 10th day of August in the year 2011, before me the undersigned, personally appeared Vincent Rubio, 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 (he or she or they) executed the same in his (his or her or their) capacit(y)(ies), and that by his (his or her or their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

NATASHA WILSON
Notary Public - State of New York
No. 01W16193462
Qualified in King County
My Commission Expires Sept. 15, 2012

Form 2

State of New York
County of King ss.:

On the 10th day of August in the year 2011 before me personally came Vincent Rubio, who, being by me duly sworn, did depose and say that he (he or she or they) reside(s) in 501 Palisade Ave Bogota, NJ 07603 (if the place of residence is in a city, must include the street and street number, if any); that he (he or she or they) is (are) the Vice President (must be corporation's president or other officer or attorney-in-fact duly appointed) of CH2M Hill, Inc., the corporation described in and which executed the above instrument; and that he (he or she or they) signed his (his or her or their) name(s) thereto by authority of the board of directors of said corporation.

NATASHA WILSON
Notary Public - State of New York
No. 01W16193462
Qualified in King County
My Commission Expires Sept. 15, 2012

Instructions to Contractor About Signing and Acknowledging

If the contractor is an individual, a partnership, a limited liability company, an unincorporated association, or any entity, other than a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in only the Form 1, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, only Form 1, above.

If the contractor is a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in both the Form 1, above, manner and in the Form 2, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, both Form 1, above, and Form 2, above.



CH2MHILL

CH2M HILL
430 E. Genesee St., Suite 400
Syracuse, NY 13202
Tel: 315-345-1440

June 7, 2011

406136

Mr. Michael J. Lannon, P.E.
Acting Commissioner
Onondaga County Department of Water Environment Protection
650 Hiawatha Blvd. West
Syracuse, NY 13204-1194

Subject Amendment Request for Engineering Services
CSO Facilities Plan
RFP Tracking No. 10-3330-002

Dear Mr. Lannon:

CH2M HILL has completed the County's CSO Facilities Plan for CSOs 022, 027, 029, 052, 060/077, and 067 with the submission of the final facilities plan report to the County on May 27, 2011. CH2M HILL performed additional services during the project outside its scope of work to assist the County submitting the CSO Facilities Plan to the New York State Department of Environmental Protection (NYSDEC) and the Atlantic States Legal Foundation (ASLF) in compliance with the Fourth Stipulation and Order Amending the Amended Consent Judgment.

CH2M HILL prepared and submitted a draft facilities plan report to the County, NYSDEC and ASLF on November 16, 2010 as per the contracted scope of work. The County then received thirty-one (31) NYSDEC comments and twenty-five (25) ASLF comments on the draft facilities plan report on January 18, 2011 and December 13, 2010, respectfully. Under the direction of the County, CH2M HILL reviewed the NYSDEC and ASLF comments, coordinated a response with the County and CH2M HILL's project subcontractors, and then drafted and submitted a written response to the NYSDEC on February 25, 2011. The County received a revised list of facility plan comments from the NYSDEC dated April 11, 2011. Again under the direction of the County, CH2M HILL reviewed the revised NYSDEC comments, coordinated a response with the County and CH2M HILL's project subcontractors, and then drafted a written response to the NYSDEC. Attachment 1 to this letter lists the work elements in CH2M HILL's contracted scope of work for the preparation and submittal of draft and final facilities plan reports. As demonstrated in Exhibit 1, the efforts to review and prepare responses to the NYSDEC and ASLF on the two occasions are not in CH2M HILL's contracted scope of work.

The level of effort and associated costs that CH2M HILL expended to review and prepare responses to the NYSDEC and ASLF on the two occasions described above are listed in Exhibit 2. CH2M HILL respectfully requests that the County amend the contracted scope of work and the not-to-exceed contract amount of \$207,328 to include the additional services

Mr. Michael J. Lannon, P.E.

Page 2

June 7, 2011

406136

executed by CH2M HILL under the direction of the County for the additional cost of \$5,284.13.

Should you have any questions or desire additional information, please contact me at (973) 316-3530 or Matt Marko at (315) 345-1440.

Sincerely,

CH2M HILL New York, Inc.

A handwritten signature in blue ink, appearing to read 'W. E. McMillin, Jr.', is positioned above the printed name.

William E. McMillin, Jr., D.WRE
Senior Technologist

SYR/2011-06-07 amendment request letter-submitted.docx

Enclosures

c: Nicholas Capozza, OCDWEP
Eric Schultheis, OCDWEP
Matthew Marko, P.E., CH2M HILL
Shivani Patel, CH2M HILL

ATTACHMENT 1

EXHIBIT 1

Task 5 Executed Scope of Work Analysis

Scope	Executed
1. Prepare a draft report	Prepared a draft report
2. Submit twelve (12) copies and one (1) electronic Adobe PDF format copy of the draft facilities plan	Printed and submitted 12 copies and one (1) electronic Adobe PDF format copy of the draft facilities plan on November 2, 2010
3. Incorporate comments and changes to the draft report	Incorporated comments and changes to the draft report
4. Prepare a final report suitable for approval	Prepared a final report suitable for approval
5. Submit twenty-five (25) copies and one (1) electronic Adobe PDF format copy of the draft facilities plan to the County	Submitted twenty-five (25) copies and one (1) electronic Adobe PDF format copy of the draft facilities plan to the County, NYSDEC, ASLF and others on November 16, 2010.
6.	Reviewed, coordinated, drafted, and submitted a written response to 31 NYSDEC comments and 25 ASLF comments on the draft plan report on February 25, 2011.
7.	Planned and drafted additional response to the April 11, 2011 NYSDEC comments.
8. Twenty-five (25) copies and one (1) electronic Adobe PDF format copy of the Revised Final Facilities Plan will be submitted within three (3) weeks of receipt of comments.	Revised and submitted twenty-five (25) copies and one (1) electronic Adobe PDF format copy of the Revised Final Facilities Plan to the County, NYSDEC, ASLF and others on May 27, 2011.

EXHIBIT 2

Level of Effort and Associated Costs for Out of Scope Efforts

Work Elements and Assigned Staff	Hours	Cost
6. Reviewed, coordinated, drafted, and submitted a written response to 31 NYSDEC comments and 25 ASLF comments on the draft plan report on February 25, 2011.		
Bill McMillin	18	\$3,478.25
Kate Marney	1	\$87.16
Shivani Patel	6	\$945.73
7. Planned and drafted additional response to the April 11, 2011 NYSDEC comments.		
Bill McMillin	4	\$772.99
Total	29	\$5,284.13



CH2M HILL
430 E. Genesee St., Suite 400
Syracuse, NY 13202
Tel: 315-345-1440

June 29, 2011

406136

Mr. Michael J. Lannon, P.E.
Acting Commissioner
Onondaga County Department of Water Environment Protection
650 Hiawatha Blvd. West
Syracuse, NY 13204-1194

Subject Transfer of funds between tasks for Engineering Services
CSO Facilities Plan
RFP Tracking No. 10-3330-002

Dear Mr. Lannon:

CH2M HILL has completed the County's CSO Facilities Plan for CSOs 022, 027, 029, 052, 060/077, and 067 with the submission of the final facilities plan report to the County on May 27, 2011. Per our letter dated June 7, 2011 we had requested an amendment to the contract for an additional \$5,284.13 for additional submissions of the CSO Facilities Plan to the County. As this work is related to Task 5 - Facility Plan Reports, we would request for these additional funds to be added to this task.

Additionally, during the CSO Facilities Plan the bulk of our efforts were completed under Task 3 - Alternative Evaluation. Per the table below you will note that Task 3 has an over run of \$51,952.14 while the other tasks combined have an under run of \$54,414.79. We request that the remaining funds from Tasks 1, 2, 4, 5, and 6 be transferred to Task 3. This will leave a balance of \$2,462.65 that we will bill in our final invoice.

Task Number	Task Description	Total Authorized Funding	Total To Date	Total Remaining Balance
1	Project Kickoff Meeting	\$7,600	\$6,358.38	\$1,241.62
2	Review Background Information	\$8,939	\$0.00	\$8,939.00
3	Alternative Evaluation	\$125,571	\$177,523.14	-\$51,952.14
4	CSO Flow Monitoring	\$9,613	\$3,289.03	\$6,323.97
5	Facility Plan Reports	\$34,721	\$11,054.34	\$23,666.67
6	Progress Meeting	\$20,881	\$6,637.48	\$14,243.52
Totals		\$207,325	\$204,862.35	\$2,462.65

Mr. Michael J. Lannon, P.E.

Page 2

June 29, 2011

406136

Should you have any questions or desire additional information, please contact me at (973) 316-3541 or Matt Marko at (315) 345-1440.

Sincerely,

CH2M HILL New York, Inc.

A handwritten signature in black ink that reads "Shivani Patel". The signature is written in a cursive, flowing style.

Shivani Patel, PE
Project Manager

Enclosures

c: Nicholas Capozza, OCDWEP
Eric Schultheis, OCDWEP
Matthew Marko, P.E., CH2M HILL
William McMillin, CH2M HILL