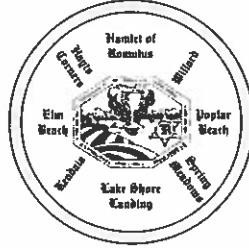


TOWN OF ROMULUS



David Kaiser, Supervisor
Marjorie Van Hyning, Town Clerk
Daryl Morrell, Highway Superintendent
Kyle Collinworth, Councilman
Michael Joslyn, Councilman

Joseph Brodnicki, Councilman

1435 Prospect Street
PO Box 177
Willard, New York 14588
PHONE: 607-869-9326
Fax: 607-869-5763
Romulus@rochester.rr.com

Hunt Engineers
100 Hunt Center
Horseheads NY 14845

December 20, 2018

Dear Sirs,

The Agreement for Services was voted on and approved at our regular Town Board meeting last night, December 19, 2018.

We are looking forward to working with you.

Merry Christmas and Happy New Year.

Regards,

Marjorie Van Hyning

Marjorie Van Hyning, Town Clerk
Town of Romulus

RECEIVED
HUNT

DEC 26 2018

Distribute _____

Copy _____

F's _____

AGREEMENT FOR SERVICES

This agreement entered into this 20th day December, 2018 by and between the Town of Romulus, hereinafter called the CLIENT and Hunt Engineers, Architects & Land Surveyors, P.C., hereinafter called the CONSULTANT;

WITNESS THAT:

WHEREAS, The CLIENT has applied for funding for their Water District Reconstruction Project; and,

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

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

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

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

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

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

All such CLIENT responsibilities shall be conducted in a timely manner and without undue delay so as not to delay the CONSULTANT in the performance of its services.
10. Ownership of Materials. Drawings, specifications and other documents, including those in electronic form, prepared by the CONSULTANT, are Instruments of Service for use solely with respect to this Project. The CONSULTANT shall be deemed the author and owner of the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The CONSULTANT grants to the CLIENT a nonexclusive license to reproduce the Instruments of Service solely for purposes of construction, using and maintaining the Project provided that the CLIENT shall comply with all obligations under this Agreement.
11. Delays Beyond the Control of the Consultant. It is agreed that events which are beyond the control of the CONSULTANT may occur which may delay the performance of the Scope of Services of this AGREEMENT. In the event that the performance of the Scope of Services by the CONSULTANT is delayed beyond its control, the CONSULTANT shall notify the CLIENT of such delay and the reasons therefore, and the CLIENT shall extend the time of performance appropriately.
12. Changes. The CLIENT or the CONSULTANT may, from time to time, during the course of this AGREEMENT, request modifications of it or changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this AGREEMENT.

13. Termination of Contract. This AGREEMENT may be terminated by either party upon 30 day written notice to the other. In the event of such termination, all conceptual project materials shall become the property of the CONSULTANT. The CONSULTANT shall be entitled to receive just and equitable compensation for work accomplished prior to the termination of this AGREEMENT.
14. Assignability. This AGREEMENT shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the prior written consent of the other. Notwithstanding the foregoing, however, the CONSULTANT shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company or other financial institution any claims for compensation due, or to become due, to the CONSULTANT from the CLIENT under this AGREEMENT without such prior written consent.
15. This section DELETED.
16. Conflict of Interest. The CONSULTANT covenants that it presently has no interest and shall not acquire any interest which would conflict with the performance of the services required under this AGREEMENT.
17. Entire Agreement. This contract constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, express or implied, which is not contained herein shall be binding or valid.
18. Equal Opportunity Employer. The CONSULTANT is an Equal Opportunity Employer and according to New York State Executive Law Article 15-A and 5 NCRRR Parts 142-144, the CONSULTANT shall be required to utilize, in good faith, women or minority owned businesses (WMBE) valuing a minimum of twenty-six percent (26%) of the technical services contract as outlined in the attached NYSEFC Non-construction bid package. The CONSULTANT shall comply with the requirements set forth within said attached NYS Non Construction bid Package.

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

CLIENT:

Town of Romulus

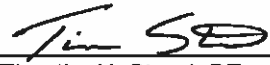
CONSULTANT:

Hunt Engineers, Architects, Land Surveyors &
Landscape Architect, DPC

BY:


David Kaiser
Supervisor

BY:


Timothy K. Steed, PE
Principal

DATE:

12/19/18

DATE: December 17, 2018

ATTACHMENT A

SCOPE OF SERVICES

I. Preliminary Engineering Report

A. Project Kick-off Meeting

While many may consider the kick-off meeting a formality of establishing introductions and lines of communications, HUNT holds this meeting to a higher standard. While this meeting shall also be utilized to begin the data gathering process and review the project scope and schedule, it shall also be used to firmly establish a definition of success with respect to this project. This definition shall be referenced throughout the project and also reviewed after the study has been completed. It is HUNT's desire to ensure a successful project is completed.

B. Data Collection/Review Phase

Data collection will take on a variety of forms including visiting the project area to become familiar with the existing service area and system components along with the proposed extension area, review all available files the Town water department has, and meet with the local Department of Health to discuss their findings of past annual inspections and discuss future regulatory changes. HUNT plans on spending ample time in the field with qualified individuals to inspect the various system components and assess their condition.

HUNT shall meet with the Water Department Staff, Superintendent of Public Works, Highway Superintendent to understand the five (5) year plan for street improvements.

C. Comprehensive Needs Assessment

HUNT will essentially complete an asset management plan to identify needs based upon age, component condition, regulatory compliance, etc. This evaluation shall extend to all water distribution system components and review its functionality, age, expected useful life, ability to meet current regulatory requirements, etc.

While it is understood that watermain assessment is the primary focus, the condition of valves, hydrants and type of water services (copper, versus galvanized, etc) have an impact on need for improvements to watermain. Therefore, it is important to conduct a greater water distribution asset management plan beyond the water piping itself.

D. Modeling and System Evaluation (Existing vs. Proposed Conditions)

HUNT shall work with the Town staff to obtain the latest water system mapping for all piping located within the Town Limits. This mapping shall be converted into a hydraulic model that is capable of identifying flows and pressures throughout various operational conditions. Utilizing data from the Town's water department, information shall be entered into the model for items such as pipe diameter, pipe interior condition (based upon age), ground elevations, etc. This hydraulic model shall then be utilized to identify available and future fire flows and associated residual pressures. The ability to provide adequate flows and pressures will directly impact greater water system improvement and pipe replacements.

E. List of Equivalent Dwelling Units (EDU)

HUNT shall work with the water department to get a list of water consumers and their billing records to generate the average residential daily water demand (EDU) and this unit of measurement will be utilized to quantify all other users within the existing service area. The developed EDUs will be utilized to assess cost sharing for future improvements.

F. Improvement Alternative Cost Development

Needed system improvements, etc. will be quantified and potential project cost developed. As part of the evaluation of alternative improvements, capital and life cycle costs will be evaluated and considered. The most cost efficient improvement options will be selected and included as part of the recommended project costs.

These costs will be gathered from recently bid projects, recently completed water system asset management plans completed for various communities, as well as through discussion undertaken with manufacturer product representatives. This method will ensure the costs are representative of the work and tasks considered.

G. Improvement Alternative Review & Prioritization Workshop

HUNT shall meet with the public works and water department staff to review the potential improvement alternatives identified as part of the study. The purpose of this meeting will be to prioritize the findings and develop a phased approach as solving the system shortcomings in a single or multi-phased project. This discussion centered around project need from a health and safety perspective, potential funding availability, and relationship with other planned public works improvements (i.e. sewer improvements, street improvements, etc.).

H. Funding Opportunity Review

HUNT will coordinate potential projects with funding coordinators from various agencies including, but not limited to, NYSEFC, USDA, CDBG, etc. Input from the various funding agency representatives will be reviewed with the Town and incorporated accordingly into the final report. Strong emphasis will be placed on future application to the Water Infrastructure Improvement Act (WIIA) program where funding can provide grants up to 60% of the overall project cost. HUNT's grant writers and staff shall contribute to funding review discussions with the Town.

I. Final Deliverable

HUNT will generate a report following the USDA standard format. This report shall also observe other potential funding programs and their reporting needs such that multiple reports or report amendments will not have to be conducted in the future. Some of these other funding agencies include NYS EFC, CDBG, etc. The report shall include a roadmap of completing the shortcomings, applying for funding, etc.

HUNT shall review the final report with the Town and associated next steps outlined in the prepared roadmap. Valuable input from the Town shall be incorporated into the Report prior to publishing final bound copies.

J. Funding Assistance

Assist the Town with funding solicitation for results from funding solicitation shall be reviewed and based upon funding received, formulate the final scope of work prior to initiating project design. Upon agreeing to a final scope of work, HUNT shall initiate discussions with the Town for initiating final design.

II. Engineering Design

A. Survey & Preliminary Design Phase

- a. HUNT will complete all planimetric & topographic survey of the project area as required for design in NY State Plane Coordinates. The intent is to show all adjacent buildings, poles, sidewalks, edges of pavements, trees, driveways, valve boxes and other pertinent information.
- b. The location of underground utilities and the structures will be obtained by field measurements where possible. If field measurements are not possible, this information will be obtained from sources such as existing utility maps.
- c. HUNT shall complete the preliminary plans of the proposed improvements. At a minimum, these plans shall include:
 - Cover sheet summarizing the project.
 - Site Plan of the proposed improvements including all piping improvements, hydrant/valve installation, etc.
 - General erosion & sediment control details for the disturbed areas.
 - Construction details.
 - Draft bid and contract documents for review by the Town's Attorney.
 - Draft Technical Specifications for establishment of material preferences with the Town.
 - Updated probable construction cost estimate for tracking against the established project budget.
 - Draft the SEQRA for the project including the District Extension.
- d. HUNT will prepare documents for use at a public meeting to update the residents and customers of the water system changes.
- e. Copies of the preliminary plans will be provided to the Town, Seneca County Department of Health and the funding agencies for initial discussions.
- f. During the meeting, any preferences or changes will be recorded for incorporation into the final design. For the purpose of this proposal, one meeting has been allocated for resolving Preliminary Design issues.

B. Final Design Phase

- a. Following the review of the preliminary engineering drawings and after review with the appropriate regulatory agencies, HUNT will proceed to final detailed design. HUNT will incorporate into the final project design all requirements, preferences, comments and agency modifications.

- b. All plans and specifications for the final design will be in the form of Contract Documents in accordance with applicable local, County, State and Federal requirements including wage rates, funding documents (i.e. WMBE & Section 3 participation requirements), etc.
- c. Prior to the final review meeting, HUNT will submit copies of the final design plans and specifications, bid forms, Information for Bidders and General and Special Conditions to the Town for review and comment.
- d. If the design changes are necessary because of the Preliminary Design review meeting, a final design review meeting will be held with the Town and required officials to determine if further public informational meetings are needed.
- e. HUNT will meet with the Town to review desired in-kind service and delineate that scope. The contract documents shall be developed accordingly.
- f. Upon receiving the Town's final approval of the system design, HUNT will prepare an updated detailed probable construction cost estimate of the project. The cost estimate will incorporate costs associated with standard bidding and contracting practices in accordance with New York State Municipal Laws.
- g. The Contract Documents will include final plans, bidding documents and technical specifications suitable for bidding by qualified contractors.

C. Regulatory Submittals

- a. HUNT will submit the required number of copies to the Seneca County Department of Health for final design approval.
- b. Final design review submissions including plans, bid & contract documents and technical specifications will be forwarded to the agencies involved in the project's final funding. Initially this will include the New York State Environmental Facilities Corp (NYS EFC) and USDA Rural Development.
- c. HUNT will prepare and submit all required permit applications for the project. It is anticipated that NYSDOT & Seneca County Highway Dept will be the potential agencies having permitting authority.

D. Bidding Services

- a. HUNT will provide the advertisement to bidders for publication in the local legal papers as well as notification to appropriate contractor organization publications such as the F. W. Dodge Reports subscription.
- b. HUNT will prepare and provide bid documents to allow the Town to obtain bids from qualified Contractors.
- c. HUNT will assist the Town in obtaining and reviewing the bids, prepare up to six (6) copies of the Contract Documents, prepare bid tabulations and generate a letter of recommendation for award. This information will be provided to the Town within five (5) working days of receipt of bids.

E. Construction Administration

- a. HUNT shall coordinate with the Town to convene a pre-construction meeting. The pre-construction meeting shall include at a minimum, HUNT, the Contractor, authorized representatives of the Town, Seneca Co. Highway Dept., NYSDOT, Private Utility Companies & funding organizations, as well as representatives of any other public or private agencies which the Town determines should be in attendance. HUNT will raise for discussion and decision, the manner in which the construction will be administered by the Contractor and the Town, the construction schedule and any remaining questions which must be settled before the start of construction.
- b. HUNT will review samples, schedules, shop drawings and tests of materials and equipment, progress data and time charts and any other data which the Contractor is required to submit, for conformance with the design and compliance with the Contract Documents. HUNT will review and make recommendations toward change(s) in contract scope at the request of Contractor(s) and/or Town. No change in the scope of the work or in materials specified will be approved until the Town approves such changes. HUNT will prepare necessary change orders only upon approval by the Town.
- c. HUNT will attend on-the-job, bi-weekly field meetings, as needed, and provide notes of these meetings to the Town. HUNT will review and approve Contractor Progress Payments for the work on a monthly basis and advise the Town, as requested, on financial matters.
- d. HUNT will attend monthly Town Board meetings, as necessary, for the purpose of giving updates on the project progress and reviewing budget and cost information.
- e. HUNT will develop Record Documents of the "As-Built" conditions based upon marked-up drawings provided to HUNT by the Contractor. HUNT will provide one (1) set of prints and two (2) CDs containing PDF files of the Record Drawings to the Town.
- f. HUNT shall conduct, with a Town Representative, a final inspection of the project for conformance with the Contract Documents. HUNT will acknowledge the completion of the project in writing prior to the final payment to the Contractor. The Town's approval and other proper agency approval shall be required for the acceptance of the completed work.
- g. A final acceptance and inspection report will be performed for all work. Certification of completed work will be made to the Seneca County Department of Health. A recommendation of final payment will be made when the project is deemed complete.
- h. HUNT will also assist the Town in obtaining a release of funds for this project.

F. Construction Observation

- a. A representative of HUNT shall be on-site to observe the construction. We have budgeted approximately 500 hours for this purpose.
- b. It is assumed there will be no need for Storm water Pollution Prevention Plan inspections as disturbance for linear utility projects will not exceed any NYSDEC thresholds requiring said work.

II. ITEMS SPECIFICALLY EXCLUDED:

- A. Construction Stake-Out
- B. Additional Archaeological Survey
- C. Environmental Impact Statement (EIS)/Environmental Report
- D. Subsurface Soil investigations
- E. No easement documents are anticipated for this project.

III. Insurances Carried by HUNT

Carriers: Liberty Mutual Companies, Keene, NH & Beazley USA, Farmington, CT

- A. Commercial General Liability (Including Contractual Liability)
Limits: Each Occurrence \$2,000,000; Aggregate \$4,000,000
- B. Comprehensive Automobile Liability (Owned, Hired and Non-owned)
Limits: \$1,000,000 Combined Single Limit Bodily Injury & Property Damage
- C. Workers Compensation Employer's Liability
Limits – Statutory \$1,000,000
- D. Professional Liability
Limits - \$2,000,000 Each Claim; \$6,000,000 Aggregate Limit
- E. Umbrella Liability
Limits - \$10,000,000 Each Occurrence; \$10,000,000 General Aggregate Limit

ATTACHMENT B

BASIS OF COMPENSATION

1. Disbursements

Project-related disbursements are not included in the fees above and will be billed as they are incurred. Plotting, photocopies, prints, mileage and laboratory analysis will be invoiced according to HUNT's current schedule of fees.

2. Times of Payment

CONSULTANT shall submit monthly statements for Services rendered and for disbursements incurred. Invoices are due and payable 45 days from the date of the invoice, unless otherwise herein provided. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing on the date of the invoice.

Interest Rate - 1 1/2% per month

3. Compensation

The CONSULTANT will, on the first day of each month, render to the CLIENT and invoice for compensation for services performed hereunder during such period, the same to be due and payable by the CLIENT to the CONSULTANT.

The CONSULTANT will perform the work as outlined in the Scope of Services for the following fee schedule:

A. Study & Funding Solicitation	\$	15,000.00
B. Topographic Survey & Preliminary Design		19,000.00
C. Final Design & Construction Documents		50,831.00
D. Regulatory Submittals		8,000.00
E. Bidding Services		5,500.00
F. Construction Administration		30,500.00
<u>Subtotal Basic Professional (Technical) Services</u>	<u>\$</u>	<u>128,831.00</u>
G. <u>Construction Observation*</u>		<u>50,916.00</u>
TOTAL Admin, Tech. & Const. Observation	\$	179,747.00

* billed on an hourly, not-to-exceed basis.

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

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

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

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

Continue on back if needed

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

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



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

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

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

Prime Contractor Signature	Print Name
Title	Date

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

Attachment 9
New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34

SRF Project No.: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Name: _____
Title: _____
Date: _____
Contract ID: _____

Attachment 10
New York State Environmental Facilities Corporation
Contractor's American Iron and Steel (AIS) Certifications

To be completed by prime contractors for all construction contracts

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS FROM
THE NYS CLEAN WATER STATE REVOLVING FUND OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project #: _____

SRF Recipient Name: _____

I certify that the iron and steel products that will be permanently incorporated into the public water system or wastewater treatment works project under this construction contract will have been produced in the United States, in accordance with the requirements of the US Environmental Protection Agency. I will also develop and maintain at the project location the necessary documentation to demonstrate that the iron and steel products incorporated into the project were produced in the United States, and make such documentation available to The NYS Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

Attachment 11
New York State Environmental Facilities Corporation
Manufacturer's American Iron and Steel (AIS) Certifications

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

Date

Company Name

Company Address

City, State Zip

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

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

Item, Products and/or Materials:

1. Xxx

2. Xxx

3. Xxx

Such process took place at the following location: _____

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

[Signed by company representative]

Attachment 11
New York State Environmental Facilities Corporation
Manufacturer's American Iron and Steel (AIS) Certifications

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

Date

Company Name

Company Address

City, State Zip

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

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

Item, Products and/or Materials:

1. Xxx

2. Xxx

3. Xxx

Such process took place at the following location: _____

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

[Signed by company representative]

Attachment 12
United States Department of Labor
Wage and Hour Division
Form WH-347
Federal Payroll Form

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS			OMB No.: 1235-0008 Expires: 02/28/2018	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION		PROJECT OR CONTRACT NO.		

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			OT.	OR	ST.	HOURS WORKED EACH DAY							FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S35D2, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date _____

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

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ or 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
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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.