



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
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Anthony J. Picente, Jr.
County Executive

Karl E. Schrantz, P.E.
Commissioner

REQUEST FOR PROPOSALS

SEWER REHABILITATION ENGINEERING SERVICES

CWSRF Project No. C6-6070-11-00

Oneida County Department of Water Quality and Water Pollution Control

RFP No. 2024-382

March 22, 2024

This Request for Proposals (RFP) is being sent to interested engineering firms (Engineer) for providing Engineering Services for Sewer Rehabilitation.

Submissions are to be delivered to the following name and address:

Hard Copy to:

Commissioner
Oneida County Department of Water Quality and Water Pollution Control
51 Leland Avenue
P.O. Box 442
Utica, NY 13503-0442

The envelope for hard copy submissions must be clearly marked "Sewer Rehabilitation Engineering Services— Oneida County Department of Water Quality and Water Pollution Control."

And Electronic Copy to: WPC@ocgov.net.

The subject line for electronic submissions must state: "Sewer Rehabilitation Engineering Services— Oneida County Department of Water Quality and Water Pollution Control."

Submissions must be received by no later than 3:00 PM on April 24, 2024. Submissions received after this date and time will not be accepted.

Questions regarding this RFP are to be directed to Dale Lockwood, Chief Operator, in writing (dlockwood@ocgov.net). The deadline for receipt of questions is April 17, 2024. The County will circulate its responses to questions to all Engineers.

The County reserves the right to reject any or all proposals received.

The County, in order to promote its established Affirmative Action Plan, welcomes proposals from underrepresented groups. This RFP is open to all persons without regard to age, race, creed, color, national origin, gender, religion, sexual orientation, disability, military status, marital status, genetic predisposition or carrier status or political affiliation or belief.

1.0 DESCRIPTION OF PROPOSED SERVICES

- 1.1 Oneida County (County), through its Department of Water Quality and Water Pollution Control (Department), administers the functions of the Oneida County Sewer District (District). This includes the management and operation of the Water Pollution Control Plant (WPCP), Sauquoit Creek Pumping Station (SCPS) and Barnes Avenue Pumping Stations (BAPS), and in excess of 45 miles of interceptor sewer and force main. The District is composed of 15 municipalities who own and operate their own sanitary sewer collection systems.
- 1.2 Until recently, the County was under consent order (No. R620060823-67) from the New York State Department of Environmental Conservation (NYSDEC) to mitigate sanitary sewer overflows (SSO) at the SCPS. To meet the conditions of the consent order, several sewer rehabilitation projects were completed. Although the consent order is now closed, the County will continue to work with the District municipalities to address excessive inflow and infiltration (I/I).
- 1.3 Through collection system flow metering, the County has identified several areas which show excessive I/I. Refer to Attachment #1 - Collection System Rehabilitation Evaluation Report (June 16, 2022).
- 1.4 The County has been designated a \$26.5M funding package through the New York State Environmental Facilities Corporation (NYSEFC). This includes a combination of subsidized loan, Bipartisan Infrastructure Law (BIL) grant, and Water Infrastructure Improvement Act (WIIA) grant.

The project is classified by NYSEFC as an “equivalency” project and is subject to the requirements identified in the “Mandatory State Revolving Fund Equivalency Project Terms and Conditions” dated October 1, 2023 and as found at <https://efc.ny.gov/system/files/documents/2023/06/equivalency-guidance-packet-2023.pdf>.
- 1.5 The purpose of this RFP is to obtain engineering services associated with the engineering design, regulatory coordination, bid phase services, and associated project support necessary for the continuation of sewer rehabilitation projects in the District as part of a district wide I/I reduction program. It is anticipated that several methods of rehabilitation will be used such as cured in place liners (CIPP), test and seal of pipe joints, open cut repairs and replacements, etc.
- 1.6 Work associated with this RFP will include preliminary design and development of basis of design information including condition assessments, regulatory coordination and summary of permitting requirements.
- 1.7 Once preliminary design effort is complete, final design services phase will commence. Final design services shall include providing final design recommendations for rehabilitation methods. Once 100% biddable documents are complete, the project will be publicly bid. Construction administration will be performed, including document control, submittal review, responding to RFIs, and inspection services. It is anticipated that multiple bid packages will be issued due to the size of the financing package.
- 1.8 Due to the size of the program, the County reserves the right to award contracts to one or more engineering firms in order to complete the scope of work.

1.9 In addition to the physical infrastructure owned and operated by the members of the District, the County has the following tools that will be made available to the selected engineer(s) to support the scope of work:

- 60+ collection system flow meters installed throughout the district.
- Central Square (formerly Lucity) Computerized Maintenance Management System (CMMS) which contains collection system condition information for the Sauquoit Creek sewer basin.
- GIS Mapping of the collection system.
- Historical CCTV Data for portions of the system hosted on the SewerAI Pioneer Platform.

2.0 SCOPE OF SERVICES

2.1 This RFP is intended to solicit engineering services for the County's sewer rehabilitation program.

2.2 Services include the following:

- Preliminary Design

The engineer will use a combination of existing available data provided by the County, as well as additional investigative measures and techniques recommended by the engineer to determine the specific limits within the municipal collection systems which require rehabilitation.

- Base Mapping

For purposes of this RFP, it is assumed that the existing mapping sources, including the County's GIS mapping of the sewer systems, LiDAR data, and available record drawings will be sufficient for the sewer rehabilitation purposes and can be used for the preparation of construction drawings.

In support of the base mapping and preliminary design efforts, the engineering team will also perform a supplemental site walk/investigation of the probable construction project area to observe site features, sewer infrastructure features, and other conditions that may be beneficial during the design effort.

- Regulatory Coordination

Rehabilitation of existing sewers has been identified as a Type II Action under the State Environmental Quality Review Act (SEQRA). Therefore, no further SEQR action is anticipated with respect to sewer rehabilitation.

The sewer system is composed of a variety of pipe materials including vitrified clay pipe, PVC, concrete, ductile iron, and asbestos cement pipe (ACP).

Repair and replacement procedures on ACP are subject to New York State Department of Labor (NYSDOL) regulations for asbestos under Industrial Code Rule 56 (ICR 56). Engineer will be responsible for all regulatory coordination regarding ACP including obtaining variances as may be required.

The project may require coordination and/or plan approval in advance of construction. A preliminary list of those agencies include:

- New York State Department of Transportation – Work within highway rights-of-way.
- Oneida County Department of Public Works – Work within highway rights-of-way.
- New York State Environmental Facilities Corporation – Plan approval.

- New York State Department of Environmental Conservation – Plan approval.
- CSX Transportation, Inc. – Railroad rights-of-way access permit.
- Local Municipalities – Work within public rights-of-way.

- Basis of Design Report

A brief basis of design report will be prepared for each planned rehabilitation project and will be submitted along with the corresponding set of plans and specifications to NYSDEC and NYSEFC as part of the review and approval process. The report will include the following:

- Description of proposed sewer rehabilitation work, including location and itemized listing of defects with proposed method of rehabilitation/repair.
- Anticipated benefits of sewer rehabilitation work based on previously approved estimated I/I reduction.
- Opinion of probable project costs.
- Estimated construction schedule.

- Construction Documents

The engineering team will prepare drawings and specifications for the proposed sewer rehabilitation projects. Documents will be suitable for public bidding and will include the following:

- Establishment of location-specific rehabilitation techniques and generation of construction drawings. Based on Preliminary Design findings, appropriate techniques will be prescribed by the Engineer such as: chemical grouting, spot repairs, CIPP lining; pipe replacement; easement access improvements; inflow source removal (elimination of direct and/or indirect cross connections), including private property sources; and/or construction of storm water facilities to accommodate I/I source removal.
- Coordination with the local municipalities regarding planned construction work.
- Prepare location-specific sewer rehabilitation construction details, where appropriate.
- Prepare maintenance and protection of traffic details, as required.
- Prepare erosion and sediment control details, as required.
- Prepare technical specifications.
- Preparation of front end (construction contract) documents. EJCDC master contract documents, modified to meet the requirements of the County, will be utilized.

- Provide the County with 95% construction documents for review and comment. This includes review meetings with the County to address questions.
- Submit bid-ready plans and specs to EFC at least 60 days before advertisement.

- Bid Phase Services

The engineering team will assist the County with the public bidding of a sanitary sewer rehabilitation bid package(s). Services will include:

- For each construction contract, assemble a complete set of bidding documents including project-specific bid form and other related front-end documents.
- Incorporate NYSEFC required documents and contracting language.
- Printing of hard copy documents for use by County and Engineer for each construction contract.
- Coordination and attendance at one (1) pre-bid meeting for each bid and prepare meeting notes for distribution to plan holders.
- Address questions raised by the contractors.
- Prepare addenda, if needed.
- Canvass the bids and present results to the County.

- Data Management

Completed construction work will be documented and incorporated into the County's CMMS. The engineering team will use the CMMS to generate work orders and collect construction data. The engineering team will work closely with the County Planning Department on this task. Rehabilitation data will be directly entered onto the County server.

- Funding Agency Coordination

The engineering team will assist the County with the coordination of NYSEFC project requirements. This includes:

- Coordination, monitoring, and administration of all NYSEFC project funding requirements as detailed in "Mandatory State Revolving Fund Equivalency Project Terms and Conditions" dated October 1, 2023.
- Coordination of NYSEFC design review.
- Troubleshooting and coordination of funding-related administrative items that may develop from time to time between the County and NYSEFC.

- Compile/assemble and submit all documents required by NYSEFC.
- Construction Administration
 - Prepare construction contracts for execution by the County and Contractor(s).
 - Coordinate and attend pre-construction meeting(s) and prepare meeting notes for distribution to the project team.
 - Review the shop drawings and submittals for related work.
 - Address technical questions raised by the Contractor(s).
 - Review payment applications.
 - Site visits by the Project Manager and/or Design Team members to review overall project status.
 - Conduct construction progress meetings with the contractor(s) as needed.
 - Preparation of record drawings based on completed construction information supplied by the contractor(s) and data as collected in the “Data Management” task above.
- Construction Observation

In order to monitor the contractor’s conformance with the plans and specifications, construction representatives (“inspectors”) with specific experience in collection system rehabilitation and pipeline construction will be assigned by the engineer to the various construction contracts. The inspectors will provide the following services:

- Observe construction activities to assess that the work is constructed in conformance with the approved plans and specifications and subsequent field orders/change orders.
- Monitor and document installed unit price quantities.
- Coordinate construction schedule updates from the Contractors.
- Prepare daily field reports.
- Provide documentation of completed construction work in support of the data management effort by the engineering team.
- Maintain construction photo log.
- Review draft payment applications for accuracy and completeness prior to the Contractor’s formal submission to the Engineer.

- Review and address technical questions raised by the Contractor. Coordinate response with the design team as necessary.
- Coordinate and/or conduct construction progress meetings, when required.
- Maintain an updated set of record drawings throughout each construction contract.

- Project Management

Project management will include staffing and resource allocation, subconsultant coordination, cost control, and administrative assistance to the Department on an as needed basis.

Additionally, services will include the tracking and reporting of the consultant team's DBE and EEO efforts in accordance with NYS Executive Law 15-A and services required to comply with NYSEFC requirements.

2.3 Engineer's Responsibilities

The Engineer will provide the engineering services necessary to develop and produce a complete deliverable that will satisfy the scope of work negotiated. The Engineer will work with, and carefully consider the input by the Department's staff but based on the Engineer's own experience and ability, will be solely responsible to provide a complete and constructable deliverable in accordance with applicable standards/regulations and the requirements of the scope of work. Use of subcontractors is allowed; it is expected that the division of work will be properly coordinated and will be seamless when work products are delivered to the County. The potential for use of teaming partners and/or subcontractors will be clearly identified in the submission.

2.4 Oneida County's Responsibilities

The County will, at the Engineer's request, provide information and material on file that is pertinent to the project. Department staff will also be available to coordinate with the Engineer.

2.5 Authorization of Work

The County will negotiate the scope of services and the cost basis with the selected Engineer prior to the authorization of a contract as described in Section 5.0.

3.0 SUBMISSION CONTENT AND FORMAT

Each Engineer is invited to respond to this RFP in written and electronic form to the Department. Submissions must be received by the time and date noted in the advertisement. Late submissions will be rejected. Submissions must include:

- A cover letter introducing the Engineer, its relevant knowledge and experience, and an explanation of why it is qualified to perform the tasks required by this RFP;

- The actual legal name of the proposing entity, its corporate form, its state of incorporation, the legal name of all parent entities, and the address of its principal place of business;
- A listing of the Engineer's primary team personnel and qualifications, including all professional licenses and certifications. Include only those who will be actively engaged in the project;
- A list of the Engineer's experience on the design and construction of sewer rehabilitation projects;
- A detailed discussion on the Engineer's approach to undertaking the scope of work of this project;
- Discussion on the Engineer's approach to overall project cost control in order to maximize the efficient use of project funds;
- Three references, including email addresses and phone numbers, of clients previously or currently served by the Engineer, preferably from municipal or governmental clients; and
- Signed originals of the Required Certifications enclosed as Appendix A.

By responding to this RFP, the Engineer expressly agrees to the terms of the RFP documents including those in Appendix B "Standard Oneida County Conditions", as well as the conditions set forth in the requirements for Equivalency projects funded by the NYS Clean Water State Revolving Fund including:

- Participation by Disadvantaged Business Enterprises ("DBE") in United States Environmental Protection Agency ("EPA") Programs pursuant to 40 CFR Part 33;
- Equal Employment Opportunities pursuant to Titles VI and VII of the Civil Rights Act of 1964, 40 CFR Part 7, and 41 CFR Part 60-1 Subpart A;
- Prohibition on certain telecommunication and video surveillance services or equipment, implementing section 889 of Public Law 115-232.

3.1 Qualifications

The Engineer must reserve for this project at least one Professional Engineer licensed by the State of New York with documented experience in a field related to this project.

The Engineer must demonstrate within their statement of qualifications that they have the staff (in-house or subcontracted) to meet the intent of the proposed contract.

Team Qualifications -

Include a list of your proposed key team members along with a brief statement of their background and experience. Resumes of only key team members who will be involved in the day-to-day assignments may be submitted. Limit resumes to one page of relevant experience.

Engineer Qualifications -

A list of the Engineer’s experience on the design and construction of sewer collection systems with emphasis on sewer rehabilitation.

3.2 Technical Approach

The scope of work is generally described in Section 2.0. The Engineer shall define their technical approach to accomplishing the goals of this RFP based on the Engineer’s knowledge and experience.

3.3 Local Participation

For purposes of this RFP, the County requires that the local office of the selected Engineer be located no further than 200 miles from the Oneida County Water Pollution Control Plant.

Additionally, no less than 80 percent of the work is to be performed by the local office. Work performed by subcontractors located within 200 miles of the Oneida County Water Pollution Control Plant will count toward the 80-percent.

3.4 DBE Participation

The County encourages respondents to make every good faith effort to promote and assist the participation of New York State certified Disadvantaged Business Enterprises (DBE) as subcontractors. The County has received grant funding from various sources for this project. As such the County is establishing a 20 percent combined DBE participation goal for this project.

4.0 SCHEDULE AND LENGTH OF SERVICE

It is anticipated that this contract will commence on or about June 12, 2024, and extend through completion of construction.

5.0 ENGINEER SELECTION PROCESS

The Department will review the submissions and will rate them based on the following criteria:

- Engineer/Team Qualifications: 25 points
 - Key Personnel Qualifications/Experience/References: 35 points
 - Technical Approach: 20 points
 - Main Office/Staff Locality: 20 points
- Maximum Score: 100 points

The Department will select at least three Engineering Firms considered to be the most highly qualified to provide the required services. Interviews with those firms may be conducted. Contract negotiation with the highest ranked Engineering Firm will commence to determine compensation that is fair and reasonable based on a clear understanding of the project scope,

complexity, professional nature, and the estimated value of the services to be rendered. If a contract cannot be negotiated with the highest ranked Engineering Firm, negotiations will then proceed with the next highest ranking Engineering Firm, and so on.

The Engineer and any subcontractors agree that should it be awarded a contract it will not discriminate against any person who performs work under this contract because of age, race, color, sex, creed, sexual orientation, national origin, or disability.

- 6.0 The Engineer expressly warrants to Oneida County that it has the ability and expertise to perform its responsibilities under this contract, and in doing so will use the highest standards of professional workmanship.
- 7.0 By responding to this RFP, the Engineer agrees to accept all the terms and conditions of the RFP documents, including the “Mandatory State Revolving Fund Equivalency Project Terms and Conditions” dated October 1, 2023 and found at <https://efc.ny.gov/system/files/documents/2023/11/equivalency-tc-2024.pdf>.
- 8.0 The Engineer agrees to complete all work in a timely manner as specified or indicated in the documents for the agreed upon scope and price.
- 9.0 Oneida County reserves the right to reject any or all submissions, to waive any informality or technical defect in the submissions, or to award the contract in whole or in part if deemed to be in the best interest of Oneida County to do so. Unsuccessful Engineers may request an explanation of the reasons why an award was not made to them.
- 10.0 Oneida County reserves the right to reject any submission if the information submitted by, or investigation of, such Engineer fails to satisfy Oneida County that such Engineer is properly qualified to carry out the obligations of the contract, that the Engineer has the experience required to perform the contract (as determined by Oneida County in its sole discretion), and to complete the work contemplated therein. Oneida County further reserves the right to reject any submission where the Engineer’s references provide negative, reluctant, or equivocal information concerning the Engineer’s previous performance.
- 11.0 Oneida County reserves the right to refuse to issue submission documents or accept packets from Engineers who have previously failed to complete contracts within the time frame required or have previously performed work in an unsatisfactory manner. A submission may be rejected if the Engineer cannot show that it has the necessary ability to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A submission may be rejected if the Engineer is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.
- 12.0 The successful Engineer will be required to enter and sign into an Agreement with Oneida County. This RFP and the responding submission of the successful Engineer will become part of the Agreement and will be in effect for the duration of the contract period. The contract language will control over any language contained within this RFP that conflicts with the signed and fully executed contract.

13.0 No successful Engineer to whom a contract is awarded shall assign, transfer, convey, sublet or otherwise dispose of same, or of its right, title and interest therein, including the performance of the contract or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Oneida County Purchasing Agent. In the event the Engineer shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title and interest therein, including the performance of the contract, or the right to receive monies due or to become due, or its power to execute such contract to any other person or corporations, or upon receipt by Oneida County of an attachment against the Engineer, the County of Oneida shall be relieved and discharged from any and all liability and obligation under or arising from the contract with such Engineer, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract to the fullest extent permitted by law.

14.0 Insurance

Engineer shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- Commercial General Liability (“CGL”) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Engineer shall maintain said CGL coverage for itself and the additional insureds for the duration of the Agreement and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.
- Workers’ Compensation and Employer’s Liability, pursuant to statutory limits.
- Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.
- Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
- Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and at least Two Million (\$2,000,000) in the aggregate.

- Waiver of Subrogation: Engineer waives all rights against County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- Engineer shall not perform any Services until it shall have provided to County certificates of insurance evidencing such coverage. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of the Engineer's policies. The certificates shall be on forms approved by County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve Engineer of any of the insurance requirements, nor decrease the liability of Engineer. County reserves the right to require Engineer to provide insurance policies for review by County. Engineer hereby grants County a limited power of attorney to communicate with Engineer's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

14.0 Assumption of Risk and Indemnification

- Engineer solely assumes all risks in performing the Services.
- Engineer shall indemnify, hold harmless and defend Oneida County, its officers, agents, employees, and servants, from and against all claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, arising from, or related to the Engineer's Services under the Agreement to the extent caused by any negligent or culpable act or omission of the Engineer or the Engineer's officers, agents, employees, servants, or subcontractor(s), or arising from or related to Engineer's breach of this Agreement or of any law. In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are caused by Oneida County's sole negligence, Oneida County shall indemnify and hold harmless the Engineer. In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are the result of the negligence of both Oneida County and the Engineer, or its subcontractor(s), Oneida County and the Engineer shall be liable to the extent or degree of their respective negligence, as determined by mutual agreement of Oneida County and the Engineer or as determined by adjudication of comparative negligence.
- Neither the termination of the Agreement nor the making of the final payment shall release Engineer from its obligations under this Section. The enumeration elsewhere in the Agreement of particular risks assumed by Engineer or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerate.

Appendix A

Required Certifications

Engineer Must Sign and Submit Each Certification with its Submission

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Qualifications (hereinafter "RFP") does not commit Oneida County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. Oneida County reserves the right to accept or reject any or all submissions that do not completely conform to the instructions given in the RFP.
2. Oneida County reserves the right to amend, modify or withdraw this RFP, and to reject any submissions submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Respondent") or other parties for their expenses incurred in the preparation of a submission or otherwise. Submissions will be prepared at the sole cost and expense of the Applicant.
3. Submission of a submission will be deemed to be the consent of the Applicant to any inquiry made by Oneida County of third parties with regard to the Applicant's experience or other matters relevant to the submission.
4. The awarded agreement may be terminated in whole or in part, by Oneida County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for services as approved by Oneida County. Oneida County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved submission shall be requested in writing by the Applicant prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to the County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this submission, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that Oneida County is subject to Section 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Legal Name of Respondent's Organization

Signature

Date

Printed Name

Title

NON-COLLUSION CERTIFICATION

(GML § 103-D)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

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

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

Legal Name of Respondent's Organization

Signature

Date

Printed Name

Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

Legal Name of Respondent's Organization

Signature

Date

Printed Name

Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and
2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

Legal Name of Respondent's Organization

Signature

Date

Printed Name

Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

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

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

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

Legal Name of Respondent's Organization

Signature

Date

Printed Name

Title

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, submission or other response to a solicitation for bid or submission that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

_____	_____
Legal Name of Organization	Signature
_____	_____
Date	Printed Name

	Title

Appendix B

Standard Oneida County Conditions

STANDARD ONEIDA COUNTY CONDITIONS

The parties to the foregoing Agreement (“Contract”), for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority’s service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority’s service area which are generated by Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any persons 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 the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally 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 grant or cooperative agreement, Contractor shall complete and submit Standard Form 111 “Disclosure Form to Report

Lobbying," in accordance with its instructions.

- iii. Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
 - ii. Where Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors,

as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above,

from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, Contractor certifies that he or she will

not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between Contractor and the County. In order to assure such privacy and security, Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize Contractor to use or further disclose the protected health information that Contractor handles in treating patients of the County in any

manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. Contractor may provide data aggregation services relating to the health care operations of the County.

c. Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom Contractor provides protected health information received from, or created or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining

the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, Contractor on behalf of the County that Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

10. RECORDS.

Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the

payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The primary purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. Contractor agrees to provide to, or permit the County to examine or obtain copies of any documents relating to the payment of money to Contractor or expenditures made by Contractor for which reimbursement is requested to be made or has been made to Contractor by the County. Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the

County, Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

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

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

- ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

Contractor shall comply with the provisions of New York State Labor Law § 201-g.



Report previously prepared in support of various funding applications.
Consultants are encouraged to develop their own approach.

Collection System Rehabilitation Evaluation Report

Oneida County Department of Water Quality & Water
Pollution Control

16 June 2022



Project name		WO 25 OCSD Collection System Rehabilitation					
Document title		Collection System Rehabilitation Evaluation Report					
Project number		8615202					
File name		Document1					
Status Code	Revision	Author	Reviewer		Approved for issue		
			Name	Signature	Name	Signature	Date
[Status code]							
[Status code]							
[Status code]							

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1. Executive Summary

In 2007, the New York State Department of Environmental Conservation (NYSDEC) and Oneida County, NY (County) entered a Consent Order (No. R620060823-67) to address sanitary sewer overflows (SSO) at the Sauquoit Creek Pump Station (SCPS). Since that time, the County has engaged in collection system rehabilitation and construction projects for water pollution control plant (WPCP) improvements. Specific to the collection system, the rehabilitation construction contracts were undertaken to reduce the amount of inflow and infiltration (I/I) entering the system due to defects in interceptor sewers, mainline sewers, lateral connections, and manhole structures.

The work to date has resulted in a significant and sustained decrease in SSO volume at the SCPS. Even with historic rainfall events, the SSO volumes remain significantly lower than in the past. However, even though the volume of SSO has been reduced, I/I in the collection system continues to persist and a supplementary phase of collection system rehabilitation is warranted to further reduce I/I.

The purpose of this report is to support the need for a supplementary phase of collection system rehabilitation and to identify the costs associated with the necessary collection system rehabilitation. A supplementary phase is recommended to progress in a build-and-measure fashion starting with the highest priority I/I reduction projects. The total project cost estimate for this work is \$26 million.

Three approaches were considered to mitigate I/I impacts at the SCPS and WPCP: (1) storage; (2) new treatment works; and (3) sewer rehabilitation. At this point in the County's SSO mitigation efforts, continued sewer rehabilitation is the only feasible alternative to reduce wet weather flow received at the SCPS and the WPCP. The construction costs for storage and new treatments works are more than \$60 million and \$100 million, respectively, making these approaches unfeasible compared to the \$21 million estimated construction cost of the sewer rehabilitation. In addition to monetary considerations, maintaining the existing infrastructure is simply a more sustainable approach as opposed to building new infrastructure. The County's philosophy is that if the I/I can be removed at its source, it should be removed instead of being conveyed and treated using valuable resources.

2. Project Background and History

The Oneida County Sewer District (District) is administered through the Oneida County Department of Water Quality and Water Pollution Control (WQ&WPC), which is responsible for the operation and management of the District's facilities and personnel. District facilities include 45 miles of interceptor sewers, the Sauquoit Creek and Barnes Avenue Pumping Stations, and the WPCP. The District services 15 municipalities including the City of Utica. The WPCP was constructed in 1968 as a regional wastewater treatment facility and treats wastewater from the City of Utica, 14 municipalities, and the Oneida County Business Park. Wastewater from the City of Utica is combined sewage, whereas wastewater from regions outside the City includes only sanitary sewage.

In 2007, the NYSDEC and Oneida County entered into a Consent Order (No. R620060823-67) due to SSO at the SCPS. The original Consent Order required mitigation of the SSO by October 21, 2014. Through cooperative discussions with the NYSDEC, the Consent Order has been modified twice, and now the SSO must be mitigated by December 31, 2022. The last modification was executed by the NYSDEC on November 24, 2021.

The County began the SSO mitigation work by developing a Plan of Study in 2008 which was finalized in 2010. For the purpose of mitigating the SSO at the SCPS, the study considered I/I reduction in the collection system as well as increased capacity at the County's pump stations and WPCP to treat I/I.

Since 2010, the County has engaged in collection system rehabilitation and WPCP improvement construction projects. Specific to the collection system, rehabilitation construction contracts were undertaken to reduce the amount of I/I entering the system due to defects in interceptor sewers, mainline sewers, lateral connections, and manhole structures. Work under these sewer rehabilitation contracts has typically included a mix of cured-in-place pipe (CIPP) lining, pipe joint and lateral grouting, open cut repairs, spot repairs, manhole repairs/replacement, and supplemental CCTV inspections.

The rehabilitation construction work has and will continue to be completed throughout the entire District, including the major sewer basins, namely, Sauquoit Creek, Starch Factory, and North of Utica. The City of Utica is completing work in their combined sewage systems independently but in a coordinated manner with the County.

2.1 Site Information

Oneida County is located in the central region of New York State and encompasses an area of 1,258 square miles.

The Oneida County Department of WQ&WPC is responsible for administering the operations of the Oneida County Sewer District, which services a population of approximately 110,000 and covers an area of approximately 170 square miles.

There are 15 municipalities plus the County of Oneida in the District. These include the City of Utica; the Villages of New York Mills, Yorkville, Whitesboro, Oriskany, New Hartford, Clayville, and Holland Patent; the Towns of Whitestown, New Hartford, Paris, Marcy, Deerfield, Frankfort, and Schuyler; and the Oneida County Business Park (and former airport) whose sanitary sewers are owned directly by the County. Refer to Figure 2.1.

2.1.1 Geologic Conditions

According to the United States Department of Agriculture (USDA) National Resources Conservation Services (NRCS) Oneida County is underlain primarily by sedimentary rocks that are of Paleozoic age. Specifically, in the proposed work areas, the natural soils are formed mainly of alluvial and outwash deposits derived from the rocks upstream; the soils consists of well drained to poorly drained bottom land that are subject to flooding. The predominant soil type is "Urban Land", which consists of areas where at least 50 percent of the land surface is covered with impervious material or buildings, and the soils are disturbed and augmented.

This supplementary phase of collection system rehabilitation work will be entirely trenchless or replacement of existing sewers in existing trenches or previously already disturbed and altered soils. If needed, future soil investigations will be completed during design.

2.1.2 Environmental Resources and Floodplain Considerations

The highest priority sewer basins that are recommended for sewer rehabilitation are located adjacent to the Mohawk River, a Class C waterbody. Based on a review of the NYSDEC Environmental Resource Mapper, portions of the work areas are near regulated freshwater wetlands and other classified waterbodies; however no significant areas of environmental concern were found at the proposed project site. The work will be completed in the vicinity important environmental resources, but based on previous collection system rehabilitation activities in these areas, these rehabilitation efforts would likely not impact the proposed project in this report.

Only a small portion of the work areas are in flood hazard areas as defined by the Federal Emergency Management Agency (FEMA). No work areas are in a regulatory floodway, but some areas are within the 100-year flood and 500-year flood zones. The existing sewers to be rehabilitated have experienced these types of floods in the past. Special precautions will be made during construction to avoid damage from flooding during active construction.

As reported in Section 5.2.2, as typical of collection system rehabilitation, this will be a Type II Action with none to minimal negative environmental impacts.

2.1.3 Potential Environmental Justice Areas

The NYSDEC's Geospatial Information System (GIS) tools were used to identify the Potential Environmental Justice Areas (PEJA) in the WPCP service area, and the resulting map is provided on Figure 2.2. While the Oneida County WPCP is not located directly in a PEJA, there are several PEJAs located in the WPCP service area, including the City of Utica, Town of Whitesboro and Village of New York Mills. The PEJA recognizes populations that meet or exceed certain statistical criteria related to percentage minority population and percentage of households with incomes below the federal poverty level. The proposed UV project would have a direct beneficial impact to the PEJAs within Oneida County by improving the water quality in the Mohawk River.

According to the US Census Bureau, the Oneida County has a median household income (MHI) of \$59,113 (2020 dollars based on the American Community Survey 5-Year Estimates, 2016-2020), compared to the New York State average MHI of \$71,117 (2020) and the United States MHI of \$64,994 (2020 dollars). The US Census Bureau lists that 12.4 percent of Oneida County lives in poverty compared to the national average of 11.4 percent.

The NYSEFC has issued guidelines on hardship financing eligibility based on municipal, project and environmental justice criteria. The NYSEFC established criteria that the municipal population must be less than 300,000, and the MHI of a municipality must be less than 80 percent of the regionally adjusted MHI of \$68,486 for the upstate region (\$54,789) or the MHI be between 80 to 100 percent of the regionally adjusted MHI with a poverty level that is greater than the 2019 state-wide poverty of 10.4 percent, to be eligible for hardship financing. While the MHI for Oneida County (\$59,113) is greater than 80 percent of the regionally adjusted MHI (\$54,789), it does satisfy the alternate criteria of MHI being between 80 to 100 percent of the regionally adjusted MHI and the poverty of 12.4 percent is greater than the state-wide poverty of 10.4 percent. Oneida County's population of 230,274 (2021 estimate) is also below the 300,000-person threshold. Therefore, Oneida County may qualify for hardship financing for this project.

2.2 Ownership and Service Area

On behalf of the District, Oneida County holds the NYSDEC-issued SPDES Permit. The member municipalities own and operate the collection systems within their own boundaries, and although not bound directly by the terms and conditions of the County's SPDES Permit, their discharges to the District's system are regulated by the County's Sewer Use Ordinance. Each municipality within the District owns and operates their own collection system. The village-owned systems tend to be the oldest within the SCPS sewer basin, whereas the town-owned systems are generally of newer construction.

The District owns and operates the WPCP, the SCPS, the Barnes Avenue Pumping Station, and 45 miles of interceptor sewers ranging in size from 12 to 66 inches in diameter connecting the member municipalities to the SCPS and/or the WPCP.

The District’s collection system is comprised of 12 interceptor sewers, five of which are tributary to the SCPS. These interceptors are Sauquoit Creek Interceptor, Mud Creek Interceptor, Harts Hill Interceptor, Whitesboro-Oriskany-Airport Interceptor, and Yorkville Interceptor. The remaining interceptor sewers are directly tributary to the WPCP and include Starch Factory Creek Interceptor, North Utica Interceptor, Mohawk River Interceptor, Marcy Interceptor, Deerfield East Interceptor, Deerfield West Interceptor, and Realls Creek Interceptor. All of the interceptor sewers were constructed between 1968 and 1979.

While the District’s service area does not cover all of Oneida County, the historical populations of the County were examined to provide the general population trends. Table 2.1 presents the historical US Census populations since 2020. The US Census data show a declining trend in population within Oneida County over the past 21 years, with an overall decrease of 2.2 percent since 2000.

Table 2.1 *Oneida County Historical Population*

Year	Population	Source
2000	235,469	US Census
2010	234,878	US Census
2020	232,125	US Census
2021	230,274	US Census (estimate)

2.3 Existing Facilities and Present Condition

2.3.1 Collection System Infrastructure

The District’s sanitary sewers are constructed primarily of reinforced concrete pipe with precast concrete manholes and are generally in good condition. The municipal collection systems are constructed from a variety of materials and have a wide range of ages and conditions. The County performed a Sewer System Evaluation Survey (SSES) throughout the District during the period from 2008 to 2010.

Based on the findings, rehabilitation construction contracts were undertaken to reduce the amount of I/I entering the system due to defects in the interceptor sewers, mainline sewers, lateral connections, and manhole structures. Work under these sewer rehabilitation contracts typically included a mix of CIPP lining, pipe joint and lateral grouting, open cut repairs, spot repairs, manhole repairs/replacement, and supplemental CCTV inspections. Information related to the sewer rehabilitation contracts is presented in Table 2.2.

Table 2.2 Summary of Completed Sewer Rehabilitation Projects

Contract No.*	Title of Contract	Project Location / Description	CWSRF Project No.	Miles of Rehabilitation	Current Contract Amount	Contractor	Contract Status
2	Sanitary Sewer Manhole Rehabilitation - Phase 2	<u>District-wide:</u> Rehabilitation of approximately 1,278 sanitary sewer manholes.	C6-6070-08-00	47	\$1,529,131.73	Green Mountain Pipeline Services	Complete
3	Sanitary Sewer Mainline Rehabilitation - Phase 1	Villages of New York Mills, Oriskany, New Hartford, Whitesboro, and Yorkville; Towns of New Hartford and Whitestown	C6-6070-08-00	13	\$1,916,428.54	Insituform	Complete
4	Sewer Separation - Clinton/Henderson Street, NY Mills	<u>NY Mills:</u> Storm/Sanitary sewer separation.	C6-6070-08-00	2	\$155,007.51	JJ Lane Construction	Complete
5	Sewer Repairs and Rehabilitation	<u>Villages of Whitesboro, New Hartford, Yorkville, New York Mills:</u> Storm/Sanitary sewer repairs and rehabilitation; manhole replacement and UV-CIPP lining.	C6-6070-08-00	1	\$411,841.66	Central Paving	Complete
6	Sanitary Sewer Mainline Rehabilitation - Phase 2	Villages of New Hartford and Clayville; Towns of New Hartford and Paris; City of Utica	C6-6070-08-00	15	\$2,086,525.00	Green Mountain Pipeline Services	Complete
7	Sanitary Sewer Mainline Rehabilitation - Phase 3	Towns of New Hartford and Whitestown: Glenhaven area (HHI-1 and WHN-31), the area west of the Whitesboro Parkway School and south of Clinton Street area (WHN-33), and Kellogg Road area (NHD-18)	C6-6070-08-00	13	\$2,060,644.00	Green Mountain Pipeline Services	Complete

Contract No.*	Title of Contract	Project Location / Description	CWSRF Project No.	Miles of Rehabilitation	Current Contract Amount	Contractor	Contract Status
8	Sanitary Sewer Mainline Rehabilitation - Phase 4	<u>Town of New Hartford:</u> Paris Road area (NHD-23)	C6-6070-08-00	14	\$1,143,410.78	National Water Main Cleaning Co.	Complete
10	Sanitary Sewer Mainline Rehabilitation - Phase 5	<u>Town of Whitestown and Village of Whitesboro:</u> Area west of Henderson St., north of Mud Creek, south of Clinton St. and east of Clinton Rd; and areas of V. of Whitesboro that have not been previously rehabbed.	C6-6070-08-10	17	\$3,429,370.00	Green Mountain Pipeline Services	Complete
11	Sanitary Sewer Mainline Rehabilitation - Phase 6	<u>Town of New Hartford/Hamlet of Washington Mills:</u> Chapman Rd, Higby Rd., and Mohawk St. as well as side streets in Town of New Hartford (NHD-20).	C6-6070-08-10	7	\$632,029.26	National Water Main Cleaning Co.	Complete
12 ⁽³⁾	Sewer Rehabilitation Project	<u>Village of Yorkville:</u> Areas of the Village not previously rehabbed (YKV-1).	C6-6071-02-00	11	\$3,420,966.19	National Water Main Cleaning Co.	Base Project Complete
13	Sanitary Sewer Mainline Rehabilitation - Phase 8	<u>Town of New Hartford:</u> Residential subdivisions along Routes 12B and Merritt Place, situated south of Route 5B and Seneca Turnpike, and north of Sherrill Brook Park (NHD-6).	C6-6070-08-10	5	\$802,838.50	National Water Main Cleaning Co.	Complete
14	Sanitary Sewer Mainline Rehabilitation - Phase 9	<u>Town of New Hartford:</u> Commercial district along Seneca Turnpike surrounding Sangertown Square Shopping Mall, south to a residential area situated between Seneca Turnpike and	C6-6070-08-10	7	\$995,407.25	National Water Main Cleaning Co.	Complete

Contract No.*	Title of Contract	Project Location / Description	CWSRF Project No.	Miles of Rehabilitation	Current Contract Amount	Contractor	Contract Status
		Clinton Rd., and a small residential area south of Clinton Rd. along Merritt Place (NHD-9).					
16	Sanitary Sewer Mainline Rehabilitation - Phase 10	<u>Town of Whitestown:</u> Residential area along Westmoreland Rd. and West St., south of the NYS Thruway, and north of Clinton Rd. (WHN-34, WHN-35, WHN-12 & WHN-36).	C6-6070-08-10	3	\$386,042.00	National Water Main Cleaning Co.	Complete
17	Sewer Rehabilitation Project - Phase 11	Village of Yorkville Flow data, mapping, and SSES (smoke testing/CCTV) results were assessed to determine location(s) most appropriate for continued sewer system rehabilitation. Both sanitary and storm sewers will be lined. House laterals will be lined. Bid documents are nearly complete and anticipate project to be bid in 2nd Quarter 2022.	C6-6070-08-10	<1	\$600,000.00	TBD	Tentative Bid Date - 2nd Quarter 2022

The sewer collection system for each of the municipalities can be divided into unique sewer basins with common discharge points to the interceptor sewers. Each of the municipalities has one or more sewer basins that connect into the District interceptor sewers. For example, the Village of New York Mills has three connection points to the District interceptor sewers and therefore can be divided into three unique sewer basins. Figure 2.3 shows the sewer basins for each member municipality which in total make up the SCPS Basin.

As their names imply, some of the interceptor sewers are constructed parallel to creeks or rivers in order to efficiently convey flow to the SCPS or WPCP. The majority of the manholes are located in off-road sewer easements and/or rights-of-way, as opposed to within or adjacent to roadways. Many of the more remote off-road easements/rights-of-ways require tree and overgrowth removal to facilitate improved accessibility for regular inspections as well as preventive and corrective manhole and pipeline maintenance. This issue is being addressed as part of the long-term maintenance recommendations of the SSO Mitigation Plan for both the District and municipal sewer systems.

The County’s Engineering Team continues to review available data and looks for additional sewer rehabilitation opportunities. A new contract (Contract 17) is being developed to address sewer rehabilitation in the Village of Yorkville; construction is anticipated to begin in 2022-23. The District and the municipalities plan to continue their work together to remove I/I from the collection systems.

2.3.2 History of Damage due to Storm/Flood

On October 31, 2019, an intense rainfall event caused widespread flooding in the Mohawk Valley. The rain gauge at the WPCP recorded 3.75 inches of rain, with a peak intensity of over 3 inches per hour. Damages occurred at the WPCP, sections of the Sauquoit Creek Interceptor Sewer and Force Main along Sauquoit Creek, and the SCPS.

The flood event was particularly intense within the Sauquoit Creek drainage basin with extensive flooding along Sauquoit Creek that resulted in stream bank failures. Sections of the Sauquoit Creek Interceptor Sewer were damaged, which included stream bank failures that resulted in pipe exposures within the creek that caused debris and creek water to enter the sewer. The damages incurred at various locations and the current status of repairs are presented in Table 2.3. The County continues to coordinate with FEMA regarding the disaster recovery assistance program. Total cost of repairs to the remaining interceptor sewers and force main are expected to cost between \$500,000 and \$700,000.

Table 2.3 FEMA Damage Project Summary

Project Number	FEMA Damage Number	Title	Cost	Status
133024	366892	Sewer exposure repair (New Hartford Park, Washington Mills)	\$96,054	Work Completed 11/01/2021
	366893	Sewer exposure repair (Oneida St., Washington Mills - behind Salvatore's bakery)	\$51,000	Pending FEMA review/approval
	366894	Sewer exposure (Victoria Drive, Utica)	\$149,100	Pending FEMA review/approval
	366895	Manhole Exposure (New Hartford Street, New York Mills)	\$37,680	Pending FEMA review/approval
135064	374275	Sewer Line Encasement Undermining (Mud Creek)	\$53,287	Pending FEMA 406 HMP Completion
133005	n/a	Sewer line repair with stream bed restoration and bank armament	\$392,312	Work Completed 12/01/2021

Project Number	FEMA Damage Number	Title	Cost	Status
133021	n/a	Pump Station/Access Road Repairs	\$199,720	Work Completed 06/20/2021
158181	n/a	Pump Station - Emergency Work	\$140,134	Work Completed 06/20/2021
145808	n/a	Oneida County DWQ Management Costs		Pending Formulation Completion
135067	n/a	Nail Creek Force Main	\$23,000	Pending FEMA review/approval
135066	374278	Creek Stabilization and Associated Damages (near Pietryka Park)	\$130,225	Pending Final FEMA Review/approval
135061	n/a	App-Cert Pump Station - Damaged Electrical Equipment	\$29,400	Work Completed 12/30/2022

2.4 Definition of the Problem

The collection system rehabilitation work has notably reduced the SSO volume. As presented in Figure 2.4, there was a significant and sustained decrease in SSO volume immediately following the completion of the rehabilitation construction contracts in 2014. Even with historic rainfall events, the SSO volumes remain significantly lower than in the past. However, even though the SSO volume has been reduced, I/I in the collection system continues to persist. Therefore, a supplementary phase of collection system rehabilitation is warranted to further reduce I/I.

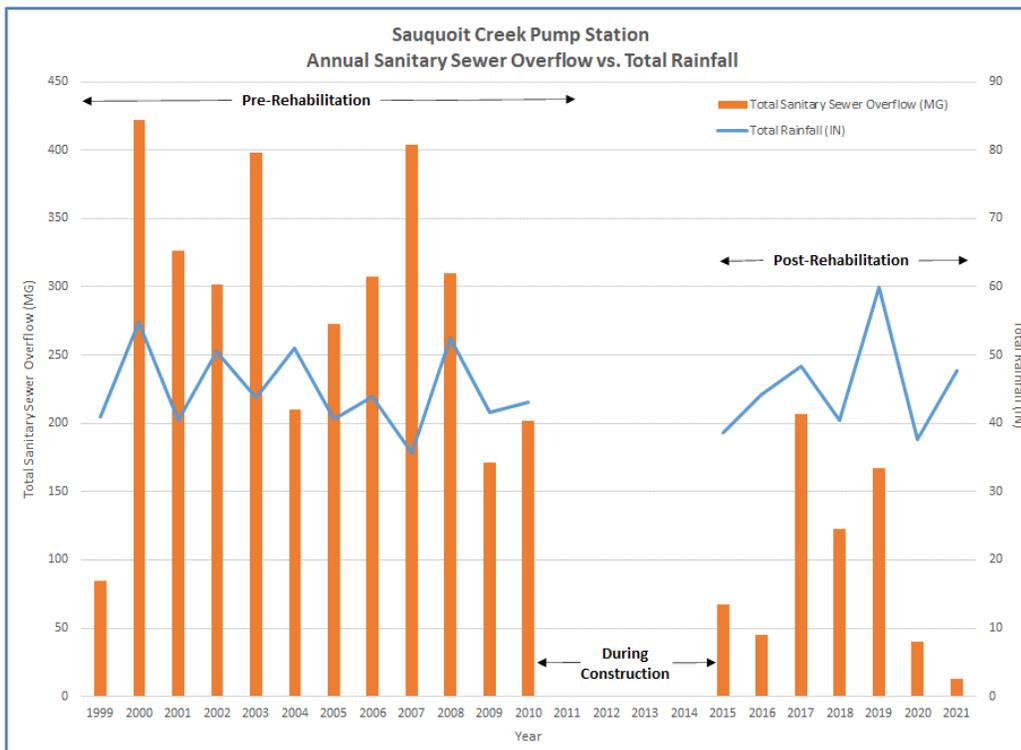


Figure 2.4 Annual Overflow Volume at Sauquoit Creek Pump Station vs. Total Rainfall

For the past decade, the County has continually measured the I/I in the collection system using flow meters. The flow meters in the Town of New Hartford, Village of New Hartford, Village of Yorkville, as well as New York Mills, Oriskany, and Whitesboro, show notable increases in flow in response to the storm events. The flow meter data is used to calculate rainfall-derived infiltration and inflow (RDII). RDII has been measured in units of gallons per linear foot of sewer per inch of rainfall (gallons/LF/inch) for major wet weather events over the last 10 years. A general rule of thumb is that the threshold for severe RDII is a net RDII greater than 15 gallons/LF/inch. The net RDII values for many of the areas in the aforementioned municipalities were above this threshold for the major storm events, suggesting potential severe RDII in these areas and further supporting the additional sewer investigations being conducted in these areas.

Based on the findings of the RDII analysis, Table 2.4 presents the areas tributary to the WPCP which are deemed to have excessive I/I. It is recommended these areas be the subject of a supplementary phase of collection system rehabilitation.

Table 2.4 District Sewer Basins with High Inflow and Infiltration

Sewer Basin Name	Flow Meter Name	Length (feet)	Net RDII (gallons/LF/inch)
City of Utica-Proctor Park	ONEIDA_205	41,980	45
City of Utica-South Park	ONEIDA_31223	33,299	36
Town of Deerfield-1	Oneida_DFD1	15,574	18
Town of Deerfield-2	Oneida_DFD2	47,017	15
Town of Deerfield-3	Oneida_DFD3 ⁽¹⁾	34,577	10
Town of New Hartford-Oneida Street	Oneida_NHD22	57,479	19
Town of New Hartford- Chenango Street	Oneida_NHD23	74,255	18
Town of New Hartford- New Hartford Street	Oneida_NHD24	34,200	15
Village of New York Mills-Commercial Drive	Oneida_NYM3B	27,395	21
Village of Oriskany-South	Oneida_OKY1A ⁽¹⁾	12,946	10
Village of Oriskany- North	Oneida_OKY1B	22,096	20
Village of New Hartford	Oneida_VNHD1 ⁽²⁾	46,012	21
Village of Whitesboro-Redfield Avenue	Oneida_WBO1 ⁽¹⁾	64,665	10
Village of Whitesboro-Linwood Place A	Oneida_WBO2A	26,427	26
Village of Whitesboro-Linwood Place B	Oneida_WBO2B ⁽¹⁾	26,529	13
Village of Whitesboro-Pleasant Street	Oneida_WBO3 ⁽¹⁾	1,978	17
Village of Yorkville-East	Oneida_YKV1A ⁽²⁾	50,475	32
Village of Yorkville-North East	Oneida_YKV1B ⁽²⁾	2,325	15
Village of Yorkville-West	Oneida_YKV2 ⁽²⁾	23,130	17

(1) No excessive I/I present, but contiguous with areas with excessive I/I. Therefore, it is recommended to perform SSES work and needed collection system rehabilitation work.

(2) SSES or construction work already in progress.

As detailed in the following paragraphs, the project is needed to reduce wet weather flow received at the SCPS and the WPCP, protect property and public and environmental health from the impacts of I/I, improve aging infrastructure, and promote smart economic development.

2.5 Financial Status

Annual revenues for the District are derived from sewer billing charges based on metered or unmetered water consumption. In addition to funding the operation of the wastewater system, these charges also go toward the construction of Consent Order related system upgrades. The 2022 District sewer billing charges include \$6.77 per 1,000 gallons of water usage. Additionally, customers in the Sauquoit Creek tributary basin, except the Village of Whitesboro are assessed an additional surcharge rate of \$1.05 per 1,000 gallons of water usage to pay for capital expenditures and system repairs associated with the Consent Order. Customers residing in the Village of Whitesboro are assessed an additional surcharge rate of \$2.30 per 1,000 gallons of water usage for the same expenditures and repairs. In addition to the District sewer charges, each tributary community establishes their own sewer rates since the communities own and operated their own sewer collection systems.

According to the 2022 adopted budget for the Oneida County Department of Water Quality and Water Pollution Control (WQ&WPC), the total budget is \$12,889,512, which includes administrative, sanitary sewers, sewage treatment and industrial program appropriations. The County has a number of bonds that were issued to fund capital projects, and the annual debt service for the 2022 budget is \$11,299,496. Recent capital projects include several construction contracts for upgrades at the WPCP, Sauquoit Creek Pump Station/force main, and sanitary sewer collection system improvements that are either completed or near completion, which were part of the Consent Order compliance program. This project, will be charged back to to the respective municipalities the same way that the Sauquoit Creek Basin has the \$1.05 surcharge.

3. Alternatives Analysis

At this point in the County's SSO mitigation efforts, continued sewer rehabilitation is the only feasible alternative to reduce wet weather flow received at the SCPS and the WPCP. In general, there are three approaches which could be used by the District to reduce wet weather flow impacts at the SCPS and WPCP: (1) storage; (2) new treatment works (in addition to the current WPCP expansion); and (3) sewer rehabilitation.

For the first approach, if land were available at either the SCPS or the WPCP, an estimated 15 million gallons of storage would be required. This facility size was based on storing the volume of back-to-back two-year return frequency storm events. The volume was estimated from actual SSO volume and rainfall records measured at the SCPS during a two-year return frequency storm that had a duration of almost two days. Using a rule of thumb cost estimate of \$4 per gallon of storage, the construction cost for this approach would be on the order of magnitude of \$60 million.

The treatment works at the WPCP are currently being expanded from 55 million gallons per day (mgd) to 111 mgd. Given the current expansion project at the WPCP, there is no land or configuration available on which to further expand the capacity for this persistent I/I. Therefore, new treatment works would be required in addition to the current WPCP expansion. If land were available, an estimated treatment capacity of 18 mgd would be required. This facility size was based on excess flow rates measured at both the SCPS and WPCP during five-year return frequency storm events. The flow rates were estimated from actual flow and rainfall records measured at the SCPS and the WPCP. Using a rule of thumb cost estimate of \$5 million per mgd treated, the construction cost for this approach would be on the order of magnitude of \$100 million.

Throughout the entire District, there is approximately 380 miles of sewer pipe and 10,000 manholes. Using a rule of thumb cost estimate of \$80 per foot of pipe and \$2,000 per manhole for rehabilitation, about 50 percent of the sewer pipes and manholes throughout the entire District could be rehabilitated for the same order of magnitude cost of storage and new treatment works. As presented in the following section, only a select set of sewer basins warrants further sewer rehabilitation, representing less than 25 percent of the total sewer pipe and manholes throughout the entire District. The alternative analysis for sewer rehabilitation will consider flow metering, sewer system investigation, and sewer rehabilitation as presented in the following section. This should be considered as a supplementary phase of collection system rehabilitation that the County began over a decade ago.

In addition to the monetary considerations for continuing the sewer rehabilitation approach, the District believes the more sustainable approach is to maintain the existing infrastructure versus building new infrastructure. Simply, if the I/I can be removed at its source, then it should be removed instead of being conveyed and treated, using up valuable resources.

3.1 Alternative 1: Continued Sewer Rehabilitation

The supplementary phase of collection system rehabilitation work will entail SSES work and collection system rehabilitation construction. The SSES work may include manhole inspections, television inspection of sewers, smoke testing and dye testing, and flow monitoring. The collection system rehabilitation construction may include a mix of CIPP lining, pipe joint and lateral grouting, open cut repairs, spot repairs; and manhole repairs/replacement. This supplementary phase of collection system rehabilitation work will be conducted on the highest priority sewer basins, which were identified in Section 2.4 and Table 2.4.

3.1.1 Historical Flow Data

The County worked closely with the Dormitory Authority of the State of New York (DASNY) to secure the \$950,000 Economic Development Assistance Program (EDAP) funding allocation to support the extensive flow monitoring program proposed by the County and approved by NYSDEC on August 24, 2012. The EDAP funds were ultimately made available by DASNY to the County in March 2014. Procurement of the flow monitoring equipment was advertised on June 9, 2014, and a contract was awarded on September 10, 2014 to ADS Environmental Services, LLC (ADS). ADS completed installation of 63 flow meters and five rain gauges in 2015. Forty-four meters were installed in the SCPS drainage basin and 14 meters were installed throughout the North Utica drainage basin. Two meters were installed to monitor flow to the County's Barnes Avenue Pump Station and three are used to monitor flow in the City of Utica's combined sewers to aid in hydraulic model calibration and confirmation. Three new flow meters were installed within the collection system tributary to the Starch Factory Interceptor (outside of the SCPS basin) in December 2019. Currently, 66 flow meters are installed under the County's flow monitoring program. In 2022, the County and their consultants plan to review and discuss the current flow meter locations and consider redeploying some flow meters to more strategic locations.

Flow metering data from ADS are available to the County and its consultant team for evaluating the impacts of sanitary sewer and manhole rehabilitation on the amount of I/I entering the sanitary sewer system. Raw flow monitoring data, consisting of 5-minute measurements of depth and velocity, is routinely analyzed to identify dry and wet weather days, define "typical" rain events for both summer and winter seasons, and analyze the rain event's effect on the flow in the sanitary sewer. This forms the basis of evaluating the quantity of RDII in large datasets. Each year, a report is created that provides a summary of the previous year's flow monitoring data. A summary of the 2021 data follows, and a more detailed report from ADS can be found in Appendix A.

Based on the RDII analysis and as presented in Section 2.4 and Table 2.4, there are certain drainage basins tributary to the WPCP which are deemed to have excessive I/I. It is recommended these areas be subject of a supplementary phase of collection system rehabilitation.

3.1.1.1 2021 Starch Factory Drainage Basin Flow Data Summary

The flow meters in the Starch Factory drainage basin have been consistently collecting flow data since their installation in 2019. Their purpose is to isolate portions of the Starch Factory drainage basin so that areas of excess I/I can be identified. The data collected by these flow meters continues to be reviewed and analyzed. That said, preliminary results provided in the report by ADS (Appendix A) indicates that the sewershed tributary to meter "Oneida_205", located within Proctor Park, appears to be proportionally contributing the most RDII in the Starch Factory Interceptor area. The City of Utica previously advised the County of its plans to conduct its own additional flow monitoring in the Starch Factory drainage basin in 2022. Additionally, the County and the City of Utica held a meeting with ADS in the fourth quarter of 2021 to review and discuss the current flow meter locations, and consideration is being given to redeploying some flow meters to more strategic locations.

3.1.2 Sewer System Investigation

Sewer system investigations, including manhole inspections, smoke testing, dye tracing, and closed circuit television (CCTV) inspections, will be performed as part of this supplementary phase of collection system rehabilitation work.

3.1.2.1 Manhole Inspections

Manhole inspections will be performed during this investigation phase. Inspections will be based on standards and procedures from the National Association of Sewer Service Companies (NASSCO) Manhole Assessment and Certification Program. Observations regarding structural defects and I/I sources will be made. Custom software will be used in the field to collect manhole data and produce a comprehensive, GIS-derived database of inspection records that can be used to determine potential I/I sources and rehabilitate the manholes in the future.

3.1.2.2 Smoke Testing

All of the known sewers in the subject sewer basins will be smoke tested during this supplemental phase to identify potential inflow sources. Smoke testing involves blowing non-toxic smoke into the sewer mains and observing and documenting where the smoke exits the system. Depending on specific circumstances, the observed smoke can indicate the locations of broken pipes, cleanouts, area drains, or catch basins where stormwater inflow may enter the sanitary sewer collection system. Testing may indicate inflow sources, and in some circumstances, infiltration sources. Dye tracing locations can be recommended based on the smoke testing observations.

3.1.2.3 Dye Tracing

Locations such as public catch basins (drainage inlets) and private area drains where smoke is observed can be dye traced. This can be completed by dropping dye into a suspect location (i.e., a catch basin that smoked) and flushing it into the system with large amounts of water. Observations can then be made downstream in the sanitary sewer system to document whether the tested location was connected directly to the sanitary system. If dye is observed in the sanitary system, it will be confirmed and documented that there was a direct connection allowing inflow into the sanitary sewer system. This testing will be performed after the smoke testing has been performed at locations of potential inflow identified.

3.1.2.4 Closed Circuit Television Inspections

The CCTV inspection program for this phase of SSES will be performed using the NASSCO Pipe Assessment and Certification Program (PACP). The CCTV inspections will search for structural defects and possible sources of I/I in the sewer system by internal camera inspection of the sanitary sewer mainlines. During CCTV inspections, a CCTV camera with the capability to light, pan, and tilt will be utilized to investigate various defects and/or sources of I/I along the mainlines as the camera physically passes through the sewer mains. A NASSCO trained technician will operate the camera, observe the defects, and identify the defects and their severity. The operator will enter this data into a database that can be searched for defect type and severity. When the database is finalized, the engineering team can query the database and locate the most severe defects that warrant sewer system rehabilitation.

3.1.2.5 Micro-Basin Flow Monitoring

Micro-basin flow monitoring entails monitoring sewer flows in small reaches of sewers. For example, monitors are installed every 1,000 feet across a sewer system. All the monitors in the sewer system are employed simultaneously. With simultaneous readings, comparison of upstream and downstream monitors can yield specific sewer reaches that have high I/I. The monitors can record wastewater levels from 0 to 100 percent pipe

diameter during dry day periods and wet weather events and then convert those changes in level to volumetric differences in flow through the use of algorithms in an analysis software program. The high-resolution data (every 1,000 feet) allows the algorithm to pinpoint the faulty infrastructure contributing the majority of I/I. The results will be used to identify specific sections of pipes that require further inspection to find the source of I/I.

3.1.3 Sewer System Rehabilitation

3.1.3.1 Rehabilitation Methods

During the investigation of the sewer system, multiple measurements and observations will be documented. Included in the data collection effort will be pipe material, size, depth, infiltration type, defect type, and severity and locations of infiltration and defects. The inspection data will be analyzed and the most appropriate rehabilitation method(s) selected.

In general, there are four options for rehabilitating a sewer mainline: (1) excavate and replace; (2) manhole-to-manhole rehabilitation (pipe lining); (3) open-cut spot repair; and (4) trenchless spot repair. Excavation and replacement and open-cut spot repairs are disruptive, take more time, and are more costly than trenchless alternatives. However, there are some defects, such as a collapsed pipe, that preclude the use of trenchless rehabilitation alternatives. Excavation and replacement and open-cut spot repairs will be suggested when trenchless alternatives are not suitable. There may be some instances when an open-cut repair is needed to repair a collapsed pipe segment, but a manhole-to-manhole liner is then recommended to rehabilitate the other pipe defects.

When trenchless rehabilitation alternatives are selected, infiltration defects will be repaired using injection grout methods to stop active infiltration. After active infiltration has ceased, other rehabilitation methods will be used to restore structural and functional integrity to the sewer pipes. The additional rehabilitation methods used will depend on the existing defects and the sewer pipe construction materials as summarized below.

Manhole-to-manhole rehabilitation will be accomplished by CIPP lining; while trenchless spot repairs will consist of pressure testing and grouting as well as inserting pipe sleeves where cracks, fractures, and broken pipes exist. Break-in lateral connections will be rehabilitated using both grouting and liners. The following types of lining and spot repair work are anticipated based on past work throughout the District:

1. Pressure testing and grouting.
2. CIPP installations.
3. CIPP sleeve installations.
4. Root removal.
5. Lateral lining.
6. Lateral connection repairs.
7. Manhole grouting and lining.

As stated above, the severity of the observed defects will influence the approach used to compare sewer pipe rehabilitation/replacement alternatives. It is important to note that the recommended approach will be based on sewer rehabilitation being the preferred alternative, and sewer replacement used when needed or in the rare occurrence when it is more cost effective. Life cycle cost analyses for rehabilitation versus replacement have been completed by others (Killips, John; Gamble, Chad WEF 2013), and it has been shown that the costs for each are similar. Therefore, sewer rehabilitation will be recommended unless structural defects warrant replacement. If a pipe is in such poor condition that it is beyond rehabilitation, replacement would be necessary. However, for the reasons stated above, where manhole-to-manhole rehabilitation or spot repairs are able to be completed, that will be the preferred method of rehabilitation.

An analysis based on the types and quantities of defects observed will be performed to determine the most cost-effective rehabilitation technique. Generally, if a sewer pipe section is found to be structurally unsound, the sewer pipe will be replaced. For structurally sound pipes, spot repairs will always be considered first, but if the quantity of spot repairs reaches a significant threshold, full length (manhole-to-manhole) CIPP linings will be installed. For example, a full-length CIPP liner will be recommended when the total cost for completing the spot repair(s) exceeds 50 percent of the cost for a full-length CIPP liner. This criterion emphasizes life cycle cost

considerations; even though the spot repairs are less costly today, the full-length liner has a much longer life expectancy and therefore a lower life cycle cost. As stated above, certain defects such as a collapsed pipe can only be repaired using an open-cut spot repair. But if the cost of a full-length CIPP liner is 50 percent more than the spot repairs of the remaining defects, a full-length liner will be recommended. Using the database described in Section 3.1.2.4 allows for easy and accurate review of each pipe section; therefore, each sewer pipe will be evaluated on a case-by-case basis to determine which method is most feasible and cost effective.

Regardless of the ultimate rehabilitation method chosen (spot repair or manhole-to-manhole), most sewer pipes will need to undergo some common form of rehabilitation. Common rehabilitation techniques include root control, grinding of protruding lateral service connections, service lateral rehabilitation near the host pipe, and repair of collapsed pipes. Root intrusion will be removed via mechanical cutting and chemical root control. It is recommended that active and break-in service connections receive lateral rehabilitation. Once these common rehabilitation techniques have been implemented, the other defects may be rehabilitated using localized grouting, pipe sleeves, or CIPP lining.

Based on past work in throughout the District the vast majority of the sewer defects are expected to be within the sanitary sewer system. However, there may be cases where there are cross connections between the sanitary sewer system and stormwater system or defects in the stormwater system causing I/I issues. These cross connections and stormwater system defects will be addressed on a case-by-case basis as part of this project.

3.1.3.2 Comprehensive Sewer Basin Approach

Historically, I/I projects typically rehabilitate only visually observed I/I sources. Unfortunately, this historical approach does not address groundwater migration. If only the visually observed sources are repaired, groundwater then often migrates to the nearest undetected defect, resulting in little, if any, benefit to the sewer system. Therefore, repairing only the visually observed leaks (and not all potential leaks) may not maximize peak flow reduction as the groundwater migrates to the next weakest spot in the sewer system. To find the next source, follow-up inspections become necessary.

Alternatively, the recommended approach to sewer rehabilitation for this project is to inspect and rehabilitate the entire sewer system in the highest priority sewer basins including all pipe, manholes, and lateral connections. Projects that address I/I with this type of comprehensive sewer basin approach versus individual sewer sections or manholes are more successful in reducing peak flow and provide better long-term results. By addressing I/I sources on a comprehensive basis, as compared to individual observed defects, post-rehabilitation sewer flows become easier to assess.

The mitigation of I/I will take several years to complete owing to the widespread nature of the sewer basins and I/I sources throughout the District's collection system. Therefore, the recommended I/I reduction program includes a progressive implementation approach to ensure a technically feasible and cost-effective solution to reduce I/I.

I/I reduction projects and a comprehensive sewer rehabilitation approach are both recommended to reduce I/I in the District's collection system. It is further recommended that this work be completed by implementing a build-and-measure program. For this program, phases of work will be identified and completed, and subsequent studies undertaken to measure I/I reduction. By implementing a build-and-measure program, the success of the work can be monitored as it is being completed and adjustments made to the program to optimize I/I reduction per dollar spent. Further, at some point, there will be diminishing returns on the rehabilitation investment and a decision will be made regarding the scope of future rehabilitation projects.

In consultation with the District, it was decided that this supplementary phase of collection system rehabilitation work will progress in a build-and-measure fashion starting with the highest priority I/I reduction projects, such as rehabilitation of the collection systems in the sewer basins identified in Section 2.4 and Table 2.4. The cost estimates and schedule for the first phase of work are provided below.

3.1.4 Alternative 1 Opinion of Probable Capital Costs

Using price information from past work in the County and other collection system rehabilitation work throughout New York State, it is estimated the total cost to complete the County’s supplementary phase of collection system rehabilitation work is \$26 million. Table 3.1 provides current unit pricing for SSES work and collection system rehabilitation construction.

Table 3.1 Sanitary Sewer Pipe Rehabilitation Unit Cost Estimate

Rehabilitation Description	Unit	Cost Per Unit	Cost Per Unit by Pipe Diameter					
			6	8	10	12	15	18
Manhole inspection	Each	\$150						
Smoke testing	Feet	\$1						
Dye tracing	Each	\$300						
CCTV	Feet		\$3	\$3	\$3	\$3	\$4	\$4
Micro-basin metering	Feet	\$1.5						
CIPP short liner-point repair ⁽¹⁾	Each		\$3,000	\$3,450	\$3,900	\$4,500	\$5,700	\$6,000
Joint grouting ^(1,2)	Each		\$25	\$27	\$29	\$31	\$37	\$39
Lateral liner (top hat) ⁽³⁾	Each		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Lateral grouting ^(1,2)	Each		\$600	\$600	\$600	\$600	\$700	\$700
CIPP full length liner ^(2,4)	Feet		\$50	\$50	\$53	\$71	\$94	\$118
Open cut point repair (0'-6' depth) ⁽⁴⁾	Each		\$8,000	\$9,000	\$9,000	\$12,000	\$15,000	\$16,000
Open cut point repair (6'-12' depth) ⁽⁴⁾	Each		\$14,400	\$16,200	\$16,200	\$21,600	\$27,000	\$29,000
Open cut point repair (12'-16' depth) ⁽⁴⁾	Each		\$17,600	\$19,800	\$19,800	\$26,400	\$33,000	\$36,000
Open cut point repair (+16' depth) ⁽⁴⁾	Each		\$20,800	\$23,400	\$23,400	\$31,200	\$39,000	\$42,000
Full length replacement (0'-6' depth) ⁽⁵⁾	Feet		\$250	\$250	\$250	\$280	\$300	\$320
Full length replacement (6'-12' depth) ⁽⁵⁾	Feet		\$313	\$313	\$313	\$350	\$375	\$395
Full length replacement (12'-16' depth) ⁽⁵⁾	Feet		\$375	\$375	\$375	\$420	\$450	\$475
Full length replacement (+16' depth) ⁽⁵⁾	Feet		\$475	\$475	\$475	\$532	\$570	\$590
Lateral rehabilitation	Each	\$2,000						
Manhole rehabilitation	Each	\$2,000						

- (1) Source: National Water Main Cleaning Company Budget Prices.
- (2) Source: City of Port Chester Bids (2016).
- (3) Source: Engineer’s estimate.
- (4) Source: City of New Rochelle Bids (2017).
- (5) Source: Rockland County Bids (2015).

Notes:

- Open cut point repair cost is based on 15-foot length.
- Open-cut replacement cost based on complete pipe replacement (approximately 200 feet)
- Open-cut replacement and open-cut point repair costs based on non-NYSDOT roads.
- Trench replacement only; no milling and pavement of road.

Table 3.2 presents the SSES cost estimate, the collection system rehabilitation construction estimate and the total cost estimate.

Table 3.2 *Engineer’s Opinion of Probable Cost*

Basin	Basin ID	Length (feet)	Number of Manholes	Cost of SSES	Cost of Sewer System Rehabilitation
City of Utica-Proctor Park	ONEIDA_205	41,980	140	\$250,000	\$1,189,000
City of Utica-South Park	ONEIDA_31223	33,299	111	\$200,000	\$943,000
Town of Deerfield-1	Oneida_DFD1	15,574	52	\$100,000	\$441,000
Town of Deerfield-2	Oneida_DFD2	47,017	157	\$280,000	\$1,332,000
Town of Deerfield-3	Oneida_DFD3	34,577	115	\$210,000	\$980,000
Town of New Hartford-Oneida Street	Oneida_NHD22	57,479	192	\$350,000	\$1,629,000
Town of New Hartford-Chenango Street	Oneida_NHD23	74,255	248	\$450,000	\$2,104,000
Town of New Hartford-New Hartford Street	Oneida_NHD24	34,200	114	\$210,000	\$969,000
Village of New York Mills-Commercial Drive	Oneida_NYM3B	27,395	91	\$170,000	\$777,000
Village of Oriskany-South	Oneida_OKY1A	12,946	43	\$80,000	\$367,000
Village of Oriskany-North	Oneida_OKY1B	22,096	74	\$130,000	\$626,000
Village of New Hartford	Oneida_VNHD1	46,012	153	\$50,000	\$1,304,000
Village of Whitesboro-Redfield Avenue	Oneida_WBO1	64,665	216	\$390,000	\$1,832,000
Village of Whitesboro-Linwood Place A	Oneida_WBO2 A	26,427	88	\$160,000	\$749,000
Village of Whitesboro-Linwood Place B	Oneida_WBO2 B	26,529	88	\$160,000	\$751,000
Village of Whitesboro-Pleasant Street	Oneida_WBO3	1,978	7	\$10,000	\$56,000
Village of Yorkville-East	Oneida_YKV1A	50,475	168	\$0 ⁽¹⁾	\$1,430,000
Village of Yorkville-North East	Oneida_YKV1B	2,325	8	\$0 ⁽¹⁾	\$66,000
Village of Yorkville-West	Oneida_YKV2	23,130	77	\$0 ⁽¹⁾	\$0 ⁽¹⁾
Subtotals				\$3,200,000	\$17,600,000
Construction Total					\$20,800,000
Engineering/Legal/Financial					\$2,000,000
Contingency					\$3,200,000
PROJECT TOTAL					\$26,000,000

(1) Work completed or in progress.

3.1.5 Alternative 1 Estimated O&M Costs

The County and municipalities each have their own sewer operation and maintenance budgets used for both proactive and reactive work. This supplementary phase of collection system rehabilitation represents an asset renewal of aging infrastructure, which in turn will lessen future maintenance cost and reduce reactive work in the system associated with system defects and I/I-related issues.

3.1.6 Non-Monetary Factors

Advantages and disadvantages of this collection system rehabilitation work are presented below.

3.1.6.1 Advantages

The advantages of the collection system rehabilitation work are (1) aging assets would be renewed instead of building new infrastructure; and (2) it is less distributive to the community.

3.1.6.2 Disadvantages

The disadvantage of the collection system rehabilitation work is that it may take several years using a build-and-measure approach to mitigate wet weather flows at SCPS and WPCP.

3.2 Green Infrastructure Alternatives

Green infrastructure uses plants, soil, pervious surfaces, or stormwater harvesting to decrease the volume and rate of runoff to a discharge point. Effective green infrastructure, such as bioretention, requires permeable soils (not generally present throughout the District) and active vegetation to sequester rainfall so that it does not enter the sanitary sewer system. The municipalities currently use a mix of storm sewers and ditches to convey rainwater to receiving waters. While the storm sewers seem to effectively sequester rainfall, increasing the rate of soil infiltration using green infrastructure will likely move flow into the sanitary sewer. This means that green infrastructure designed to increase infiltration is not anticipated to help remove inflow from the sewer. The detached single-family home configuration in throughout the District means that each street already has a significant amount of grass and trees along the road. These capture a significant amount of rainwater. This means that a green infrastructure project will not likely reduce I/I unless a project can be implemented that will move runoff away from the sewer. In addition, green infrastructure practices that collect runoff from structures (e.g., green roofs, rain barrels, cisterns, or stormwater planters) would need to be applied to each single-family home to have an impact on the overall discharge.

From the perspective of sanitary sewer operations, it is preferable to control surface runoff so that it is directed away from the sanitary sewers. Such potential green infrastructure projects would likely take the form of swales, constructed wetlands, or detention ponds and require significant regrading to capture stormwater in a location that is not near sanitary sewers. The municipalities would have to acquire land to do this and changing grading to point towards a detention area will be a considerable expense. In addition, the highest priority basins within the District contains very little available vacant land. Because of these reasons, The Green Infrastructure was determined to be infeasible for the Village and removed from further consideration.

4. Summary and Comparison of Alternatives

Three approaches were considered to mitigate I/I impacts at the SCPS and WPCP: (1) storage; (2) new treatment works; and (3) sewer rehabilitation. At this point in the County's SSO mitigation efforts, continued sewer rehabilitation is the only feasible alternative to reduce wet weather flow received at the SCPS and the WPCP. The construction costs for storage and new treatments works are more than \$60 million and \$100 million, respectively, making these approaches unfeasible compared to the \$21 million estimated construction cost of sewer rehabilitation. In addition to monetary considerations, maintaining the existing infrastructure is simply a more sustainable approach as opposed to building new infrastructure. The County's philosophy is that if the I/I can be removed at its source, it should be removed instead of being conveyed and treated using valuable resources.

5. Recommended Alternative

The recommended alternative is to continue the County's collection system rehabilitation work in a supplementary phase(s) of work. It is further recommended that the sewer rehabilitation project inspect and rehabilitate the entire sewer system in the highest priority sewer basins including all pipe, manholes, and lateral connections. Projects that address I/I with this type of comprehensive sewer basin approach versus individual sewer sections or manholes are more successful in reducing peak flow and provide better long-term results. The work should also be completed by implementing a build-and-measure program. For this program, phases of work will be identified and completed and subsequent studies undertaken to measure I/I reduction. By implementing a build-and-measure program, the success of the work can be monitored as it is being completed and adjustments made to the program to optimize I/I reduction per dollar spent.

This supplementary phase of collection system rehabilitation work will progress in a build-and-measure fashion starting with the highest priority I/I reduction projects, such as rehabilitation of the collection systems in the sewer basins identified in Section 2.4 and Table 2.4. The total project cost estimate for this supplementary phase of collection system rehabilitation work is \$26 million.

5.1 Proposed Schedule

As this is a supplemental phase of sewer rehabilitation, work will continue through the rest of the year 2022. It is anticipated that financing and or grant funding will be approved by April 1, 2023, thus the project scheduled was developed accordingly.

Table 5.1 Proposed Project Schedule

Project Milestone	Date
Continued Collection Investigations	2022-2023
EFC Project Approval	4/1/2023
Continued Collection Investigations	2023
Plans & Specifications for Bidding	10/1/2023
Advertise Bid	12/1/2023
Start Construction	4/1/2024
End Construction	12/31/2025

5.2 Next Steps

5.2.1 Descriptions of Community Engagement

Since 2013, the County has made a significant effort toward community outreach initiatives. The goal of the outreach has been public education on the importance of the SSO mitigation program and the benefit of the capital upgrades in the collection system, at the SCPS, and at the WPCP. Community Engagement has included:

- Development of the “Operation Ripple Effect” initiative to educate the community on the overall program, and benefits of disconnecting stormwater sources from the collection system. <http://rippleeffectocsd.org>
- Radio and television advertisements
- Interviews of key personnel (County Executive, Commissioner, etc.) by local print and radio media
- Rain barrel construction community events
- Educational events in local elementary schools
- Regular Steering Committee meetings with DPW supervisors, highway superintendents, etc. in the communities that operate collection systems tributary to the OCSD interceptor network.

The community engagement program will continue through the construction of the upgrades described in this Engineering Report.

5.2.2 SEQRA Review

A preliminary SEQRA review based on past collection system rehabilitation projects and past SEQRA review by the County confirms the continuations of collection system rehabilitation will have no significant adverse impacts on the environment, and the County will likely identify this as Type II Action with regard to proposed improvements and modifications to collection systems throughout the District.

5.2.3 Procurement Method

These collection system rehabilitation work will be procured by a traditional design-bid-build process. Once the final design is completed, and plans approved by the NYSEFC and NYSDEC, the Contract Documents will be issued for public bidding. The Contractor(s) will be chosen on the basis of the lowest responsible base bid.

5.2.4 Smart Growth Assessment

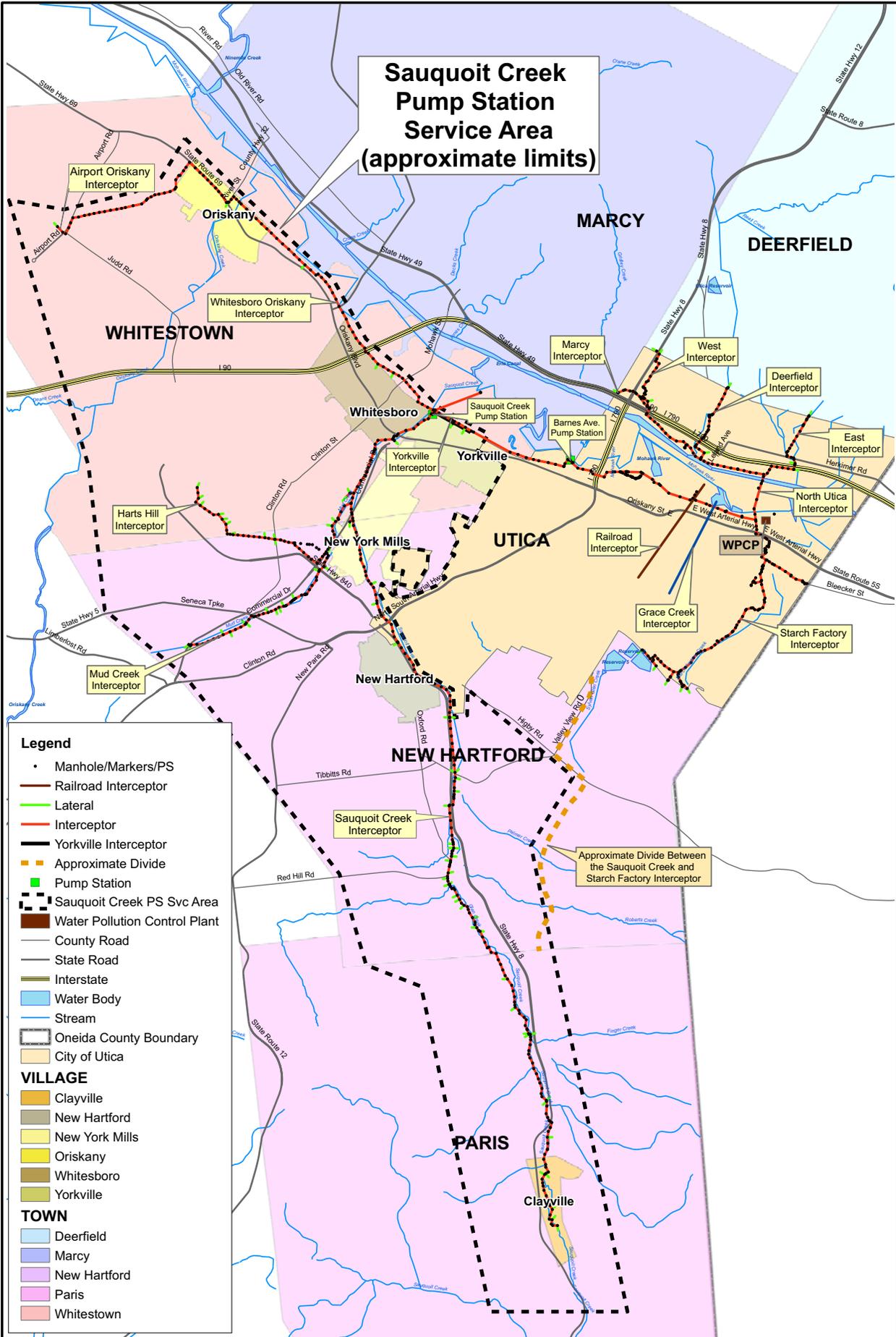
As required by the NYSEFC, the County has prepared the Smart Growth Assessment Form for this project. The completed form can be found in Appendix B.

5.2.5 Engineering Report Certification

As required by the NYSEFC, the County has prepared the Engineering Report Certification for this project. The completed form can be found in Appendix C.

Figures

Sauquoit Creek Pump Station Service Area (approximate limits)



Legend

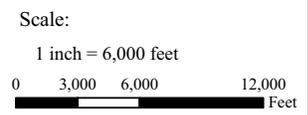
- Manhole/Markers/PS
- Railroad Interceptor
- Lateral
- Interceptor
- Yorkville Interceptor
- Approximate Divide
- Pump Station
- Sauquoit Creek PS Svc Area
- Water Pollution Control Plant
- County Road
- State Road
- Interstate
- Water Body
- Stream
- Oneida County Boundary
- City of Utica

VILLAGE

- Clayville
- New Hartford
- New York Mills
- Oriskany
- Whitesboro
- Yorkville

TOWN

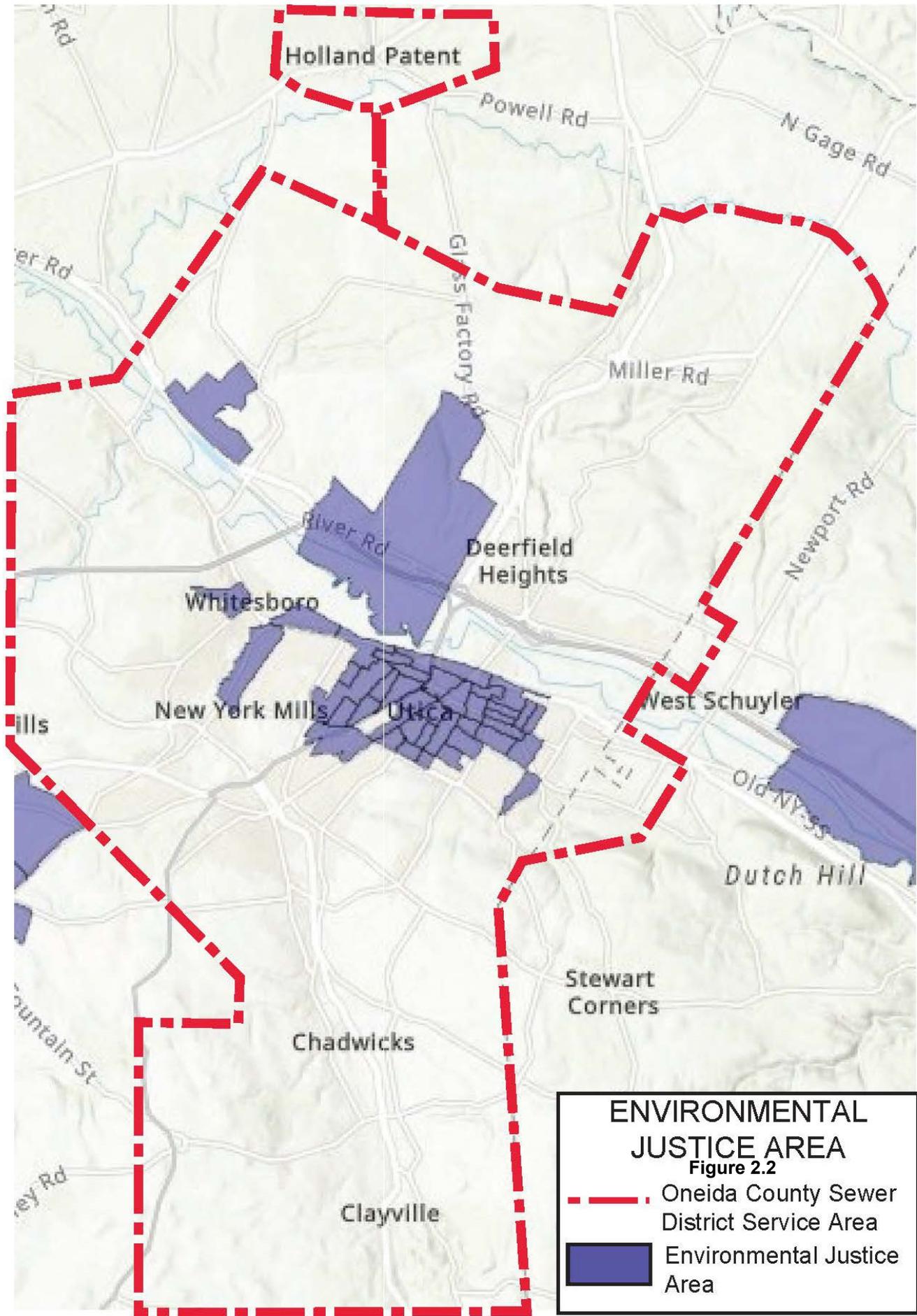
- Deerfield
- Marcy
- New Hartford
- Paris
- Whitestown



ONEIDA COUNTY SEWER DISTRICT
SAUQUOIT CREEK PUMPING STATION
Service Area Map
Figure 2.1

Oneida County New York

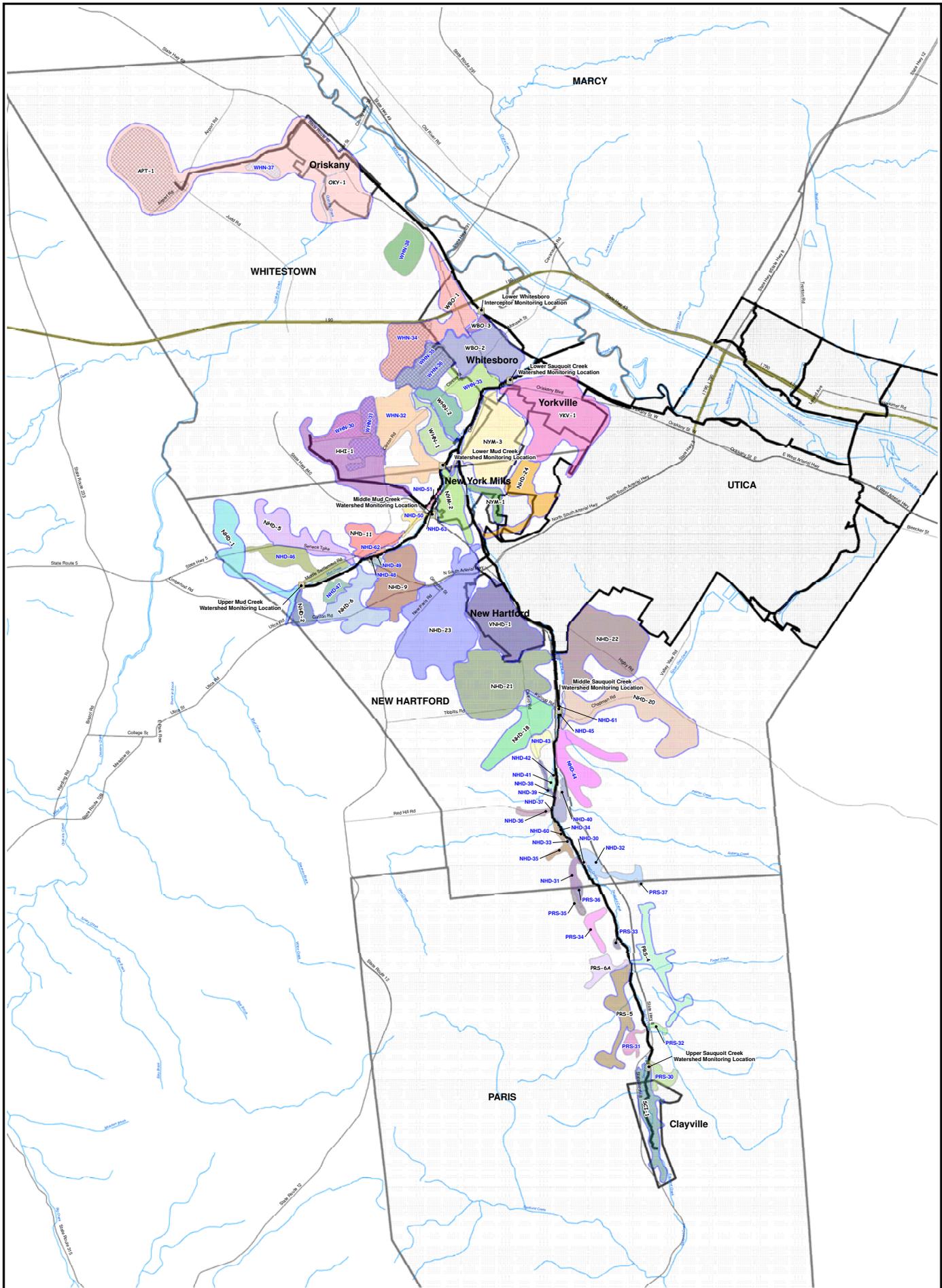
J:\GIS\OneidaCounty\Maps\Figure 1-1 - OCSD Collection System_11x17_Portrait.mxd



ENVIRONMENTAL JUSTICE AREA

Figure 2.2

- . - . - . Oneida County Sewer District Service Area
- Environmental Justice Area



Scale:



**ONEIDA COUNTY SEWER DISTRICT
SAUQUOIT CREEK PUMPING STATION
Municipal Sewer Basins
Figure 2-3**

Appendices

Appendix A

ADS Flow Monitory Data Report

Oneida County Annual Report

RDII Analysis

21 April 2022

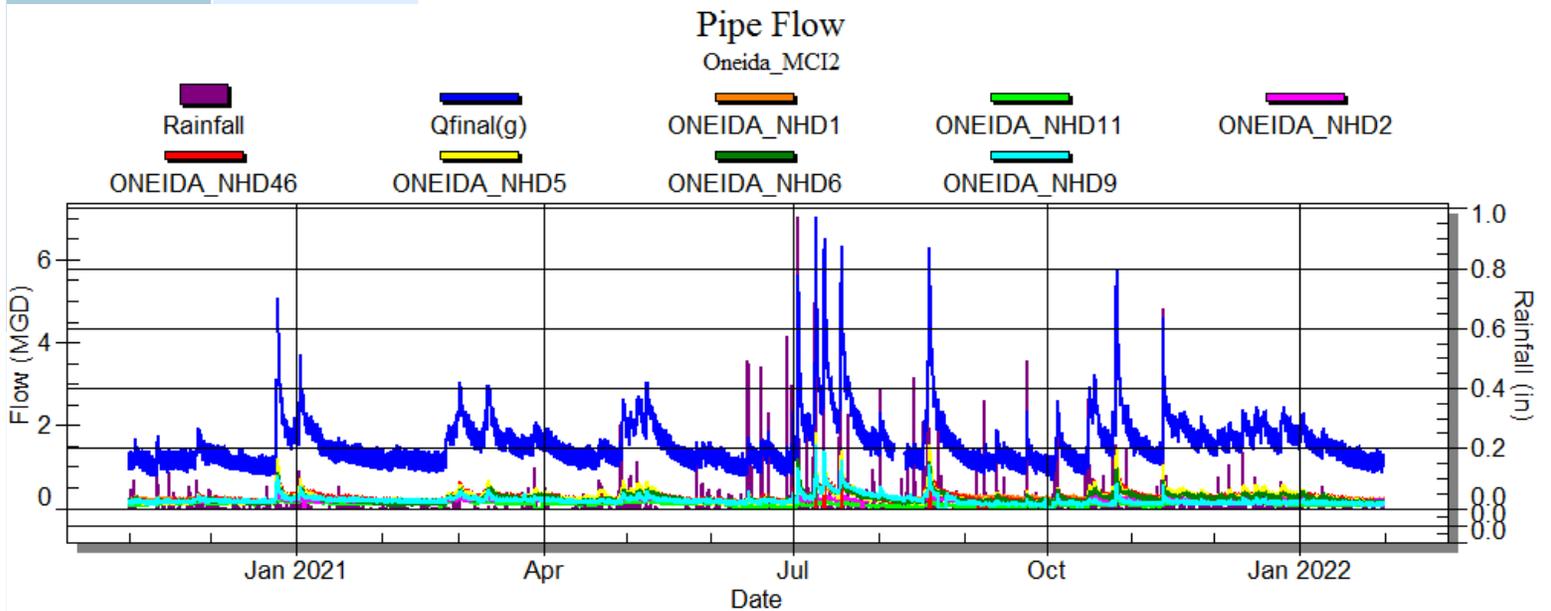


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1. - Overview

The objectives of this report are to review the historical flow data from the County's metering and rain gauge networks for calendar year 2021. The report will look at:

1. Hydrographs from three groups of specified meters of interest for storms of July 8, August 17-21, October 24-26, and November 12.
2. Meters in the Starch Factory Interceptor for the same four storms
3. Seasonal values in Average Dry Day Flow (ADDF) and Base Infiltration (BI)
4. Trends in Gross RDII Volume and Peak Flows
5. Severity of RDII in individual meter basins.

The graphics in this report are intended to provide summary level information.

Figure 1 on the next page is a schematic layout of the metering network as it was during the last year.

FIGURE 1.

Oneida County, NY 2021 (28 Feb 22) Flow Monitoring Study Schematic

ADS ENVIRONMENTAL SERVICES

- Flow Meter
- Rain Gauge
- Treatment Plant / Pump Station

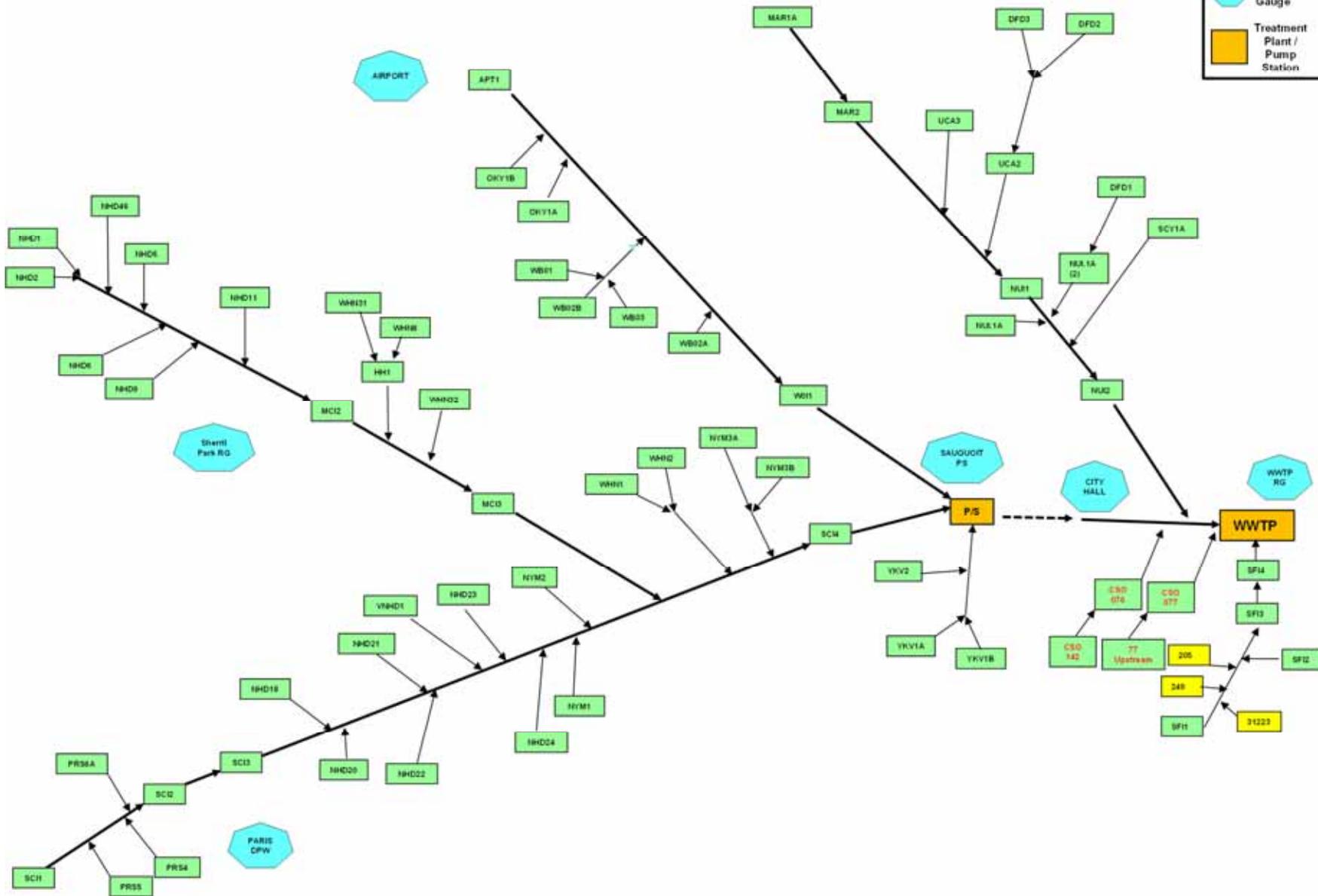


Table 1 lists the sizes of each of the metered sewersheds in Acres and linear feet of sewer. These values are used to ‘normalize’ RDII volumes to provide an apples-to-apples comparison. A series of 9’s indicates the value is unknown. These values have been provided to ADS.

Table 1 Basin sizes in Acres and Linear Feet of sewer.

Basin	Area	Length
ONEIDA_205	99	41,980
ONEIDA_249	99	2,650
ONEIDA_31223	99	33,299
Oneida_APT1	532	26,391
Oneida_DFD1	123	15,574
Oneida_DFD2	344	47,017
Oneida_DFD3	228	34,577
Oneida_HHI1	216	35,910
Oneida_MAR1A	5,082	429,838
Oneida_MAR2	232	40,894
Oneida_MCI2	244	32,223
Oneida_MCI3	90	7,090
Oneida_NHD1	225	30,579
Oneida_NHD11	106	14,198
Oneida_NHD18	344	34,903
Oneida_NHD2	61	5,250
Oneida_NHD20	426	37,856
Oneida_NHD21	394	45,742
Oneida_NHD22	532	57,479
Oneida_NHD23	701	74,255
Oneida_NHD24	330	34,200
Oneida_NHD46	254	17,714
Oneida_NHD5	294	30,229
Oneida_NHD6	237	26,097
Oneida_NHD9	241	31,169
Oneida_NUI1	24	9,011
Oneida_NUI1A	99	9,999
Oneida_NUI2	1,070	122,183
Oneida_NYM1	62	5,808
Oneida_NYM2	162	19,741
Oneida_NYM3A	212	23,789
Oneida_NYM3B	263	27,395
Oneida_OKY1A	105	12,946
Oneida_OKY1B	126	22,096
Oneida_PRS4	193	23,423

Basin	Area	Length
Oneida_PRS5	138	16,953
Oneida_PRS6A	122	13,369
Oneida_SCI1	92	19,791
Oneida_SCI2	172	39,878
Oneida_SCI3	575	75,360
Oneida_SCI4	138	53,220
Oneida_SCY1A	129	19,503
Oneida_SFI1	767	81,909
Oneida_SFI2	142	8,115
Oneida_SFI3	9,999	99,999
Oneida_UCA2	231	33,284
Oneida_UCA3	177	13,964
Oneida_VNHD1	405	46,012
Oneida_WBO1	504	64,665
Oneida_WBO2A	145	26,427
Oneida_WBO2B	176	26,529
Oneida_WBO3	32	1,978
Oneida_WHN1	116	15,156
Oneida_WHN2	117	15,592
Oneida_WHN31	148	16,758
Oneida_WHN32	360	37,125
Oneida_WHN8	53	6,724
Oneida_WOI1	147	54,242
Oneida_YKV1A	292	50,475
Oneida_YKV1B	12	2,325
Oneida_YKV2	173	23,130
Private_348G	9,999	99,999
Utica_5351	9,999	99,999

2. – Hydrographs from Meters of Interest for Four Storms

It has been requested to view hydrographs from the three sets of meters listed in Table 2 for storms of July 8, August 17-21, October 24-26, and November 12.

Table 2 Three sets of meters for viewing hydrographs.

Set 1:	Set 2	Set 3
NHD5	VNHD1	NYM3
NHD18	YKV1A	OKY1A
NHD20	YKV2	WBO1
NHD21		WBO2A
NHD22		
NHD23		
NHD24		

The hydrographs for these three sets of meters are included in following nine figures. The four storms for the three sets of meters are grouped into 3 hydrographs for each group.

Figure 2A Set 1 July 9

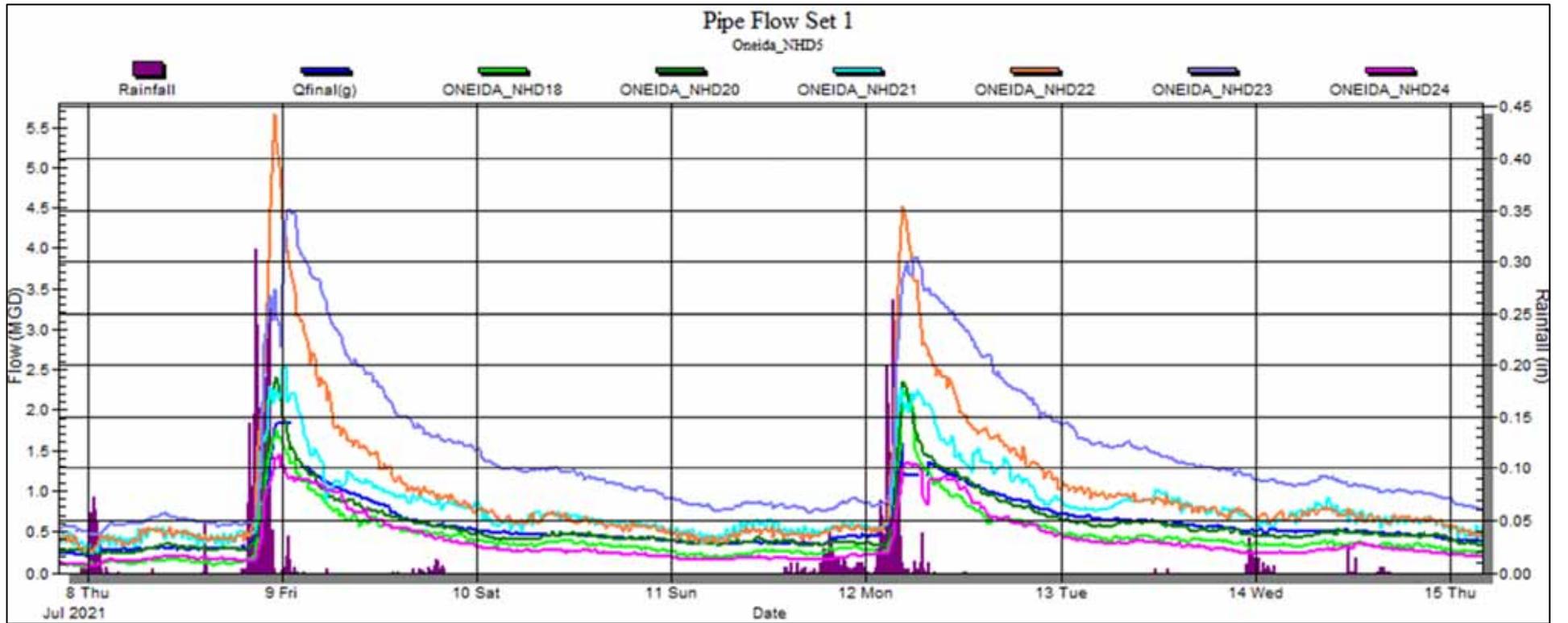


Figure 2B Set 1 August 18

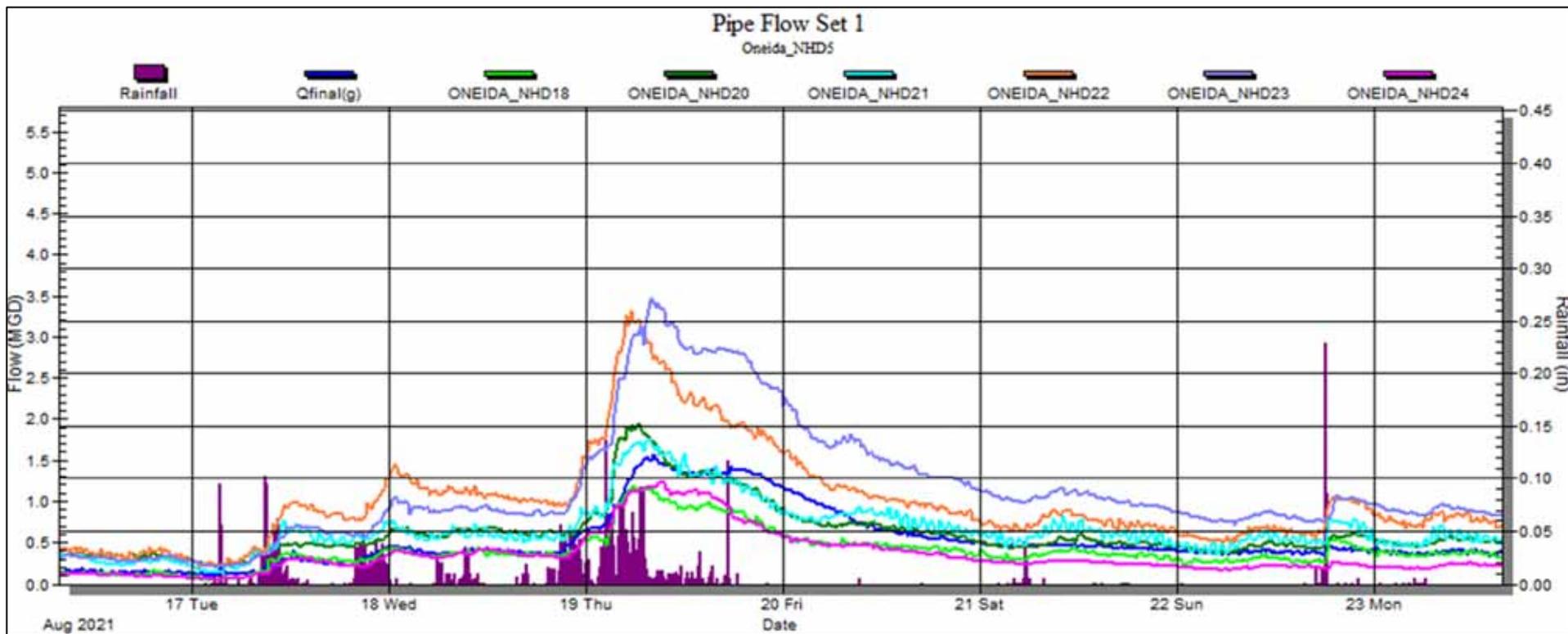


Figure 2C Set 1 October 26 and November 12

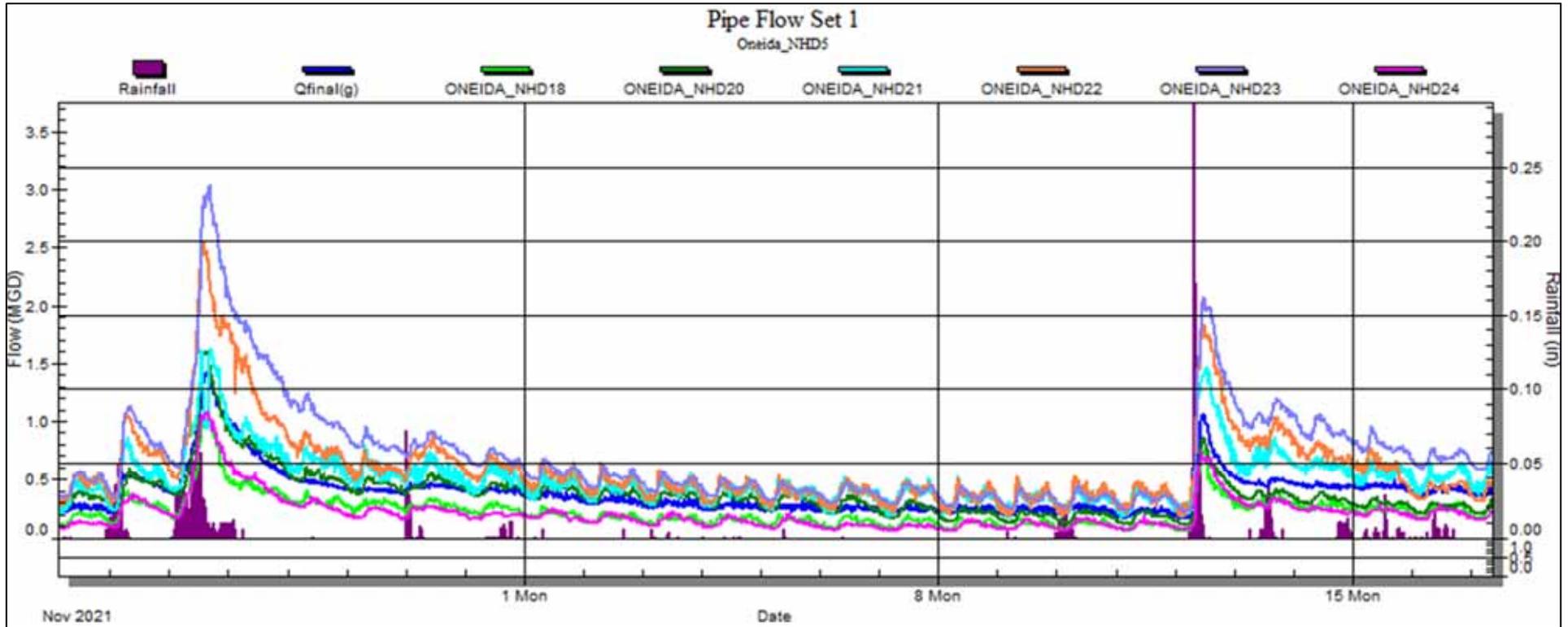


Figure 3A Set 2

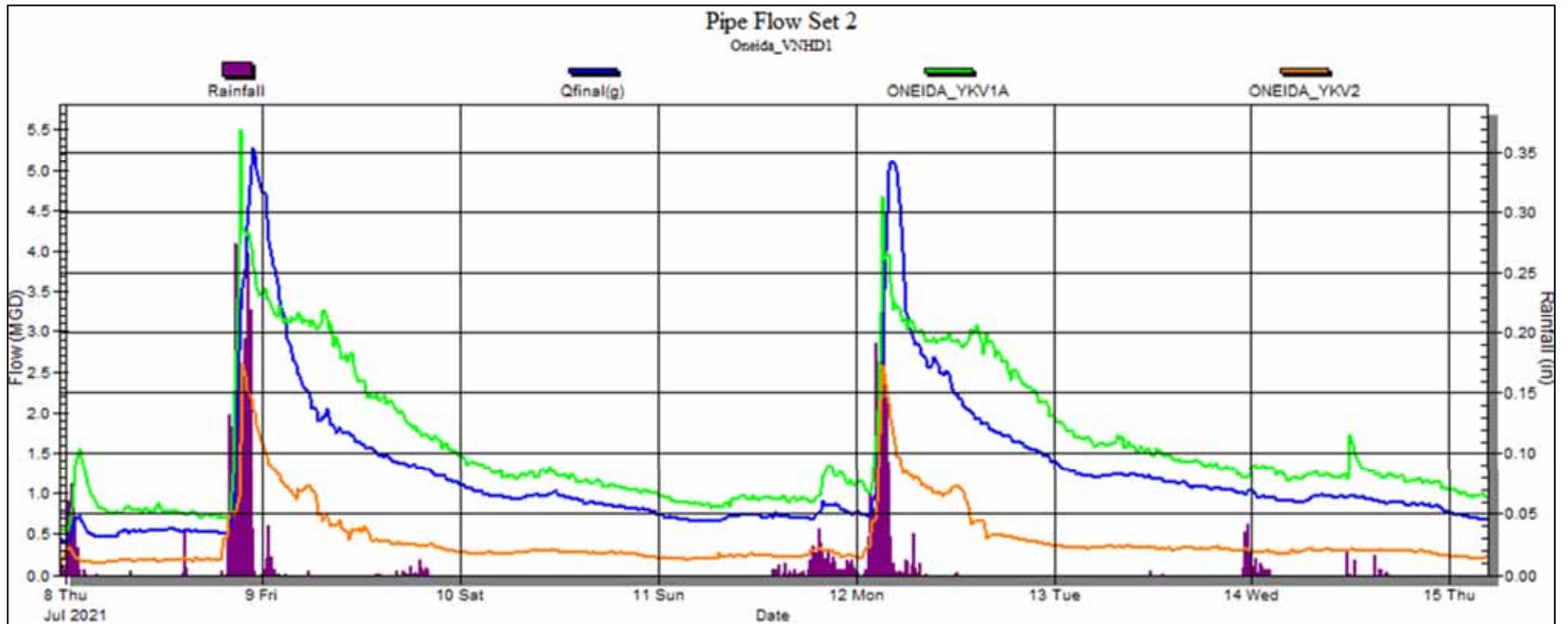


Figure 3B Set 2

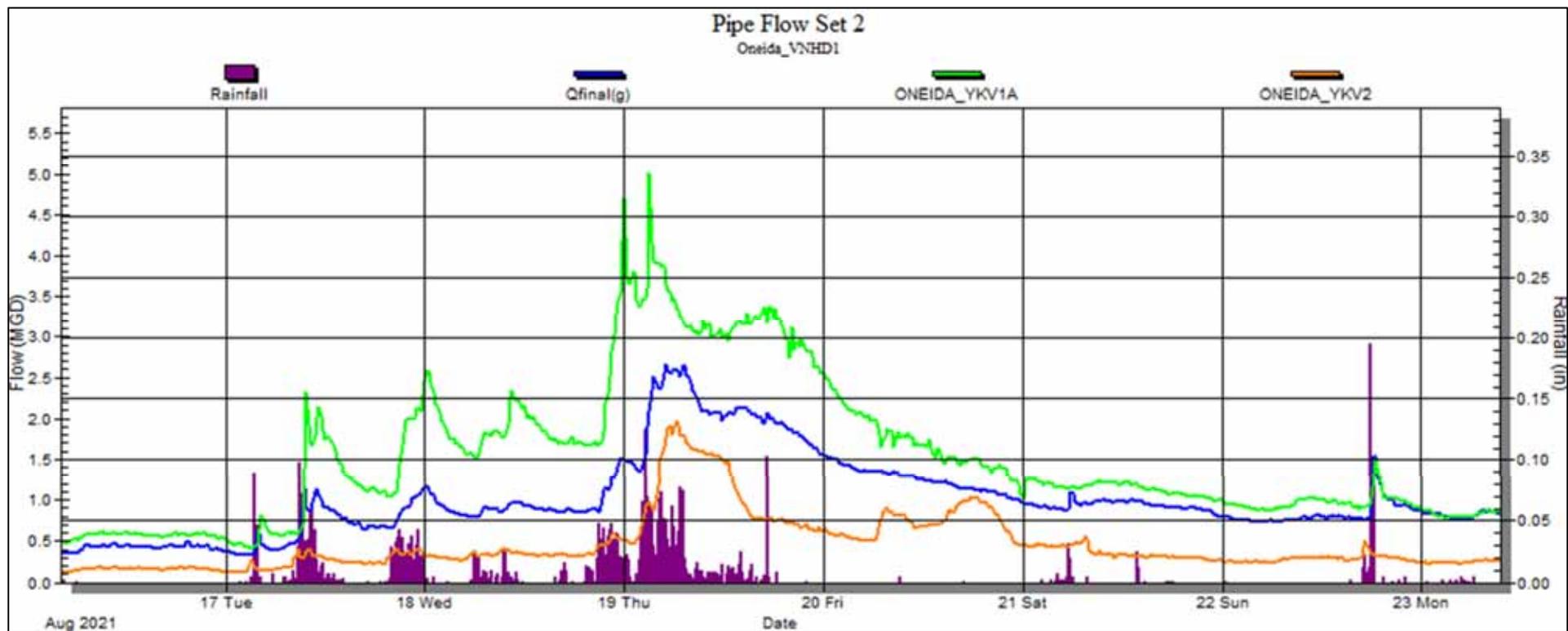


Figure 3C Set 2

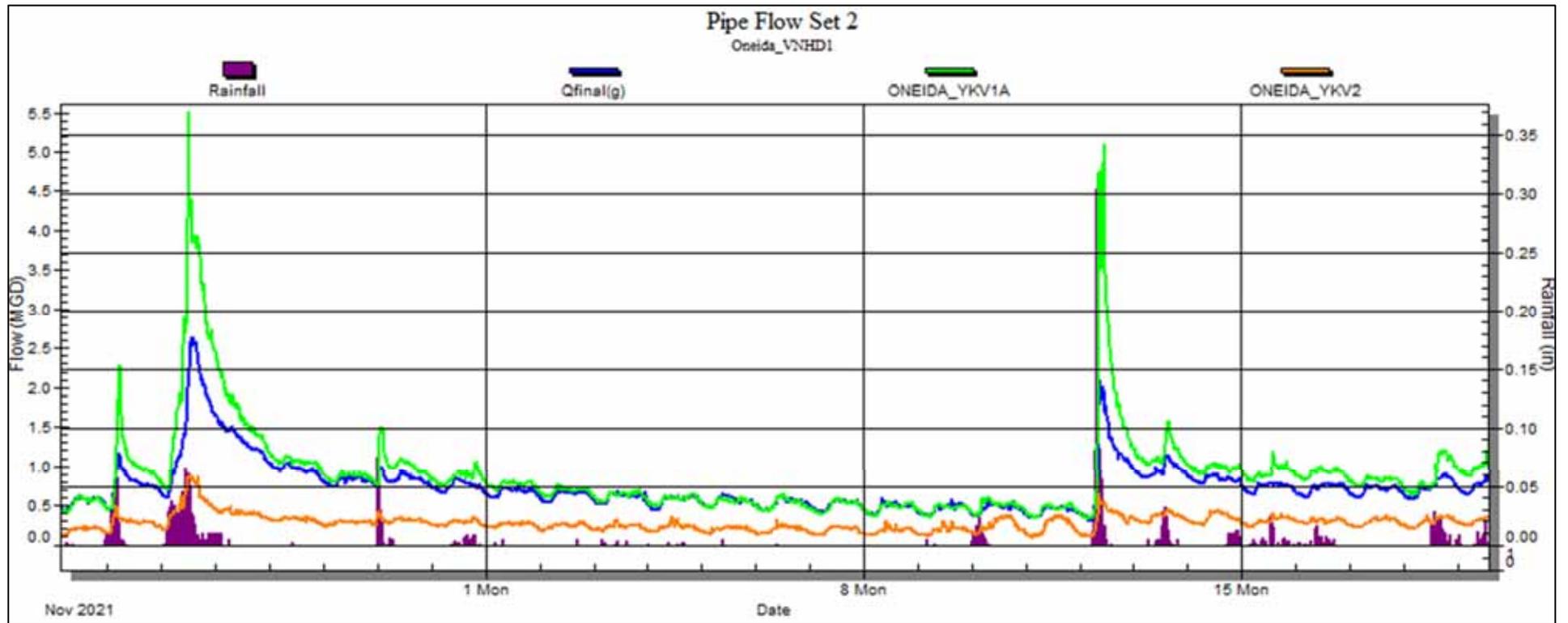


Figure 4A Set 3

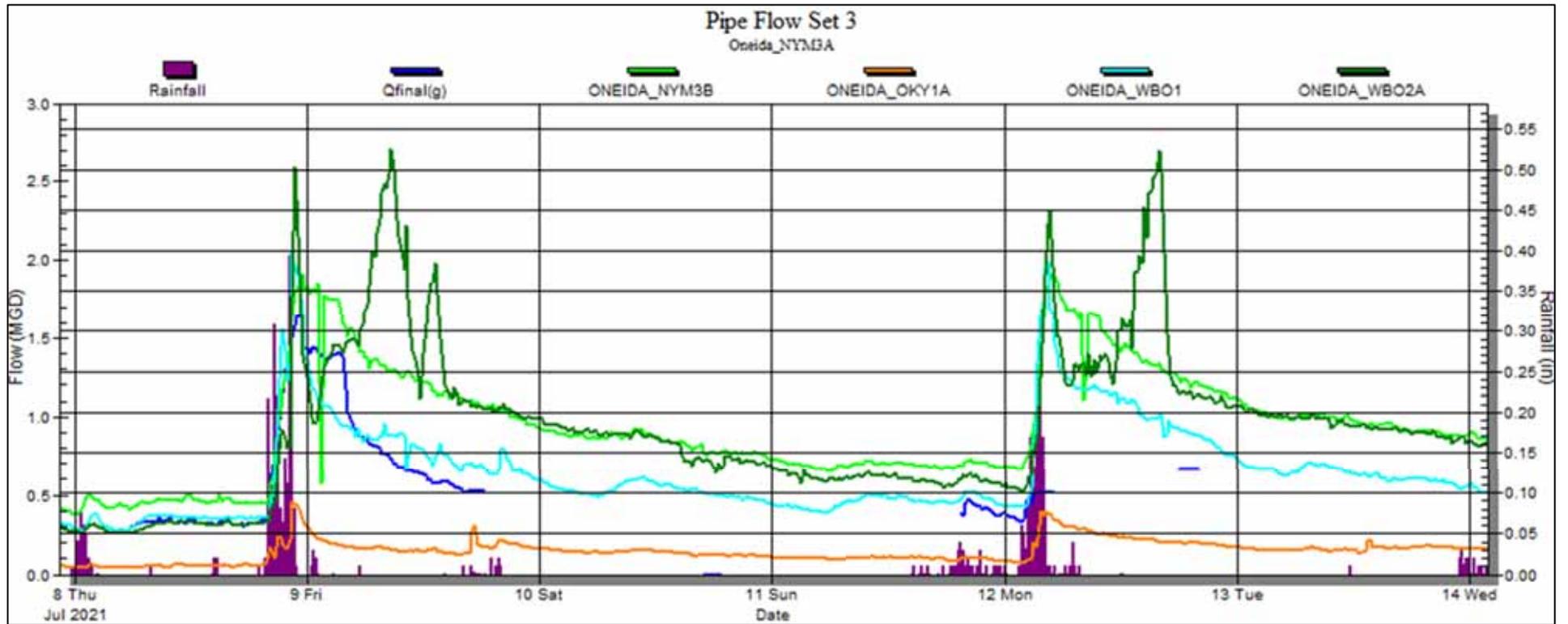


Figure 4B Set 3

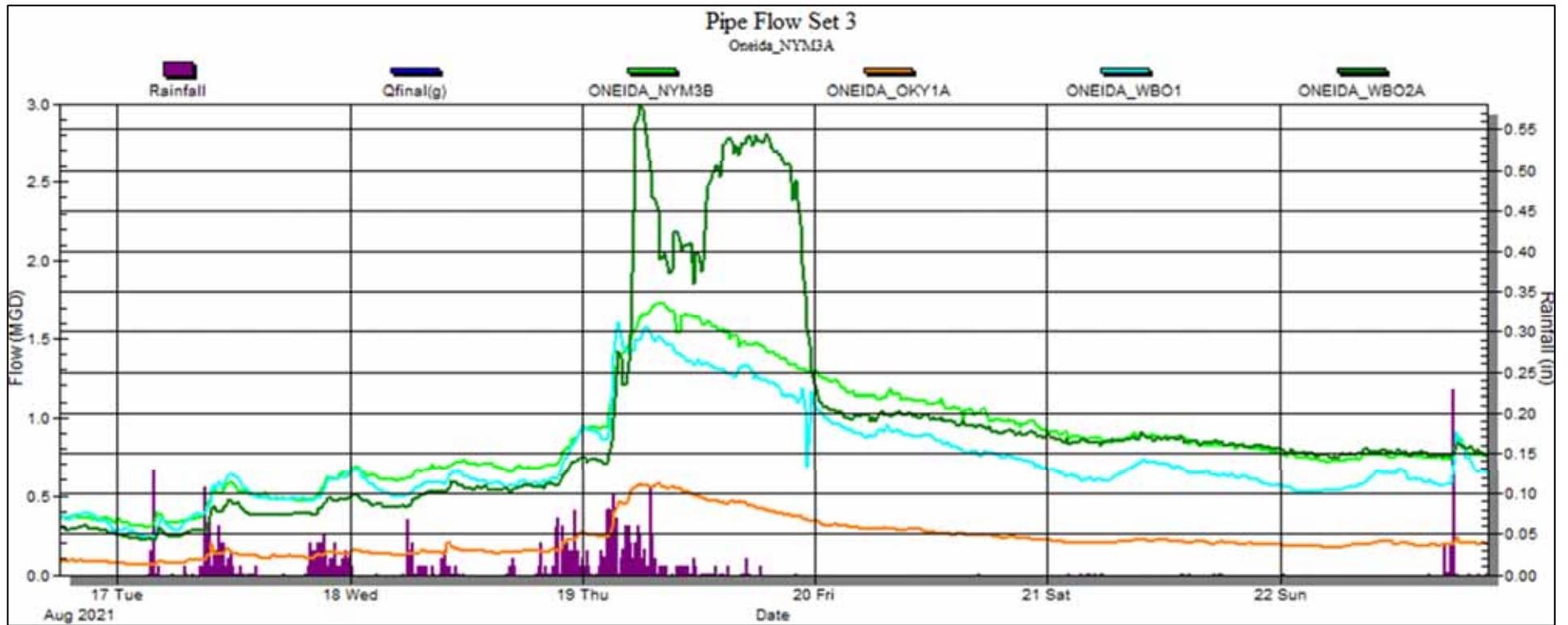
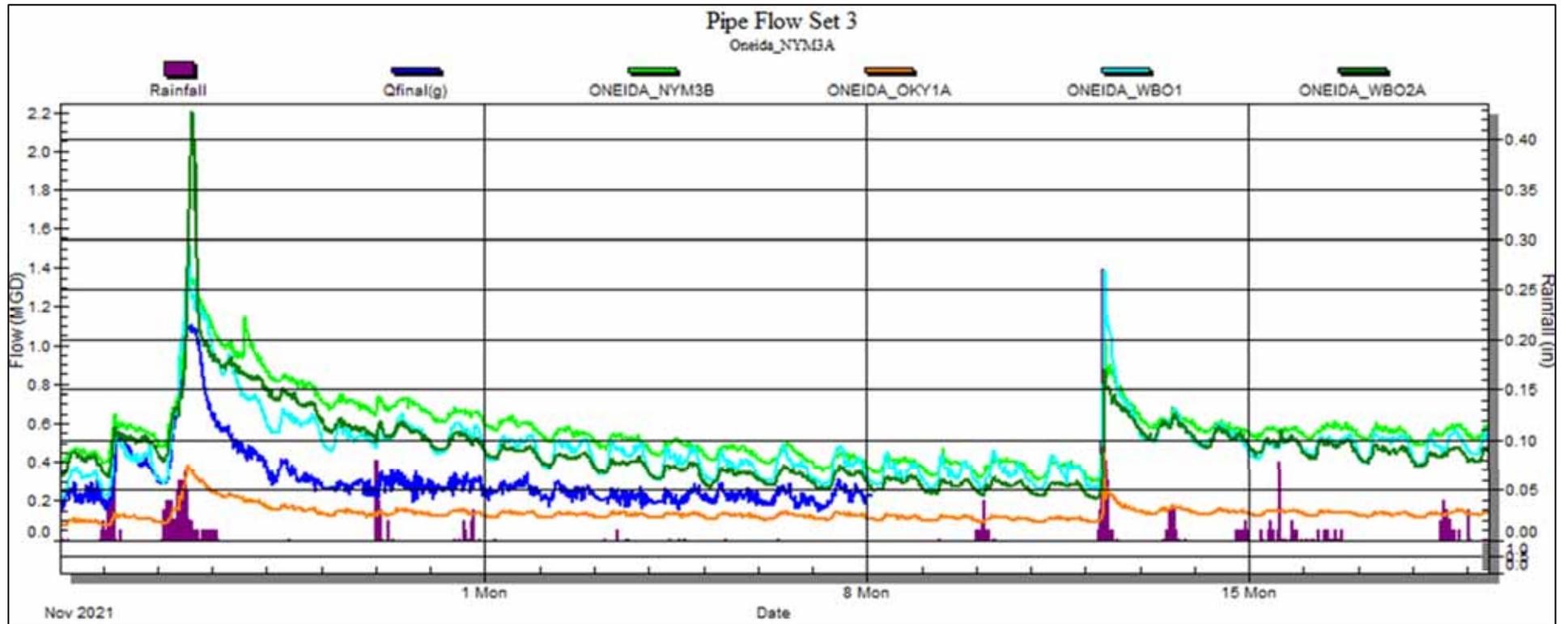


Figure 4C Set 3



2A Starch Factory Interceptor Hydrographs

The following three figures show the hydrographs from the four selected storms.

Figure 5A Starch Factory Interceptor

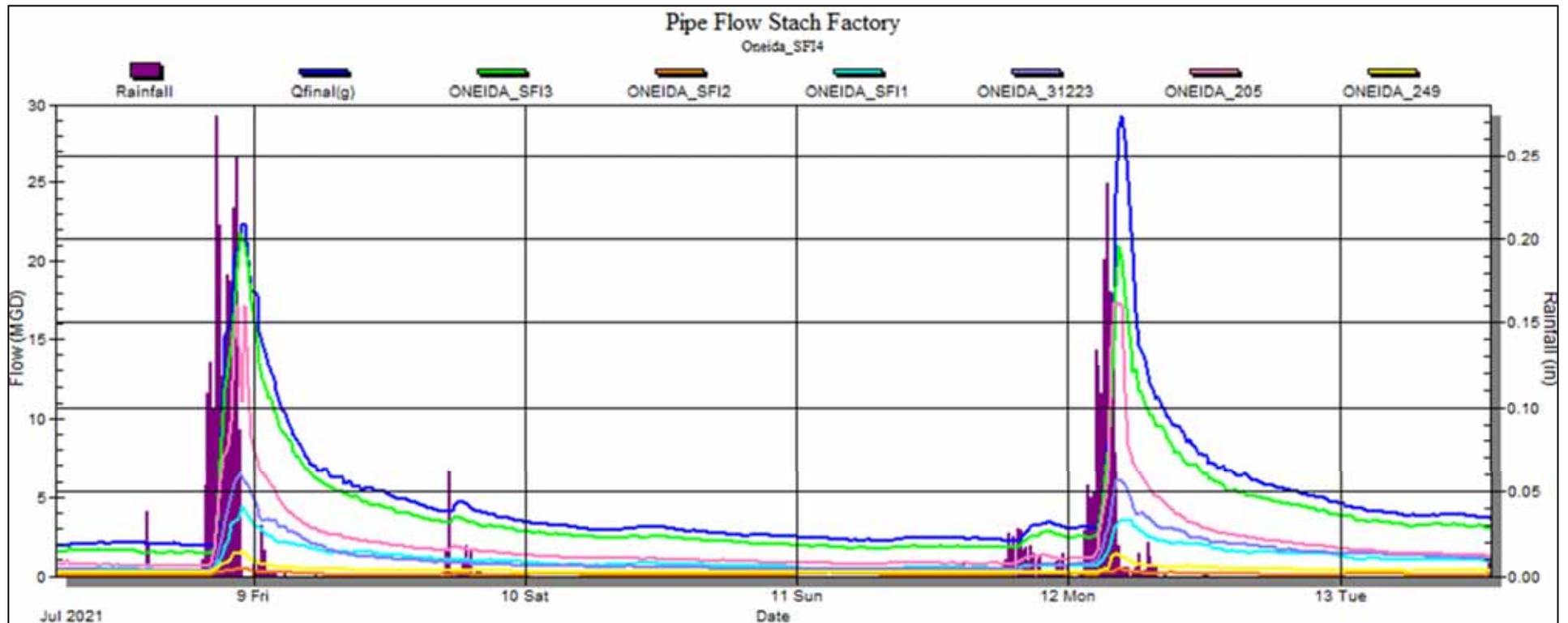


Figure 5B Starch Factory Interceptor

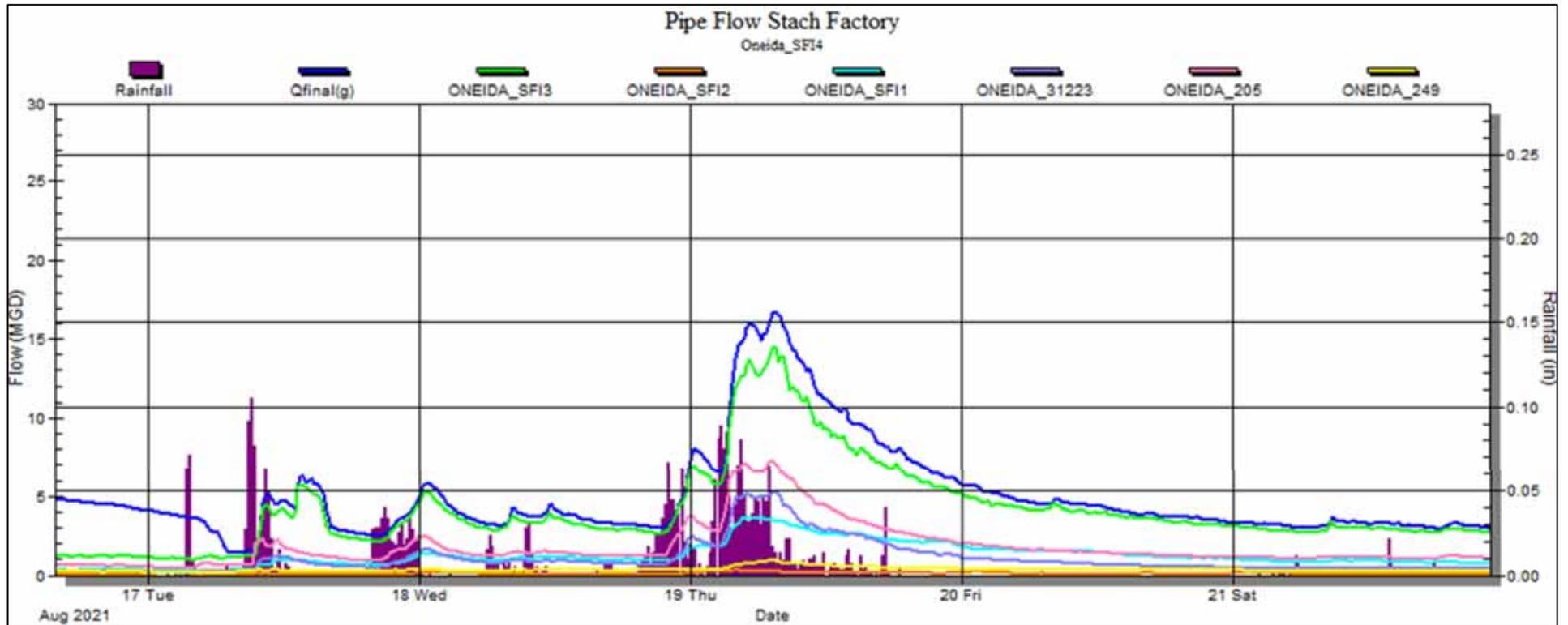
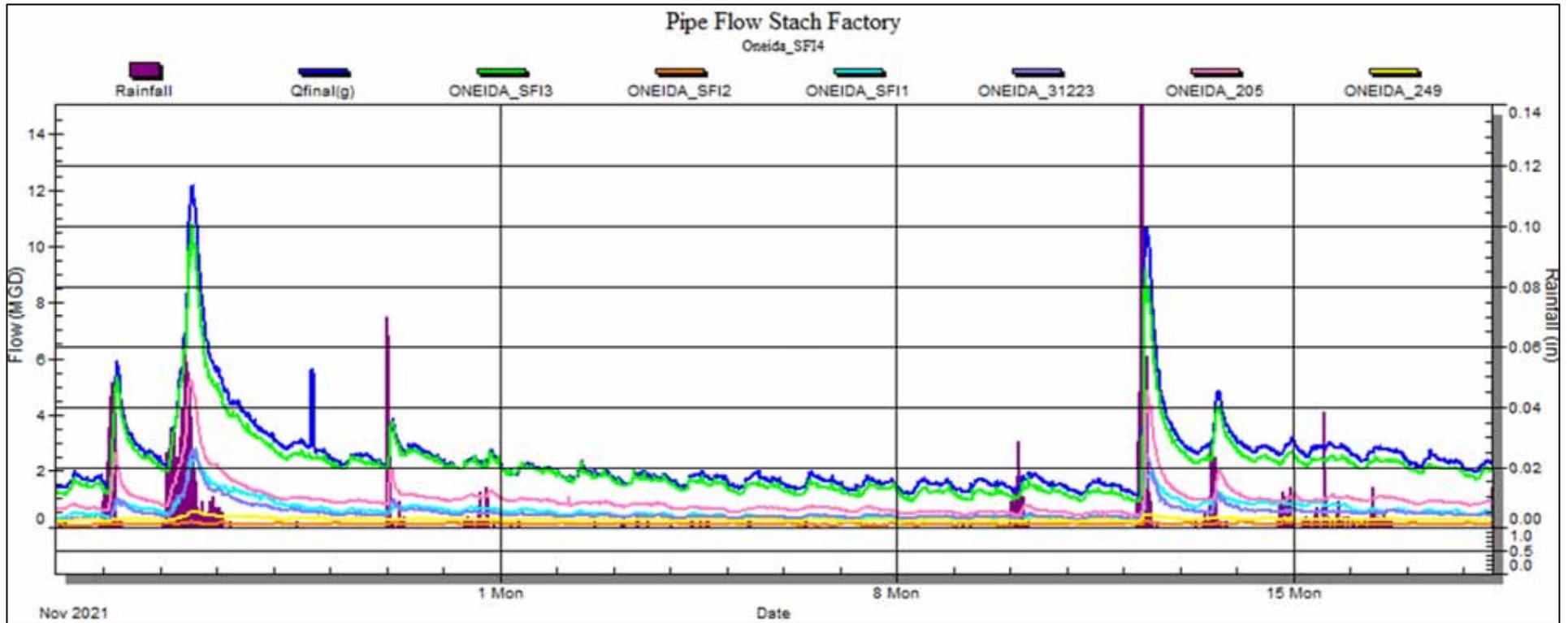


Figure 5C Starch Factory Interceptor



3. - Rainfall

Table 3 lists the rainfall recorded at each gauge from November of 2020.

Table 3 Rainfall totals since November 2020.

Storm	RG_Airport	RG_Cityhall	RG_ParisDPW	RG_SauquoitPS	RG_Sherillpark	RG_WWTP
11/2/2020	0.35	0.41	0.37	0.41	0.28	0.37
11/11/2020	0.9	0.71	0.69	0.79	0.66	0.88
11/22/2020	0.3	0.26	0.57	0.31	0.33	0.33
11/25/2020	0.62	0.69	0.47	0.73	0.63	0.66
12/24/2020	1.5	1.22	1.72	1.5	1.57	1.39
1/2/2021	0.8	0.64	0	0.98	0.58	0.73
3/28/2021	0.47	0.62	0.68	0.54	0.6	0.62
4/20/2021	0.48	0.52	0.69	0.69	0.83	0.52
4/29/2021	1.03	1.04	1.03	0	0.95	1.01
5/2/2021	0.88	0.73	0.63	0	0.56	0.83
5/4/2021	0.75	0.55	0.57	0	0.59	0.64
5/8/2021	0.92	0.82	0.89	0	0.86	0.8
5/26/2021	0.38	0.62	0.29	0	0.42	0.52
5/28/2021	0.63	0.45	0.6	0	0.54	0.53
6/2/2021	0.61	0.24	0.89	0.3	0.31	0.25
6/14/2021	1.14	1.27	0.88	1.61	1.83	1.64
6/19/2021	0	1.07	0.59	1.35	0.92	0.8
7/1/2021	0.42	0.49	1.49	0.61	3.02	0.88
7/8/2021	1.61	2.64	1.45	2.36	2.55	3
7/11/2021	1.24	1.9	1.58	1.79	2.01	2.22
7/17/2021	1.88	2.55	1.53	2.25	1.99	2.68
7/29/2021	0.6	0.54	0.28	0.73	0.32	0.83
8/1/2021	1.02	0.72	0.98	0.59	1.03	0.66
8/13/2021	0.31	1.28	0.47	1.64	1.08	1.8
8/17/2021	4.64	2.85	3.45	3.39	4.15	3.22
9/8/2021	0.63	0.6	0.63	0.53	0.53	0.61
9/12/2021	1.06	0.81	1.01	0.79	0.99	0.82
9/15/2021	0.44	0.44	0.59	0.33	0.36	0.41
9/23/2021	1.52	0.47	0.78	0.78	0.96	0.64
10/3/2021	2.03	1.3	1.35	1.74	1.62	1.83
10/15/2021	2.34	1.69	2.28	2	2.09	1.67
10/24/2021	2.24	1.7	2.25	2.12	2.21	1.85

Storm	RG_Airport	RG_Cityhall	RG_ParisDPW	RG_SauquoitPS	RG_Sherillpark	RG_WWTP
11/12/2021	1.69	1.6	1.74	1.74	1.93	1.61
12/2/2021	0.53	0.37	0.47	0.59	0.38	0.39
12/6/2021	0.54	0.44	0.52	0.51	0.4	0.42
12/11/2021	0.5	0.52	0.47	0.54	0.48	0.56
12/15/2021	0.74	0.49	0.57	0.69	0.57	0.53
12/25/2021	0.62	0.53	0.64	0.46	0.6	0.63

Table 4 on the following page lists the maximum return frequency and corresponding duration for all storm from November 2020.

Table 4 Maximum Return Frequency for storms since November 2020.

Storm	RG_Airport	RG_Cityhall	RG_ParisDPW	RG_SauquoitPS	RG_Sherillpark	RG_WWTP
11/2/2020	0.8-mo;3-hr;0.3-in	0.9-mo;3-hr;0.3-in	0.9-mo;1-hr;0.2-in	1.0-mo;3-hr;0.4-in	0.6-mo;6-hr;0.3-in	0.8-mo;3-hr;0.3-in
11/11/2020	1.8-mo;6-hr;0.8-in	1.4-mo;6-hr;0.6-in	1.5-mo;6-hr;0.6-in	1.6-mo;6-hr;0.7-in	1.3-mo;6-hr;0.6-in	1.9-mo;1-hr;0.4-in
11/22/2020	0.6-mo;6-hr;0.2-in	0.5-mo;6-hr;0.2-in	1.0-mo;6-hr;0.4-in	0.6-mo;6-hr;0.3-in	0.6-mo;6-hr;0.2-in	0.6-mo;12-hr;0.3-in
11/25/2020	0.9-mo;12-hr;0.5-in	1.0-mo;24-hr;0.6-in	0.7-mo;12-hr;0.4-in	1.1-mo;24-hr;0.7-in	0.9-mo;24-hr;0.6-in	1.0-mo;24-hr;0.6-in
12/24/2020	3.2-mo;24-hr;1.5-in	1.9-mo;24-hr;1.2-in	4.6-mo;24-hr;1.7-in	3.0-mo;24-hr;1.5-in	3.4-mo;24-hr;1.5-in	2.5-mo;24-hr;1.3-in
1/2/2021	1.6-mo;6-hr;0.7-in	1.2-mo;6-hr;0.5-in	0.0-mo;15-min;0.0-in	1.7-mo;12-hr;0.9-in	1.0-mo;12-hr;0.6-in	1.4-mo;6-hr;0.6-in
3/28/2021	1.0-mo;2-hr;0.3-in	1.0-mo;1-hr;0.2-in	1.1-mo;2-hr;0.4-in	0.5-mo;2-hr;0.2-in	1.0-mo;15-min;0.2-in	1.2-mo;1-hr;0.3-in
4/20/2021	0.8-mo;12-hr;0.4-in	0.7-mo;12-hr;0.4-in	1.0-mo;48-hr;0.7-in	1.4-mo;6-hr;0.6-in	1.2-mo;48-hr;0.8-in	0.8-mo;12-hr;0.4-in
4/29/2021	1.6-mo;24-hr;1.0-in	1.6-mo;24-hr;1.0-in	1.5-mo;6-hr;0.7-in	0.0-mo;15-min;0.0-in	1.5-mo;24-hr;0.9-in	1.6-mo;24-hr;1.0-in
5/2/2021	1.2-mo;6-hr;0.5-in	1.2-mo;6-hr;0.5-in	0.9-mo;6-hr;0.4-in	0.0-mo;15-min;0.0-in	0.9-mo;6-hr;0.4-in	1.3-mo;6-hr;0.6-in
5/4/2021	1.4-mo;6-hr;0.6-in	1.0-mo;1-hr;0.2-in	0.8-mo;24-hr;0.5-in	0.0-mo;15-min;0.0-in	1.9-mo;6-hr;0.4-in	1.1-mo;6-hr;0.5-in
5/8/2021	1.2-mo;48-hr;0.9-in	1.1-mo;12-hr;0.6-in	1.2-mo;12-hr;0.7-in	0.0-mo;15-min;0.0-in	1.2-mo;48-hr;0.8-in	1.0-mo;48-hr;0.7-in
5/26/2021	0.9-mo;15-min;0.1-in	1.5-mo;15-min;0.2-in	1.0-mo;1-hr;0.2-in	0.0-mo;15-min;0.0-in	1.0-mo;1-hr;0.2-in	1.5-mo;1-hr;0.3-in
5/28/2021	1.1-mo;12-hr;0.6-in	0.8-mo;12-hr;0.4-in	1.0-mo;12-hr;0.5-in	0.0-mo;15-min;0.0-in	1.0-mo;12-hr;0.5-in	0.9-mo;12-hr;0.5-in
6/2/2021	1.6-mo;15-min;0.3-in	0.3-mo;48-hr;0.2-in	1.9-mo;15-min;0.3-in	0.5-mo;24-hr;0.3-in	0.5-mo;30-min;0.1-in	0.3-mo;48-hr;0.2-in
6/14/2021	1.3-yr;1-hr;0.9-in	2.1-mo;1-hr;0.4-in	1.6-mo;15-min;0.2-in	2.4-yr;1-hr;1.1-in	2.7-yr;15-min;0.7-in	3.3-mo;30-min;0.4-in
6/19/2021	0.0-mo;15-min;0.0-in	8.2-mo;1-hr;0.7-in	1.9-mo;15-min;0.3-in	3.3-yr;30-min;1.0-in	6.9-mo;30-min;0.6-in	3.3-mo;1-hr;0.5-in
7/2/2021	0.7-mo;12-hr;0.4-in	0.9-mo;12-hr;0.5-in	3.0-mo;30-min;0.4-in	1.7-mo;15-min;0.3-in	11.3-yr;1-hr;1.6-in	2.4-mo;1-hr;0.5-in
7/8/2021	6.7-mo;3-hr;1.1-in	12.7-yr;3-hr;2.5-in	1.0-yr;3-hr;1.3-in	6.5-yr;3-hr;2.2-in	10.6-yr;3-hr;2.4-in	14.5-yr;3-hr;2.5-in
7/11/2021	2.8-mo;3-hr;0.8-in	2.0-yr;2-hr;1.4-in	6.5-mo;2-hr;0.9-in	1.1-yr;3-hr;1.4-in	1.9-yr;2-hr;1.4-in	3.4-yr;2-hr;1.6-in
7/17/2021	5.1-mo;24-hr;1.7-in	1.4-yr;1-hr;0.9-in	2.7-mo;48-hr;1.5-in	1.9-yr;1-hr;1.0-in	5.7-mo;24-hr;1.8-in	1.2-yr;24-hr;2.5-in
7/29/2021	1.1-mo;6-hr;0.5-in	1.0-mo;1-hr;0.2-in	0.6-mo;6-hr;0.3-in	1.3-mo;6-hr;0.6-in	0.6-mo;6-hr;0.2-in	2.8-mo;15-min;0.4-in
8/1/2021	4.9-mo;15-min;0.4-in	1.8-mo;3-hr;0.7-in	1.8-mo;30-min;0.3-in	1.5-mo;2-hr;0.5-in	4.6-mo;1-hr;0.6-in	1.7-mo;3-hr;0.6-in
8/13/2021	1.2-mo;30-min;0.2-in	11.1-mo;1-hr;0.8-in	1.2-mo;15-min;0.2-in	7.0-yr;1-hr;1.5-in	2.3-yr;15-min;0.7-in	1.3-yr;6-hr;1.6-in
8/17/2021	4.8-yr;48-hr;4.0-in	8.8-mo;48-hr;2.5-in	1.2-yr;48-hr;2.8-in	1.6-yr;48-hr;3.0-in	2.5-yr;72-hr;4.0-in	1.3-yr;48-hr;2.9-in
9/8/2021	3.8-mo;1-hr;0.5-in	2.6-mo;1-hr;0.5-in	1.9-mo;1-hr;0.4-in	1.8-mo;1-hr;0.4-in	1.8-mo;1-hr;0.4-in	2.5-mo;1-hr;0.5-in
9/12/2021	3.7-mo;1-hr;0.5-in	1.6-mo;6-hr;0.7-in	1.9-mo;6-hr;0.8-in	1.7-mo;1-hr;0.4-in	2.5-mo;1-hr;0.5-in	1.6-mo;6-hr;0.7-in
9/15/2021	0.8-mo;12-hr;0.4-in	1.0-mo;15-min;0.1-in	1.4-mo;15-min;0.2-in	0.8-mo;2-hr;0.2-in	0.8-mo;2-hr;0.2-in	0.9-mo;6-hr;0.4-in
9/23/2021	3.4-yr;1-hr;1.2-in	1.0-mo;6-hr;0.4-in	2.0-mo;1-hr;0.4-in	3.8-mo;1-hr;0.5-in	7.5-mo;1-hr;0.7-in	1.4-mo;6-hr;0.6-in
10/3/2021	5.0-mo;48-hr;2.0-in	1.8-mo;48-hr;1.3-in	1.9-mo;48-hr;1.3-in	3.5-mo;48-hr;1.7-in	3.1-mo;48-hr;1.6-in	3.8-mo;48-hr;1.8-in
10/15/2021	4.8-mo;48-hr;2.0-in	2.0-mo;72-hr;1.7-in	4.4-mo;72-hr;2.3-in	3.2-mo;72-hr;2.0-in	3.5-mo;72-hr;2.1-in	2.0-mo;72-hr;1.6-in
10/24/2021	5.9-mo;48-hr;2.1-in	3.4-mo;48-hr;1.7-in	5.9-mo;48-hr;2.1-in	5.4-mo;48-hr;2.1-in	5.7-mo;48-hr;2.1-in	3.9-mo;48-hr;1.8-in
11/12/2021	5.1-mo;6-hr;1.2-in	4.8-mo;6-hr;1.2-in	5.8-mo;6-hr;1.3-in	6.9-mo;6-hr;1.3-in	1.0-yr;6-hr;1.5-in	4.8-mo;6-hr;1.2-in
12/2/2021	0.8-mo;24-hr;0.5-in	0.6-mo;24-hr;0.4-in	0.7-mo;24-hr;0.5-in	0.9-mo;24-hr;0.6-in	0.6-mo;24-hr;0.4-in	0.6-mo;24-hr;0.4-in
12/6/2021	1.2-mo;6-hr;0.5-in	0.8-mo;6-hr;0.3-in	1.1-mo;6-hr;0.5-in	0.9-mo;6-hr;0.4-in	0.9-mo;6-hr;0.4-in	0.7-mo;6-hr;0.3-in
12/11/2021	0.9-mo;6-hr;0.4-in	0.9-mo;2-hr;0.3-in	0.8-mo;2-hr;0.3-in	1.0-mo;1-hr;0.2-in	0.9-mo;2-hr;0.3-in	0.9-mo;2-hr;0.3-in
12/15/2021	1.3-mo;12-hr;0.7-in	0.9-mo;12-hr;0.5-in	1.0-mo;12-hr;0.5-in	1.2-mo;12-hr;0.7-in	0.9-mo;12-hr;0.5-in	0.9-mo;12-hr;0.5-in
12/25/2021	1.6-mo;15-min;0.3-in	1.5-mo;15-min;0.2-in	1.0-mo;24-hr;0.6-in	0.8-mo;1-hr;0.2-in	1.1-mo;12-hr;0.6-in	1.3-mo;1-hr;0.3-in

4. - ADDF and Base Infiltration System Wide

Figure 6 shows the Average Dry Day Flow (NetAvg), Wastewater Production (NetWW) and Base Infiltration (NetBI) values for the summer of 2021. These values are normalized by the length of sewer in each basin and the values are in GPD/LF. The wastewater production value of 5 GPD/LF is the upper limit of wastewater production that we would expect from single family residential areas. Low density housing can as low at 1 GPD/LF. High density housing such as multi-story apartments and commercial areas can be up to 10 GPD/LF. Many of these sites exhibit base infiltration values higher than the wastewater. The very high value for Oneida_249 appears to be due to private sewer that are not included in the basin size tally. High values for SF14 are due to the 'very tight' subtraction from the upstream meter.

Figure 6 Base Infiltration for Summer 2021.

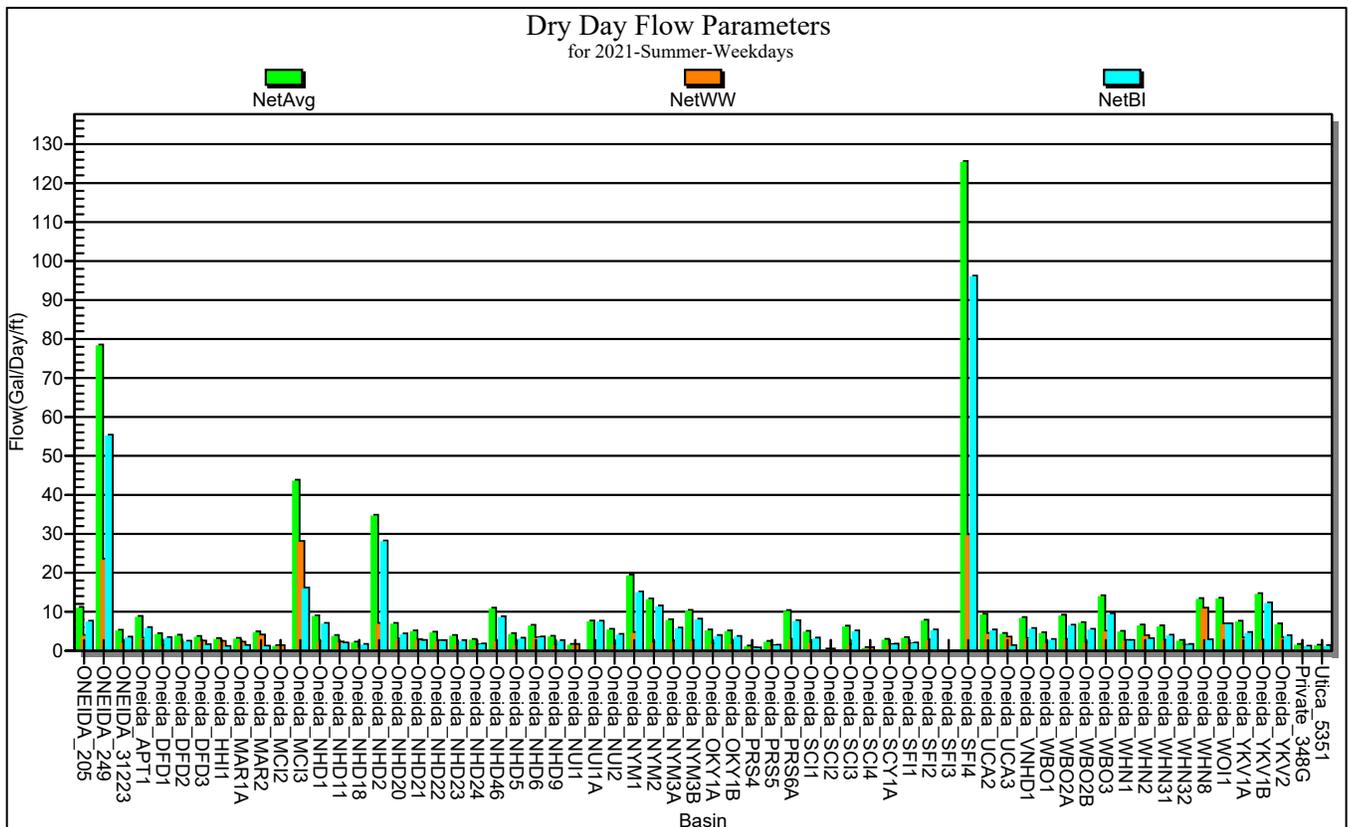


Table 5 Ranked List of sewersheds from Figure 6 with Net Base Infiltration Values greater than 5 GPD/LF

Meter	Net Base Infiltration in GPD/LF		
	NetAvg	NetWW	NetBI
Oneida_SF14	125.172	29.381	95.791
ONEIDA_249	78.074	23.124	54.95
Oneida_NHD2	34.44	6.641	27.799
Oneida_MCI3	43.38	27.667	15.713
Oneida_NYM1	19.044	4.31	14.734
Oneida_YKV1B	14.277	2.364	11.913
Oneida_NYM2	12.949	1.82	11.129
Oneida_WBO3	13.747	4.648	9.099
Oneida_NHD46	10.566	2.204	8.362
Oneida_NYM3B	9.99	2.256	7.734
Oneida_PRS6A	9.938	2.584	7.353
Oneida_NUI1A	7.288	0.06	7.228
ONEIDA_205	10.777	3.557	7.22
Oneida_NHD1	8.616	1.955	6.66
Oneida_WO11	13.09	6.531	6.558
Oneida_WBO2A	8.771	2.583	6.188
Oneida_APT1	8.441	2.853	5.588
Oneida_NYM3A	7.581	2.103	5.478
Oneida_VNHD1	8.137	2.796	5.342
Oneida_WBO2B	6.86	1.705	5.155
Oneida_SF12	7.473	2.48	4.994

Figure 8 plots the Net RDII generated per linear foot of sewer per inch of rainfall (Gallons/LF/Inch). Although there is not a formal threshold for the definition of 'severe' RDII, a rule of thumb is that the threshold is 15 – 20 gal/LF/inch. Often the lower threshold is applied in the summertime and the upper limit is applied in the wintertime.

Figure 8 Net RDII expressed in Gallons/LF of sewer/Inch of rainfall. A general rule of thumb is that values greater than 15 are severe.

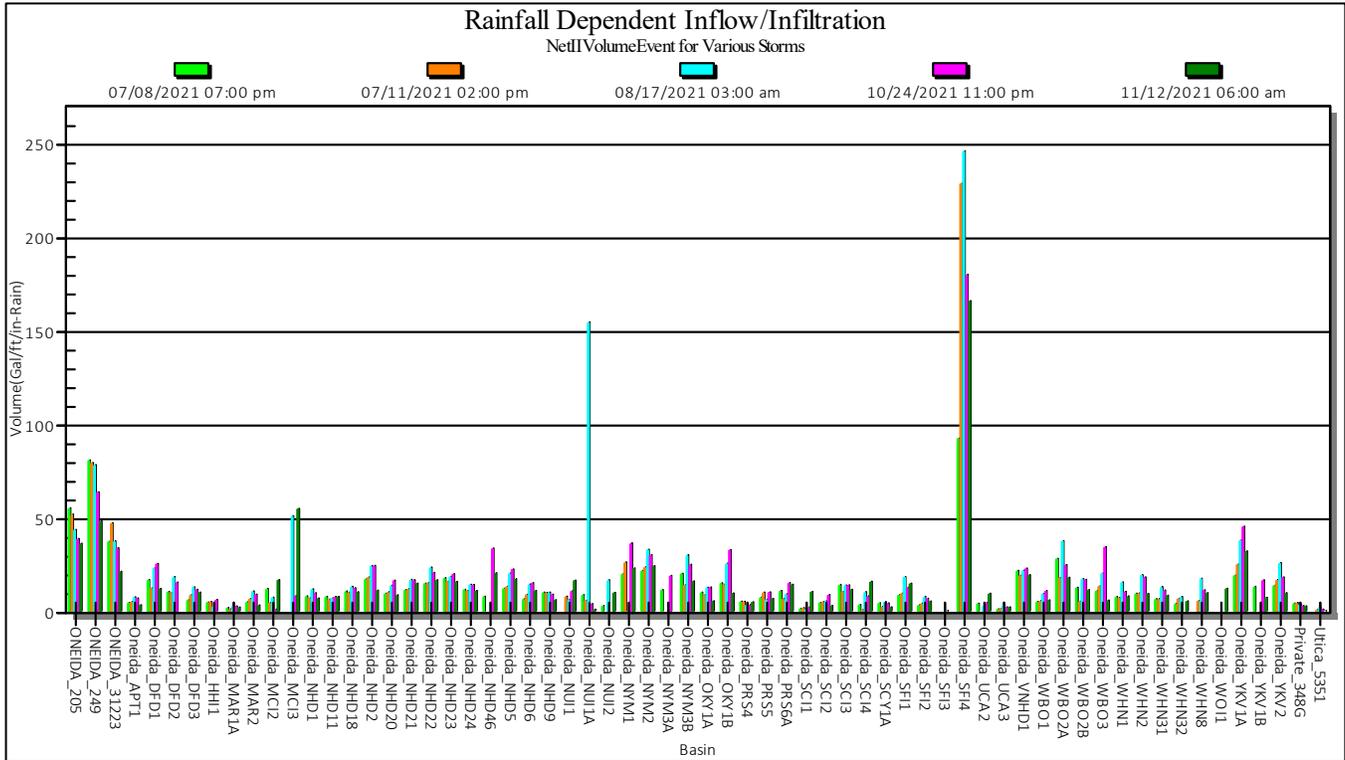


Table 6 is a ranked list of the sewersheds in Figures 7 and 8 with RDII severity exceeding 15 Gallons/LS/Inch of rainfall. These were the five largest storms observed during this period.

Table 6 Ranked List of sewersheds from Figure 7 and Figure 8 with RDII severity greater than 15 Gal/LF/Inch of rain.

Storm	RDII Volume in Million Gallons					RDII Severity in Gal/LF/In of rain				
	7/8/21	7/11/21	8/17/21	10/24/21	11/12/21	7/8/21	7/11/21	8/17/21	10/24/21	11/12/21
Oneida_SFI4	0.636	1.238	2.691	1.122	0.862	92.7	228.8	246.2	180.1	166.1
ONEIDA_249	0.321	0.336	0.72	0.38	0.224	81.0	79.7	78.5	64.0	48.6
ONEIDA_205	3.486	3.481	6.381	3.672	2.667	55.5	52.1	43.9	39.1	36.5
ONEIDA_31223	1.878	2.517	4.359	2.54	1.251	37.7	47.5	37.8	34.1	21.6
Oneida_WBO2A	1.719	0.84	3.513	1.413	0.839	28.4	18.3	37.9	25.1	18.3
Oneida_NYM2	1.071	0.864	2.099	1.175	0.82	22.1	23.9	33.3	30.4	24.7
Oneida_VNHD1	2.309	1.663	3.852	2.342	1.663	22.1	19.5	22.2	23.3	19.7
Oneida_NYM3B	1.324	0.708	2.803	1.465	0.778	20.5	14.4	30.2	25.3	16.4
Oneida_NYM1	0.289	0.281	n/a	0.417	0.228	20.2	26.5	n/a	36.7	23.4
Oneida_YKV1A	2.377	2.319	6.365	4.696	2.806	19.6	25.4	38.3	45.6	32.5
Oneida_NHD23	2.717	2.169	5.315	3.338	2.198	18.2	16.3	18.9	20.2	16.2
Oneida_NHD2	0.223	0.184	0.502	0.282	0.111	17.6	18.6	24.5	24.7	11.5
Oneida_DFD1	0.718	0.393	1.159	0.759	0.317	17.1	12.6	23.4	25.8	12.4
Oneida_OKY1B	0.558	0.411	2.623	1.633	0.37	15.4	14.7	25.9	33.1	9.9
Oneida_NHD22	1.894	1.58	4.235	2.324	1.622	15.2	15.5	23.7	21.0	17.0
Oneida_SCI3	1.627	1.281	3.701	2.415	1.572	14.5	10.7	14.2	14.3	12.0
Oneida_YKV2	0.792	0.715	1.996	0.873	0.399	14.2	17.1	26.2	18.5	10.1
Oneida_YKV1B	0.076	n/a	n/a	0.08	0.031	13.6	n/a	n/a	17.0	7.7
Oneida_WBO2B	0.789	0.26	1.642	0.976	0.54	13.0	5.6	17.7	17.3	11.8
Oneida_NHD5	0.918	0.777	2.431	1.502	0.981	12.5	13.7	20.6	22.8	17.6
Oneida_MCI2	0.928	0.437	1.577	0.098	1.013	12.4	4.8	7.8	1.4	17.1
Oneida_NHD24	0.78	0.651	1.713	1.087	0.668	11.9	11.3	14.6	14.6	11.2
Oneida_NYM3A	0.66	n/a	n/a	0.978	n/a	11.8	n/a	n/a	19.4	n/a
Oneida_NHD21	1.104	0.978	2.488	1.534	1.165	11.8	12.3	17.2	17.0	15.2
Oneida_WBO3	0.051	0.048	0.143	0.146	0.021	11.3	13.9	20.7	34.7	6.2
Oneida_PRS6A	0.223	0.15	0.44	0.465	0.339	11.2	7.1	9.5	15.5	14.6
Oneida_NHD18	0.91	0.698	1.776	0.947	0.677	11.0	10.5	13.5	12.8	10.6
Oneida_DFD2	1.353	0.935	2.758	1.387	n/a	10.8	10.1	18.6	15.7	n/a
Oneida_NHD9	0.805	0.606	1.197	0.603	0.359	10.4	10.3	10.4	9.3	6.4
Oneida_OKY1A	0.221	0.149	0.772	0.38	0.127	10.4	9.1	13.0	13.2	5.8
Oneida_NHD20	0.862	0.752	1.945	1.335	0.614	9.9	10.6	14.1	16.9	9.0
Oneida_WHN2	0.361	0.279	1.041	0.612	0.265	9.8	10.0	19.7	18.6	9.8
Oneida_SFI1	1.777	1.595	5.082	2.141	2.074	9.1	10.0	18.7	13.0	15.2
Oneida_NUI1A	0.189	0.097	5.983	0.092	0.024	9.1	6.2	154.7	4.3	1.4
Oneida_NHD1	0.543	0.379	1.481	0.675	0.395	8.4	7.4	12.1	10.1	7.3
Oneida_NHD46	0.356	n/a	n/a	1.311	0.677	8.3	n/a	n/a	34.0	20.7

Figure 9 lists the Capture Coefficient or the percent of the rainfall entering the sewer as RDII for each sewershed. A general rule of thumb is that values greater than 5% fall into the marginal category and values greater that 7% to 10% fall into the severe category. Very high values are indicative that basin sizes are not correctly known.

Figure 9 Capture Coefficient for 5 of the largest response storms.

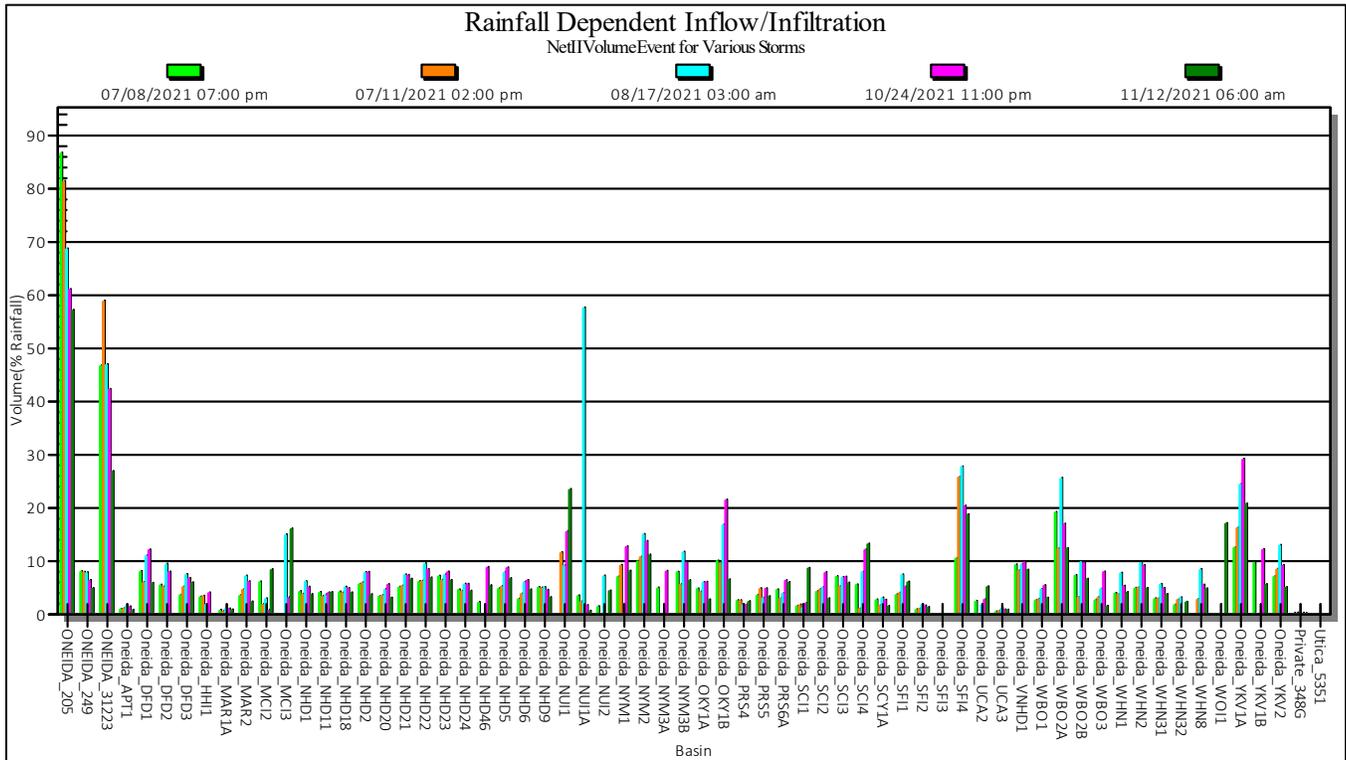


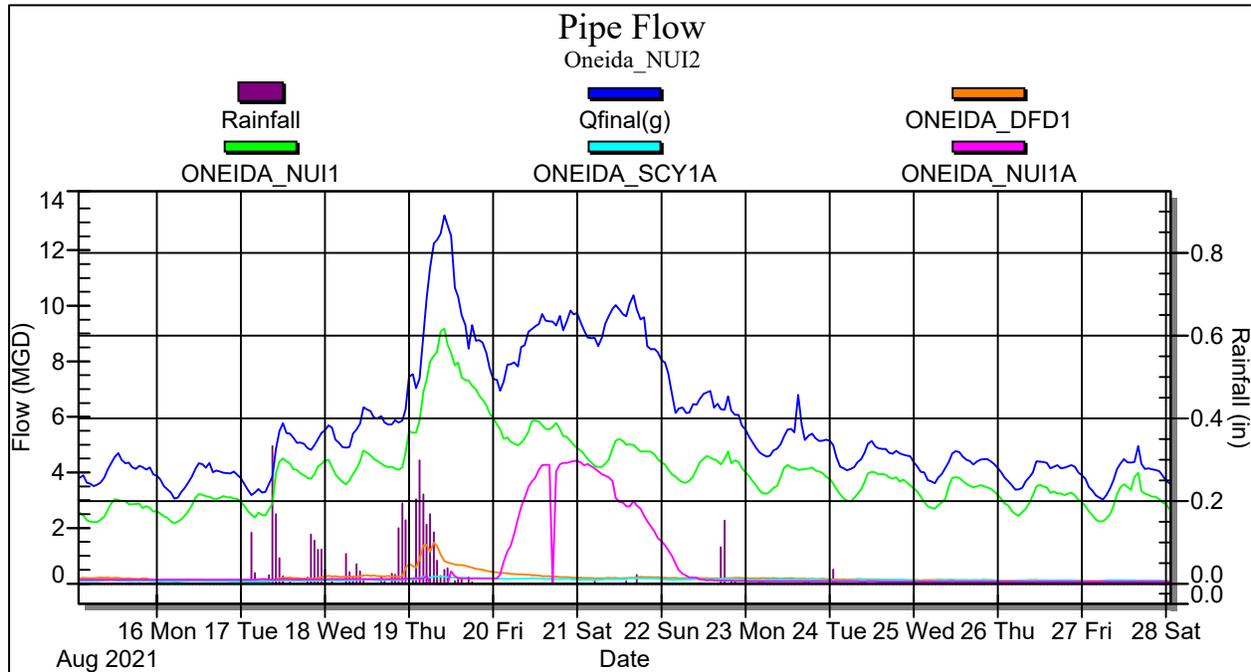
Table 7 is a ranked list of the sewersheds in Figure 9 with Capture Coefficients exceeding 10%. These were the five largest storms observed during this period.

Table 7 Ranked List of Sewersheds in Figure 9 with Capture Coefficient greater than 10%.

Storm	RDII as Capture Coefficient - (% Rainfall as RDII)				
	7/8/21	7/11/21	8/17/21	10/24/21	11/12/21
ONEIDA_205	86.6	81.3	68.6	61.0	57.1
ONEIDA_31223	46.7	58.8	46.9	42.2	26.8
Oneida_WBO2A	19.1	12.3	25.5	16.9	12.3
Oneida_YKV1A	12.5	16.2	24.4	29.1	20.7
Oneida_SFI4	10.4	25.7	27.7	20.2	18.7
Oneida_OKY1B	10.0	9.5	16.7	21.4	6.4
Oneida_NYM2	9.9	10.7	15.0	13.7	11.1
Oneida_YKV1B	9.7	n/a	n/a	12.1	5.5
Oneida_VNHD1	9.2	8.1	9.3	9.7	8.3
ONEIDA_249	8.0	7.9	7.7	6.3	4.8
Oneida_DFD1	8.0	5.9	10.9	12.0	5.8
Oneida_NYM3B	7.9	5.5	11.6	9.7	6.3
Oneida_WBO2B	7.2	3.1	9.8	9.6	6.5
Oneida_NHD23	7.1	6.4	7.4	7.9	6.3
Oneida_SCI3	7.0	5.2	6.9	6.9	5.8
Oneida_YKV2	7.0	8.4	12.9	9.1	5.0
Oneida_NYM1	7.0	9.1	n/a	12.6	8.1
Oneida_NHD22	6.0	6.2	9.4	8.4	6.8
Oneida_MCI2	6.0	1.8	2.9	0.7	8.3
Oneida_NHD2	5.6	5.9	7.8	7.8	3.6
Oneida_SCI4	5.5	1.0	7.9	12.0	13.1

7. Possible River Intrusion

We have spotted what appears to be possible river intrusion upstream of meter Oneida_NUI1A. Figure 11 shows all meters immediately upstream of Oneida_NUI2 and both meters show the classic pattern of river intrusion, a flow response well after the rainfall. The rainfall was the early morning hours of 19 August, and the response begins the early morning hours of 20 August. As a general rule, the longer the delay for the intrusion response, the larger the watershed of the water way. A small roadside ditch or creek may overtop a defective manhole cone within minutes or an hour after the storm, but it may take a full day for a larger river reach an elevation to overtop a defective manhole top.



Appendix B

Smart Growth Assessment Form



Smart Growth Assessment Form

This form should be completed by an authorized representative of the applicant, preferably the project engineer or other design professional.¹

Section 1 – General Applicant and Project Information

Applicant: Oneida County

Project No.: N/A

Project Name: District Wide Sewer Rehabilitation

Is project construction complete? Yes, date: No

Please provide a brief project summary in plain language including the location of the area the project serves:

The purpose of this project is to complete a supplementary phase of collection system rehabilitation to reduce inflow and infiltration throughout the Oneida County Sewer District. A supplementary phase is recommended to progress in a build-and-measure fashion starting with the highest priority I/I reduction projects. The total project cost estimate for this work is \$26 million.

Section 2 – Screening Questions

A. Prior Approvals

- Has the project been previously approved for Environmental Facilities Corporation (EFC) financial assistance? Yes No
- If yes to A(1), what is the project number(s) for the prior approval(s)? Project No.:
- If yes to A(1), is the scope of the previously-approved project substantially the same as the current project? Yes No

If your responses to A(1) and A(3) are both yes, please proceed to Section 5, Signature.

B. New or Expanded Infrastructure

- Does the project involve the construction or reconstruction of new or expanded infrastructure? Yes No

Examples of new or expanded infrastructure include, but are not limited to:

- (i) The addition of new wastewater collection/new water mains or a new wastewater treatment system/water treatment plant where none existed previously;
- (ii) An increase of the State Pollutant Discharge Elimination System (SPDES) permitted flow capacity for an existing wastewater treatment system; and OR

¹ If project construction is complete and the project was not previously financed through EFC, an authorized municipal representative may complete and sign this assessment.

- (iii) An increase of the permitted water withdrawal or the permitted flow capacity for the water treatment system such that a Department of Environmental Conservation (DEC) water withdrawal permit will need to be obtained or modified, or result in the Department of Health (DOH) approving an increase in the capacity of the water treatment plant.

If your response to B(1) is no, please proceed to Section 5, Signature.

Section 3 –Smart Growth Criteria

Your project must be consistent will all relevant Smart Growth criteria. For each question below please provide a response and explanation.

1. Does the project use, maintain, or improve existing infrastructure?
 Yes No

Explain your response:

2. Is the project located in a (1) municipal center, (2) area adjacent to a municipal center, or (3) area designated as a future municipal center, as such terms are defined herein (please select one response)?

Yes, my project is located in a municipal center, which is an area of concentrated and mixed land uses that serves as a center for various activities, including but not limited to: central business districts, main streets, downtown areas, brownfield opportunity areas (see www.dos.ny.gov for more information), downtown areas of local waterfront revitalization program areas (see www.dos.ny.gov for more information), areas of transit-oriented development, environmental justice areas (see www.dec.ny.gov/public/899.html for more information), and hardship areas (projects that primarily serve census tracts or block numbering areas with a poverty rate of at least twenty percent according to the latest census data).

Yes, my project is located in an area adjacent to a municipal center which has clearly defined borders, is designated for concentrated development in the future in a municipal or regional comprehensive plan, and exhibits strong land use, transportation, infrastructure, and economic connections to an existing municipal center.

Yes, my project is located in an area designated as a future municipal center in a municipal or comprehensive plan and is appropriately zoned in a municipal zoning ordinance

No, my project is not located in a (1) municipal center, (2) area adjacent to a municipal center, or (3) area designated as a future municipal center.

Explain your response and reference any applicable plans:

3. Is the project located in a developed area or an area designated for concentrated infill development in a municipally-approved comprehensive land use plan, local waterfront revitalization plan, and/or brownfield opportunity area plan?

Yes No

Explain your response and reference any applicable plans:

4. Does the project protect, preserve, and enhance the State's resources, including surface and groundwater, agricultural land, forests, air quality, recreation and open space, scenic areas, and significant historic and archaeological resources?

Yes No

Explain your response:

5. Does the project foster mixed land uses and compact development, downtown revitalization, brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation and commercial development, and the integration of all income and age groups?

Yes No

Explain your response:

6. Does the project provide mobility through transportation choices including improved public transportation and reduced automobile dependency?

Yes No N/A

Explain your response:

7. Does the project involve coordination between State and local government, intermunicipal planning, or regional planning?

Yes No

Explain your response and reference any applicable plans:

8. Does the project involve community-based planning and collaboration?

Yes No

Explain your response and reference any applicable plans:

9. Does the project support predictability in building and land use codes?

Yes No N/A

Explain your response:

10. Does the project promote sustainability by adopting measures such as green infrastructure techniques, decentralized infrastructure techniques, or energy efficiency measures?

Yes No

Explain your response and reference any applicable plans:

11. Does the project mitigate future physical climate risk due to sea-level rise, storm surges, and/or flooding, based on available data predicting the likelihood of future extreme weather events, including hazard risk analysis data, if applicable?

Yes No

Explain your response and reference any applicable plans:

Section 4 – Miscellaneous

1. Is the project expressly required by a court or administrative consent order? Yes No

If yes, and you have not previously provided the applicable order to EFC/DOH, please submit it with this form.

Section 5 – Signature

By signing below, you agree that you are authorized to act on behalf of the applicant and that the information contained in this Smart Growth Assessment is true, correct and complete to the best of your knowledge and belief.

Applicant: Oneida County	Phone Number: 315.687.3936
Name and Title of Signatory: GHD Consulting Services Inc. - John LaGorga, PE, BCEE - Project Director	
Signature: 	Date: 6/16/2022

Appendix C

Engineering Report Certification

Engineering Report Certification

To Be Provided by the Professional Engineer Preparing the Report

During the preparation of this Engineering Report, I have studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is being sought from the New York State Clean Water State Revolving Fund. In my professional opinion, I have recommended for selection, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account the cost of constructing the project or activity, the cost of operating and maintaining the project or activity over the life of the project or activity, and the cost of replacing the project and activity.

Title of Engineering Report: Oneida County Collection System Rehabilitation Evaluation

Date of Report: June 16, 2022

Professional Engineer's Name: John J. LaGorga, PE, BCEE

Signature:

Date: June 16, 2022







Mandatory State Revolving Fund Equivalency Project Terms and Conditions

**For Equivalency Projects Funded with NYS Clean Water State
Revolving Fund or Drinking Water State Revolving Fund**

Identify Contract Type prior to Advertisement for Bid:

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

Effective October 1, 2023

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

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INTRODUCTION

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

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

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

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

Contract means an agreement between a Recipient and a Contractor.

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

Equivalency means projects in the amount equal to the funds "directly made available" by an Environmental Protection Agency (EPA) Capitalization Grant and funding for those projects is considered federal funds, or federal financial assistance. The Equivalency designation is indicated in the Intended Use Plan.

Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified under Build America, Buy America as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR § 184.4(e), then it is not a manufactured product.

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

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

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

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

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

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

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

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

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

The Disadvantaged Business Enterprises (“DBE”) requirements of this section apply to construction, equipment, services, and/or supplies Contracts.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. 40 CFR Part 33 (“Federal DBE Regulations”) for contracts under EPA financial assistance agreements, as those terms are defined therein.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 (“Title VI”) for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A (“Title VII”) for construction contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 (“Federal Affirmative Action Regulations”) for federal or federally assisted construction contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 (“Section 504”) for any program or activity receiving federal financial assistance, as those terms are defined therein.

6. The Age Discrimination Act of 1975 (“Age Discrimination Act”) for any program or activity receiving federal financial assistance, as those terms are defined therein.
 7. Section 13 of the Federal Water Pollution Control Act (“Clean Water Act”) Amendments of 1972 (“Section 13”) for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all DBE and EEO records available within a reasonable time or as otherwise determined by EFC.
 - C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions or enforcement proceedings as allowed by the Contract.
 - D. If any terms or provisions herein conflict with Federal DBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.
 - E. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin, age, disability, or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

II. Equal Employment Opportunities (EEO)

- A. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- B. For federally assisted construction Contracts, the Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- D. Pursuant to 41 CFR § 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at

<https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet>, if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.
- E. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- F. For federal or federally assisted construction contracts in excess of \$10,000, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- G. The Contractor will include the provisions of Subdivisions II(A) and II(B) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

III. Good Faith Efforts and Fair Share Objectives for DBEs

- A. Fair Share Objectives for this Contract are 20%
- B. Good Faith Efforts

Pursuant to 40 CFR § 33.301, the Contractor must demonstrate and document “good faith efforts” to provide meaningful participation by DBEs as Subcontractors or Suppliers in the performance of the Contract.

1. For purposes of demonstrating good faith efforts and achieving the fair share objectives established herein, the Contractor should seek out the participation of the following certified entities:
 - a. DBEs certified by the Small Business Administration (SBA), directory available at: https://web.sba.gov/pro-net/search/dsp_dsbs.cfm
 - b. DBEs certified by state DOTs on behalf of the United States Department of Transportation (USDOT), directories by state available at <https://www.transportation.gov/DBE%20State%20Websites>, including:
 - c. DBEs certified in New York State: <https://nysucp.newnycontracts.com/>
 - i. DBEs certified in New Jersey: <https://njucp.dbesystem.com/>
 - ii. DBEs certified in Connecticut: https://biznet.ct.gov/DOT_DBE/dbesearch.aspx
2. Participation of Brokers and Truckers/Haulers
 - a. Contractors cannot count the participation of a DBE who acts as a Broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE’s prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a Broker.
 - b. Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a “commercially useful function,” according to the following factors:

- i. The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
- ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

C. DBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the EFC DBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such DBE Utilization Plan for the performance of DBEs on the Contract.
3. The Contractor further agrees that a failure to submit and/or use such DBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the Recipient in the Quarterly Report immediately following the change. See Section III(E), *Quarterly Report*. At EFC's discretion, an updated DBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a change order is executed the change order and supporting documentation should be submitted to the MBO and a revised Utilization Plan may be required at EFC's discretion.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the DBE Utilization Plan to the MBO within 30 days of their execution.

D. Submission of Good Faith Effort Documentation

1. If the Contractor, after making good faith efforts, is unable to meet the DBE fair share objectives, the Contractor must submit documentation showing good faith efforts made by the Contractor to meet the fair share objectives. Such documentation should be submitted to the MBO in accordance with the instructions on the DBE Utilization Plan.
2. If the MBO, upon review of the DBE Utilization Plan and updated Quarterly Reports determines that the Contractor is failing or refusing to comply with the good faith effort requirements or that the good faith efforts are not in the requested format, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within a reasonable time and provide documentation showing good faith efforts as requested.

E. Quarterly Report

1. The Contractor agrees to submit a Quarterly Report to the MBO by the fifteenth business day following the end of each calendar quarter over the term of this Contract documenting the payments made and the progress towards achievement of the DBE fair share objectives of the Contract. The Quarterly Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Quarterly Report must reflect all Utilization Plan revisions, final adjusted payments to subcontractors, and all change orders and be marked as "final".

2. The Contractor agrees to submit any other information as may be requested by the MBO or EFC during the term of the Contract as needed to assist EFC for completion of federal reporting to EPA.

F. Other Requirements

1. All contracts shall comply with the contract administration requirements outlined at 40 CFR 33.302.
2. Contractor and Subcontractors shall assist EFC and the Recipient as necessary with complying with the recordkeeping and reporting requirements outlined at 40 CFR Part 33 Subpart E.

SECTION 3 BUILD AMERICA, BUY AMERICA (BABA) ACT AND AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

Applicable to all contracts for DWSRF or CWSRF Treatment Works projects.

I. BABA Requirements

The requirements of this subsection shall not apply to CWSRF or DWSRF Contracts or Subcontracts which have been notified by EFC they are waived pursuant to the Build America, Buy America Act, Pub .L. No. 117-58, section 70914, and 2 CFR Part 184, including, but not limited to, the Adjustment Period Waiver for CWSRF and DWSRF projects that initiated project design planning prior to May 14, 2022. Disregard this subsection if the Contract or Subcontract is eligible for such a waiver, however, note that Subsection II below on AIS Requirements still applies.

If such Contracts or Subcontracts are not eligible for such a waiver, then the DWSRF or CWSRF Contract or Subcontract shall be subject to the Build America, Buy America Act, and the regulations promulgated thereafter (Pub. L. No. 117-58, §§ 70901-70953, and 2 CFR Part 184), which requires, among other things, that no SRF funds “may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

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

The Contractor hereby represents and warrants that:

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

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by

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

II. AIS Requirements

The requirements of this section apply to (1) all contracts for which Part 1 of this section does not apply, (2) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (3) all contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as [Attachment 3](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

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

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

SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

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

For Contracts in Excess of \$2,000:

1. Minimum Wages

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

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

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

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

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

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

receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

3. Payrolls and basic records.

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

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information

required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;
 2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90

days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate

instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.
8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
 - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

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

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

In addition, the Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government contracts or federally assisted Construction contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 6 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as [Attachment 4](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 7 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The requirements of this section apply to all Contracts and Subcontracts.

This prohibition is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs (Recipients), are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). EPA funds may not be used to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Contractors and Subcontractors shall not procure or install prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, that are recorded in the System for Award Management exclusion list located at <https://sam.gov/SAM/>.

SECTION 8 CONSTRUCTION SIGNS

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

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

ATTACHMENTS (Required Forms)

Attachment 1 – EFC DBE Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation Disadvantaged Business Enterprise (DBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be obtained from EFC.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified DBE, please contact EFC for assistance.

DBEs on this form may include disadvantaged firms certified by the [New York State Unified Certification Program \(NYSUCP\)](#), and disadvantaged firms certified by the Small Business Administration. In addition, the participation of DBEs will be credited according to the following requirements:

- Contractors cannot count the participation of a DBE who acts as a broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE's prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a broker.
- Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a "commercially useful function," according to the following factors:
 - The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
 - The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

See the [Mandatory Equivalency Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

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

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

If the Utilization Plan will not meet or exceed the DBE fair share objective, then the good faith effort documentation noted in Section 4 must be submitted with this form.

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:	Email:	Phone #:	
Address of MBO:			
Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date: 6/16/2022

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Is the Prime Firm certified as a DBE? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please include Prime information in Section 3.				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:			Email:	
Award Date:	Start Date:	Completion Date:	DBE Fair Share Objective	PROPOSED DBE Participation
Total Contract Amount: \$			Total: 20% \$	Total: % \$
DBE Eligible Contract Amount: \$ (DBE Fair Share Objectives are applied to this amount and includes all change orders, amendments, & specialty waivers)				
If fair share objectives are not met, documentation must be attached: <input type="checkbox"/> No Participation <input type="checkbox"/> Short of the DBE Fair Share Objective				
<input type="checkbox"/> Specialty Equipment/Services: must be of SIGNIFICANT cost – attach list of cost and type of equipment and good faith effort documentation				

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION			
This Submittal is:		<input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:	
DBE Subcontractor Information		Contract Amount	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION continued			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 4: GOOD FAITH EFFORT DOCUMENTATION

Utilization Plans that do not meet the Fair Share Objective must be accompanied by the documentation requested in numbers 1 – 7, as listed below. Specialty Equipment Exclusion requests must be accompanied by the documentation requested in number 8 – 12, as listed below. Specialty Services Exclusion requests must be accompanied by the documentation requested in number 13, as listed below. Please contact the MBO and/or EFC for assistance or to request sample documentation.

Provide the following:

1. A letter of explanation detailing the scope of work, DBE search results, and results of good faith efforts that were made.
2. A scope of work that shows what subcontracting opportunities are in the contract. This could be an engineering proposal, schedule of values, or other similar documents.
3. Screenshots of search results (using commodity codes) from [DBE Directories](#) of all certified DBEs that were solicited for purposes of complying with your DBE fair share objective. Each search should be saved as an individual file.
4. [A log of solicitation results](#), consisting of the list of DBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians). The log should show that each firm was contacted twice by two different methods (e.g., email and phone); who was spoken to; what was said; and the final outcome of the solicitation.
5. List of the general circulation, trade association, and DBE oriented publications and dates of publication soliciting for certified DBE participation as a subcontractor/supplier and copies of such solicitations.
6. Description of the negotiations between the contractor and certified DBEs for the purposes of complying with the DBE goals of this contract.
7. Any other information deemed relevant to the request.

EFC and the MBO reserve the right to request additional information and/or documentation.

Documentation for Requests for Specialty Equipment Exclusions:

8. A letter of explanation containing information about the equipment, why the equipment is specialty and why no DBE firms could be utilized to provide the equipment.
9. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
10. Letter, email, or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
11. Screenshots of DBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
12. An invoice or executed purchase order showing the value of the equipment.

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

Documentation for Requests for Specialty Service Exclusions:

13. A letter of explanation containing information about the scope of work and why no DBE firms could be subcontracted to provide that service.

SIGNATURE

Electronic Signature of Contractor: I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all DBE subcontractors will participate in subcontracts in accordance with the requirements of 40 CFR Part 33.

Name (Please Type):

Date:

Attachment 2 – BABA Contractor’s Certification



Environmental Facilities Corporation

BABA CONTRACTOR CERTIFICATION

FOR EQUIVALENCY CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title:

Contractor's Name:

Contract ID:

SRF Project No.:

SRF Recipient Name:

I certify that all iron and steel, manufactured products and construction materials permanently incorporated into the project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and Pub. L. No. 117-58 and any regulations promulgated thereunder. I will develop and maintain the necessary documentation to demonstrate that the applicable products permanently incorporated into the project were produced in the United States and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

Name (print):

Title:

Date:

Attachment 3 – AIS Contractor’s Certification



Environmental Facilities Corporation

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

Project Title:

Contractor's Name:

Contract ID:

SRF Project No.: _____

SRF Recipient Name:

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

Signature:

Name (print):

Title:

Date:

Attachment 4 – Lobbying Certification



Environmental Facilities Corporation

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

SRF Project No.:

Recipient:

Project Description:

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

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

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

Signature:

Name:

Title:

Company Name:

Date:

Contract ID: