



EAST OF HUDSON WATERSHED CORPORATION

Solicitation 2022-03

REQUEST FOR PROPOSALS
for
Professional Engineering Services

EAST OF HUDSON WATERSHED STUDY OF SANITARY
WATER ISSUES

EOHWC Solicitation Issue Date: June 22, 2022

Questions Due Date: 4:00 p.m. on July 22, 2022

Proposal Due Date: 4:00 p.m. on August 4, 2022

1. OVERVIEW

1.1 General Information

The East of Hudson Watershed Corporation (EOHWC) is seeking Proposals to provide civil and environmental engineering services to the EOHWC for the research, study, and assessment of all wastewater needs for the member municipalities (MS4s) as described in the Scope of Services in this RFP. The successful Proposer will demonstrate the required expertise and experience to fulfill all requirements of this Solicitation and any Addenda or modifications to this Solicitation.

All the information in this Solicitation and attachments, Addenda, and Scope of Work shall be considered the Services. The Proposer shall consider the information in the attachments when preparing their proposal.

All questions and inquires for additional information are to be submitted in writing by the deadline date and time specified on the cover page, as it may be modified by Addendum. Proposals for these projects must be received by the date specified in the cover page, as it may be modified by Addendum.

1.2 Definitions

Engineer: the engineering firm awarded a Contract from their proposal for the Services described in this Solicitation.

Host Municipalities: the municipalities in which the wastewater assessment will take place.

Proposer: the engineering firm preparing and submitting a proposal for the services described in this Solicitation.

Solicitation: This document, including all of the items listed in the appendices, forms and exhibits, and any subsequent Addenda or clarifications issued by EOHWC.

Services: All of the information in this Solicitation and attachments, Addenda, and SRPDM.

1.3 **EOHWC Contact:**

Kevin Fitzpatrick, P.E., Director of Engineering
East of Hudson Watershed Corporation
2 Route 164, Suite 2
Patterson, NY 12563
Kevin@EOHWC.org, (845) 319-6349

[Fax and email are provided for inquiries only; the response to this Solicitation may not be submitted via email]

1.4 Funding Contract Requirements

STATEMENT OF NON-COLLUSION:

All Bidders are required to execute a non-collusion bidding certificate pursuant to Section 103(d) of the General Municipal Law of the State of New York.

STATEMENT OF EQUALITY

The EOHWC hereby notifies all persons submitting proposals that it will affirmatively insure that in regard to any Contract entered into pursuant to this advertisement, qualified bidders will be afforded full opportunity to submit request for proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, sex, age, disability or marital status in consideration for an award.

All bidders will be required to adhere to the M/WBE milestones and goals set forth in the New York State Master Contracts for Grants . Those goals include a milestone of 30% M/WBE participation for this contract.

2. SCOPE OF SERVICES

The East of Hudson Watershed Corporation has identified twenty-two areas in fourteen municipalities where the method of treating wastewater is of concern. Typically, these areas have individual subsurface sewage treatment systems that were constructed many years ago and do not conform with today's standards. To address community concerns and provide for additional protection of both surface and groundwater water quality, these areas may require a different method of wastewater treatment than is currently being utilized. Fifteen of these areas will have had engineering studies completed as of the end of 2021. Several municipalities have not completed a study on the area of concern or require a previously completed study to be updated. Additional areas may be identified upon further consultation with EOHWC municipalities.

The EOHWC will retain a qualified consultant, who will be in contact with each of the EOHWC participating municipalities to identify any additional wastewater concerns. The Consultant shall prepare a report to the EOHWC summarizing all of the areas of concern identified by the municipalities including affected watershed, gallons per day of required flows, anticipated benefit from sewerage the affected area and anticipated cost. For each of the reports that have been completed, the Consultant shall also identify any additional information that may be needed, based on the outline provided below. Once all the areas have been identified, the EOHWC, depending on available funding, shall prepare a final list of areas for which an engineering assessment may be completed by

the Consultant.

The engineering assessment will provide the following information for each of the areas identified.¹ Each final Engineering Assessment shall be prepared, stamped, and dated by a New York State registered Professional Engineer and shall be developed in accordance with all applicable federal, state, and local standards as they related to wastewater treatment in the Eligible Area.

1. Cover Page
2. Executive Summary – Provide a brief description of the purpose of the report, need for the project, evaluations conducted, recommended alternative, and the proposed course of action.
3. Environmental Settings
 - a. Project location and description of study area including municipal boundaries, and scaled maps.
 - b. Land use and zoning
 - c. Number of properties by category (residential, commercial, institutional, etc.) and population served.
 - d. Existing utilities and water service
 - e. Principal water bodies of concern
 - f. Geologic conditions including soils, and depth to bedrock.
 - g. Environmentally sensitive areas including Federal, State, and locally mapped wetlands and watercourses, regulated adjacent areas, floodplains, general overview of land cover, water bodies or aquifers, etc.)
 - h. Any environmental justice area(s) that could be potentially impacted.
4. Ownership and Service Area
 - a. General description and history of existing wastewater infrastructure including:
 - i. Number and type of existing units
 - ii. Age and condition
 - iii. Flow estimates
 - iv. Identify any industrial dischargers
 - v. Identify any outside users, i.e. inter-municipal/private/industrial agreements
 - vi. Population trends and growth
 1. US Census data
 2. Any planned or anticipated development
5. Definition of the Problem
 - a. Describe the need for the project. Include any maps, photographs, or schematics as they relate to:

¹ See “Engineering Report Outline for New York State Wastewater Infrastructure Projects”, NYSDEC and NYSEFC.

- i. Health, sanitation, and/or security
- ii. Aging infrastructure
- iii. Infiltration and inflow; CSO; SSO
 - 1. Discuss Long Term Control Plan (LCTP) or Sewer System Evaluation Survey (SSES) requirements, as appropriate
- iv. Reasonable growth
- v. Water, energy, and/or waste considerations (including audits if available)
- vi. Suitability for continued use
- vii. Storm and flood resiliency (sea level rise, storm surge, potential for flooding impacts, or other extreme weather event)
- viii. Compliance with accepted standards (federal, state, and local laws)

6. Alternatives

- a. Evaluation of Treatment Options
 - i. Alternative type of septic system
 - ii. Community septic system
 - iii. Connection to existing WWTP
 - iv. Expansion of existing WWTP
 - v. New WWTP
 - vi. No Action
- b. Suitability of area for septic systems
 - i. Size of each parcel in proposed district
 - ii. Area of each parcel that is suitable for septic disposal (i.e., not constrained by slope, soil, groundwater, or setback from watercourse)
 - iii. Soil types in district
 - iv. Slopes
 - v. Depth to groundwater
 - vi. Depth to ledge rock
 - vii. Floodplains
 - viii. Date of last inspection and pump-out
- c. Septic inspection and failure data from municipality and County records (date of last inspection)
- d. Date of most recent pump-out/inspection for each parcel
- e. Summary of water quality management actions to date, if any
- f. Water quality measurement criteria;
 - i. Eutrophic indicators in water body
 - ii. Lake perception
 - iii. Biological condition
 - iv. Phosphorus load contributions by source (i.e. wastewater, stormwater, etc.) should be based on MapShed and ArcView Generalized Watershed Loading Function (AVGWLF) as defined by the NYSDEC <https://www.dec.ny.gov/chemical/23835.html>

7. Recommended Treatment Practice

- a. Identify and describe the preferred treatment alternative, including but not limited to:
 - i. Proposed Sewer District Boundaries
 - ii. Discharge location
 - iii. Estimated wastewater flows, solids and nutrient loads
 - iv. Proposed collection system layout

8. Potential Water Quality Impacts of the Recommended Treatment Practice

- a. Projected nutrient load reductions and impact on TMDL
- b. Impacts on downstream water bodies (i.e., reservoir and sub basin) and wetlands (i.e., define any exports resulting from the selected solution. For example, if a proposed solution is exporting Phosphorus outside of the lake catchment it will be identified and quantified)

9. Project considerations

- a. Permits/ Approvals
 - i. MS4 permit, found on the NYSDEC website, if applicable
 - ii. SPDES permit, found on NYSDEC website, if applicable
 - iii. DEP Watershed Rules and Regulations, with potential requirements for additional permits, variances, or plans
 - iv. County-Level Permits
 - v. Putnam County Forms, Requests, and Applications
 - vi. Town-Level Permits, depending on the proposed project type
- b. Feasibility
 - i. Environmental constraints (ledge rock, wetlands, etc.)
 - ii. Required improvements to existing facilities or decommissioning, as applicable
 - iii. Land requirements and need for land acquisition if any
 - iv. Seasonal limitations, challenges, and requirements if any
 - v. Public support or other community considerations or non-monetary considerations (e.g. aesthetics, improved habitat, etc.)
- c. Financial Status
 - i. Briefly provide information regarding potential sources of income, current and/or future rate schedules, and other capital improvement programs

10. Estimated Cost of Recommended Treatment Practice

- a. General
- b. Design Costs
- c. Construction Costs
- d. Operation and Maintenance Costs
- e. Estimated annual costs per connection
- f. Potential Federal/State Funding sources (e.g. CW State Revolving Fund)

2.3. Terms and Conditions of Contract. The EOHWC expects to enter into a contract with the selected Proposer(s) in substantially the form attached hereto at **Appendix I**. Submission of a proposal constitutes an acknowledgement that the

proposer has thoroughly examined and become familiar with the Services required under this Solicitation, that it is capable of performing quality work to achieve the objectives of the EOHWC, and that it will accept those terms and conditions unless exceptions are specified in the proposer's submission as set forth in this section. Any objection to the terms and conditions must be expressly identified in a separate section of the respondent's proposal identified as "objections to terms and conditions" and with reference to the specific provisions objected to. EOHWC reserves the right to reject any objections as nonresponsive.

2.4. Assessment. The Scope of Services and schedule for the assessment shall be authorized on a task order basis that identifies the schedule, Project and specific tasks for which the Engineer is authorized to commence work. All submittals and milestones are required to meet the structure set forth in this document.

2.5. Contract Term. It is the intent to award one or more Contract(s) for a one-year period with the option for up to two one-year renewal(s), subject to EOHWC's right of early termination as provided in the Contract. Any decision to renew the Contract(s) will be at the sole discretion of EOHWC.

3. PROPOSAL SUBMITTAL

3.1. Sealed Proposals. Sealed proposals will be received at the EOHWC main office at either of the following:

Postal Delivery:
EOHWC
2 Route 164
Suite 2
Patterson, NY 12563

Parcel Delivery Service:
EOHWC
2 Route 164
Suite 2
Patterson, NY 12563

Proposals must be received by the deadline time on the Proposal Due Date specified on the cover page of this Solicitation. The Proposer shall be responsible for actual delivery of the proposal to the required location before the deadline. Any proposal received after the deadline by any delivery method will not be accepted by EOHWC. All electronically transmitted Proposals will be disqualified by EOHWC. A Proposal may be withdrawn by the Proposer prior to the specified submittal time. No Proposal may be withdrawn by any party after the specified submittal time.

Each proposal shall include one (1) hard copy and one (1) digital (CD/USB Drive/SD Card) containing the required forms and/or certifications provided with this Solicitation including any Addenda, and shall be completed by the Proposer. The Proposer shall submit the required number of copies in one or more sealed opaque envelope(s). The outermost envelope shall include: Solicitation Number, "PROPOSAL ENCLOSED", the

name and address of the Proposer; in a location and of sufficient size to be easily identified by any person receiving the envelope. The Proposal shall be written in a legible font style and size (e.g. arial 12 point, Times New Roman 12 point, etc.) Proposers are required to provide all of the information requested in this Solicitation, along with any additional information or alternates requested by EOHWC. It is the Proposer's responsibility to provide all requested information and to describe clearly the benefits of their service in meeting the needs of the EOHWC established in this Solicitation. The EOHWC will not be responsible for any omissions on the part of the Proposer, and is not required to notify the Proposer of omitted information, nor required to accept omitted information after the specified submittal time. Proposers are cautioned to read the Solicitation carefully and follow the response format, as any deviation from the format and requirements listed may be cause for rejection. No proposal will be accepted which contains any changes, additions, or erasures.

Proposals must be signed in ink by the Proposer. Proposals which are incomplete, conditioned or obscure, or which contain additions not called for (e.g. erasures, alterations, ambiguities or irregularities of any kind) may be rejected as incomplete.

3.2. Interpretation, Clarifications, and Addenda

Questions regarding this Solicitation must be in writing and must be received by the contact person identified above at the address set forth above no later than the date and time specified as the Questions Due Date specified on the cover page of this Solicitation. No oral modification will be binding.

Any and all such interpretations and any supplemental instructions will be in the form of a written Addendum to the Solicitation. If an Addendum is issued, it will be sent by e-mail to Proposers who have received this Solicitation. Any Addenda so issued shall become part of this Solicitation.

Failure of any Proposer to receive any such Addendum or interpretation shall not relieve such Proposer from any obligation under his Proposal submitted.

4. **PROPOSAL CONTENTS**

4.1. Required Information. The Proposal shall include the following:

a. Cover Letter:

- 1 Name, Address, and Telephone number of the licensed Professional Engineer to be assigned as project manager for the project or projects (include local office address if different)
- 2 Acknowledgement of receipt of any Addenda
- 3 Printed name and signature by an Officer authorized to bind the Proposer

b. Statement of Qualifications and Experience. Include the background, qualifications, credentials and experience of the Project Manager and other key

project staff proposed to be assigned that would support its ability to do the proposed Services in a professional and timely manner.

- c. Assessment Approach. The proposal shall describe how the Proposer will provide the assessment of the Watershed and member Municipalities.
- d. Statement of References (3 references). Describe recent projects similar to the type of Services requested. Include a detailed list of three projects with similar characteristics. For the projects listed, provide the name, title, and telephone number of the client official responsible for the project.
- e. Financial Proposal.
 - 1 A lump sum fee (FORM B). The fee shall be inclusive of direct and indirect fees and/or costs and taxes. The fee shall not include any excise or sales taxes from which the municipalities are exempt. Any contingencies/uncertainties shall be clearly identified.
 - 2 Detailed hourly fee schedule showing the rates for each of the professional or clerical staff proposed to be used. The rate shall be the fully-loaded rate, inclusive of all overhead and profit markup.
 - 3 Identify Project manager, key staff and any proposed Subcontractors.
- f. Conflicts of Interest statement (FORM D): The Proposal shall include a statement describing any potential conflicts of interest the Proposer may have due to work being done for outside parties. Also the Proposal shall describe any business or family associations with any of the Board of Directors of the EOHWC, or of any persons employed by the EOHWC or any municipalities who are members of EOHWC. Refer to the EOHWC's Code of Ethics posted on its website, www.eohwc.org.
- g. Statement of Non-Collusion (FORM E)
- h. Statement of Insurance (FORM F)
- i. Confidentiality Notice (FORM G)
- j. Any other information that the Proposer may wish to provide to demonstrate that they can complete the Services described in this Proposal.

4.2. Joint Proposals. Where two or more Engineers desire to submit a single proposal in response to this Solicitation, they should do so on a prime-sub Consultant basis rather than as a joint venture.

4.3. Exceptions and Deviations. Any exceptions to the requirements in this Solicitation, including the insurance requirements and the contract terms and conditions, must be included as a separate element of the proposal under the heading "Exceptions and Deviations." EOHWC retains the right, in its sole discretion, to reject these requests for exception.

4.5. Duration of Proposal. The Proposal shall remain effective for at least ninety (90) days from the submittal date defined in the Advertisement or Addenda.

4.6. Statement of Insurance. Attach evidence of general liability, automobile liability, worker's compensation, and professional liability insurance as set forth at **APPENDIX I**. By signing and submitting a proposal, the Respondent certifies that if awarded the contract, it will have the applicable coverage described at **APPENDIX I** in effect at the time of award and execution, and will maintain this coverage during the entire term of the contract.

4.7. Required Forms. All responses shall include the attached Forms, along with all supporting items. All blank spaces in the Forms must be filled in. Any items which are not applicable should be marked N/A (not applicable).

5. PROCEDURE FOR SELECTION

5.1. Basis of Award. EOHWC anticipates making the award to the proposer or proposers whose proposal represents the best value taking into account all facts and circumstances.

5.2. Review Procedure. A review committee consisting of the EOHWC Technical Committee and members of the Board of Directors will review and evaluate proposals based upon the selection criteria found in **Appendix II**.

In reviewing the foregoing factors, EOHWC may further consider such information as it may deem material to the foregoing including: Financial and organizational capacity; legal authority to do business in the State of New York and the Counties of Dutchess, Putnam and Westchester; business integrity of the owners/officers/principals/members and contract managers, past performance of the bidder on prior government contracts; sufficiency of proposer's personnel to meet the requirements deliverables of the specifications; ability to meet insurance requirements noted in the specifications; and record of compliance with NYS Labor Law requirements.

EOHWC's review committee may select one or more respondents for interviews based on the review of the responses and will recommend one or more firms to the Executive Committee.

The Executive Committee will make the final selection and authorization of contract terms in its discretion based on its determination as to the best interests of EOHWC considering all facts and circumstances it deems material. Notwithstanding any other provisions of this Solicitation, EOHWC reserves the right to award a contract to the Proposer(s) that best meet the requirements of the Solicitation, and not necessarily to the lowest cost proposal.

5.3. Notice of Award and Contract. The EOHWC will select a firm by means of a Notice of Award issued pursuant to a resolution adopted by the Executive Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute a binding commitment on behalf of the EOHWC to enter into a services contract with the firm, as any binding arrangement must be set forth in definitive agreement signed by both parties and shall be subject to all requisite approvals.

6. EOHWC's RESERVATION OF RIGHTS

6.1. Reserved Rights. The EOHWC in its sole discretion specifically reserves to itself the following rights:

- a. Amend, withdraw or cancel this Solicitation, in whole or in part, at any time;
- b. Award a contract to a Proposer, in whole or in part;
- c. Disqualify any Proposer whose conduct and/or proposal fails to conform to the requirements of this solicitation;
- d. Seek clarifications and revisions of Proposals;
- e. Use proposal information obtained through site visits, management interviews and the EOHWC's investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the EOHWC's request for clarifying information in the course of evaluation and/or selection under this solicitation;
- f. Waive any informality or defect;
- k. Negotiate with a Proposer, within the scope of the Solicitation in the best interests of the EOHWC;
- m. Utilize any and all ideas submitted in the Proposals received.

6.2. No Liability for Errors

While the EOHWC has used considerable efforts to ensure an accurate representation of information in this Solicitation, EOHWC makes no representation as to the information provided. All Proposers are urged to conduct their own investigations into the material facts and the EOHWC shall not be held liable or accountable for any error, omission, or inconsistency in any part of this Solicitation. Proposer is solely responsible to establish, verify, and ensure that any and all information is correct, complete and necessary to provide a complete and informed proposal.

6.3. No EOHWC Obligation for Proposal Costs

Costs associated with the preparation of a proposal, including but not limited to any transportation costs to any subsequent interviews shall be the sole responsibility of the Proposer, with the express understanding that there will be no claim whatsoever for reimbursement from the EOHWC.

6.4. Public Announcements. News releases or other public announcements relating to this Solicitation shall not be made by any party without the prior written approval of the EOHWC.

6.5. Freedom of Information Law. All proposals submitted to the EOHWC in response to this Solicitation may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York ("FOIL"). A firm submitting a proposal may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would cause substantial injury to such firm's competitive position, including completion of **FORM G**. This characterization shall not be determinative but will be considered by the EOHWC when evaluating the applicability of any exemptions in response to a FOIL request. However, EOHWC assumes no responsibility for any disclosure or use of information submitted.

ATTACHMENTS TO THIS SOLICITATION:

APPENDIX I: Form of Agreement for Professional Services (Engineering Services), including Insurance Requirements

APPENDIX II: Selection Criteria

APPENDIX III: Proposal Forms

The following forms must be completed and returned with the proposal:

- FORM "A" Business Information
- FORM "B" Lump Sum Fee Proposal
- FORM "C" Hourly Fee Schedule
- FORM "D" Conflict of Interest Affidavit
- FORM "E" Statement of Non-Collusion
- FORM "F" Statement of Insurance
- FORM "G" Confidentiality Notice (FOIL)

APPENDIX I

Professional Service Agreement with Insurance Requirements

AGREEMENT FOR PROFESSIONAL SERVICES

(Engineering Services)

Contract No.: _____

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement"), is made as of the ____ day of _____, 2022 by and between the **East of Hudson Watershed Corporation**, a not-for-profit local development corporation with its offices at 2 Route 164, Suite 2, Patterson, New York (the "EOHWC"), and _____, a _____ corporation organized under the laws of the State of New York, with its offices at the address specified on the execution page of this Agreement (hereinafter referred to as the "Engineer");

WITNESSETH:

WHEREAS, pursuant to a request for proposals referred to in Exhibit B attached hereto (the "RFP") and as authorized by the Executive Committee of the Board of Directors (the "Executive Committee") on the date set forth at Exhibit A attached hereto, the EOHWC has determined to enter into this Agreement providing for services of the Engineer for the purposes set forth herein;

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. SCOPE OF SERVICES

- a. The Engineer shall render the professional services ("Services") described in the RFP and at **Exhibit B** (hereinafter referred to collectively as the "Scope of Services").
- b. During the term of this Agreement, the Engineer shall perform such additional services as Engineer as may be requested in writing by the EOHWC, at the hourly rates and actual expenses specified in **Exhibit A** (such additional services being referred to herein as "Additional Services"). Prior to undertaking any such Additional Services the Engineer shall propose a budget and schedule for in a written change order to be approved by the Executive Committee prior to commencing work. No work shall be considered Additional Services unless specifically agreed to in a written change order signed by the Engineer and approved by the Executive Committee.

Section 2. ENGINEER QUALIFICATIONS; REPRESENTATIONS; NO CONFLICTS

- a. The Engineer represents and covenants that (i) it is an engineering firm meeting the qualifications set forth in the RFP; (ii) it is experienced in performing work of the types contemplated by the Scope of Services; (iii) the Engineer has reviewed and is familiar with the EOHWC's current Stormwater Retrofit Project Design Manual and the terms and conditions of the Funding Agreement described herein; (iv) at all times during the term of this Agreement the persons assigned to perform Services have and will have the experience, knowledge, and licenses necessary to perform the Services described herein; (v) the Engineer is fully qualified to perform the Scope of Services, with capability to perform the Scope of Services and timely deliver a work product as required by this Agreement, (vi) the Engineer will procure and maintain all licenses and permits necessary to perform the work described in this Agreement, and (vii) the Engineer will comply with the provisions of the Labor Law and

all State laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement.

b. Unless otherwise authorized in writing in advance by the EOHWC, the persons primarily responsible for performing work under this Agreement, including any subcontractors, shall be as set forth at **Exhibit A**. Any subcontractors shall be bound by the provisions of this Agreement and such subcontractors and the form of any subcontract shall be subject to prior review and approval by the EOHWC in its discretion, as further provided in Section 14 hereof.

c. The Engineer represents and warrants that (i) the Engineer has all requisite power and authority to execute, deliver and perform this Agreement; (ii) this Agreement has been duly authorized by all necessary action on the part of the Engineer and has been duly executed and delivered by the Engineer and, assuming due execution and delivery by the EOHWC, constitutes a legal, valid, binding and enforceable obligation of the Engineer; and (iii) the execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under the organization documents, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Engineer is bound, or to the knowledge of the Engineer, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Engineer or any of its activities or properties.

d. The Engineer represents and warrants that it has not entered into any agreement for services with any other party with respect to any activities within or relating to the Scope of Services under this Agreement, other than such subcontracts as are specifically set forth at **Exhibit A**. The Engineer shall accept no other compensation, directly or indirectly, from any party, other than the EOHWC, for any services connected with the work described in the Scope of Services. The Engineer represents that it has read the Code of Ethics of EOHWC and will comply with its provisions, as it may be amended and in effect from time to time.

e. The Engineer represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of this Agreement. The Engineer further represents and warrants that neither it nor any of its directors, officers, members, partners, associates or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services. In the event of breach of this provision the EOHWC shall have the option to annul this Agreement without liability or deduct from the Agreement consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage fee, gift or other consideration. Such remedies shall be in addition to and not in limitation of any other remedies available at law or in equity.

Section 3. TERM AND COMPLETION SCHEDULE The Scope of Services shall commence upon the delivery by the EOHWC to Engineer of a notice to commence work under this Agreement (the "Commencement Date") and shall be completed within the term set forth at **Exhibit C** except as extended by the EOHWC in writing. Any extension granted shall be for work and payment purposes only and shall not result in any additional fees or expenses other than those agreed to herein. The Engineer acknowledges the importance to EOHWC that the work be completed in accordance with

the project schedule and agrees to put forth every reasonable effort in performing the Scope of Services with due diligence in a manner consistent with that schedule.

Section 4. REPORTS; RIGHT TO INSPECT The Engineer shall report to the EOHWC as specified at **Exhibit A** and **Exhibit B**. The EOHWC staff and its duly authorized representatives shall have the right at all times to inspect and receive copies of the work of the Engineer without additional charge. At the request of EOHWC, plans, reports and other documentation shall be submitted in electronic format on a disc.

Section 5. DELIVERABLES The EOHWC staff will provide EOHWC deliverables, if any, as specified in **Exhibit A**. In the event that such deliverables are not provided by the date set forth at **Exhibit B**, the Engineer may request an extension on the term of this Agreement.

Section 6. FEES AND EXPENSES

a. As compensation for the Services performed pursuant to this Agreement, including all expenses, the EOHWC shall pay the Engineer its fees and expenses as set forth at **Exhibit A**, not to exceed the maximum amount set forth at **Exhibit A** ("Fees and Expenses").

b. The expenses provided for herein shall be limited to the expenses actually and reasonably incurred in connection with the performance of the Scope of Services, of the types listed at **Exhibit A**. Unless otherwise approved in advance by the EOHWC, the EOHWC shall not pay for the following: (1) secretarial or word processing time (normal, temporary or overtime); (2) travel, unless expressly authorized in writing in Exhibit A, (3) meal charges, except for actual and reasonable expenses which are required for business purposes, such as expenses incurred while hosting working group meetings; or (4) time spent in preparing bills.

Any reimbursement for travel, meals and lodging shall be made at the actual cost paid, but such reimbursement shall not exceed the prevailing maximum rates established by the New York State Comptroller or, if less, the rates generally established by the EOHWC's policy for its own officials and staff. Any travel must be approved in advance by the EOHWC. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, expenses shall be billed at the same time as the services to which they relate.

Upon request, the Engineer shall provide the EOHWC with detailed documentation substantiating all reimbursable expenses and disbursements. This documentation shall be maintained by the Engineer(s) for a period of six years after the completion of the matter. During that period, the EOHWC shall have the right to audit the Engineer's charges.

Section 7. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST If requested by EOHWC in accordance with **Exhibit A** and **Exhibit B**, the Engineer shall prepare an engineer's opinion of probable construction cost (the "EOPCC") for various project requirements. In requesting an EOPCC, EOHWC understands that the Engineer has no control over the actual cost or availability of labor, equipment or materials, or over market conditions or a contractor's method of pricing, and that the EOPCC is made based on the engineer's professional judgment, experience and knowledge of the work to be constructed.

Section 8. PAYMENT

- a. Work within the Scope of Services shall be billed monthly in accordance with the fees and expenses attached hereto at **Exhibit A** unless otherwise agreed in writing by the EOHWC. Upon request, the Engineer shall provide monthly statements with respect to accrued fees and disbursements for any matters subject to a periodic retainer or cap.
- b. For any Additional Services agreed by the EOHWC and the Engineer to be outside the Scope of Services, the EOHWC shall pay for services rendered in accordance with the schedule of hourly rates attached hereto at **Exhibit A**. Prior to undertaking any such Additional Services, the Engineer shall inform the EOHWC that such services will be billed as Additional Services, shall provide an estimate of the total fees and expenses to be charged for such Additional Services, and shall obtain the EOHWC's written authorization of a change order prior to commencing such work. For such other services, the Engineer shall submit invoices monthly.
- c. All statements shall provide (a) the name and position of each individual whose time is billed; (b) the billing rate for each individual; (c) the number of hours expended on behalf of the EOHWC on any day that the individual performed services for the EOHWC; (d) a brief description of the task(s) performed each day for which time is billed; and (e) the total number of hours billed for services rendered to the EOHWC by each individual during the billing period. Copies of detailed documentation substantiating all reimbursable expenses over \$25 shall be provided to the EOHWC. Reimbursable expenses shall be itemized by category. Unless otherwise agreed, any authorized expenses shall be billed at the same time as the services to which they relate. Invoices shall be submitted to the EOHWC at the address set forth above, to the attention of the Controller. The Engineer shall maintain separate billing records with respect to each matter undertaken by the Engineer. At the EOHWC's request, the Engineer shall submit invoices on forms provided by the EOHWC.
- d. A five percent (5%) retainage will be withheld by EOHWC from each invoice paid. The retainage will be released to the Engineer upon final acceptance of the work by EOHWC with payment of the final invoice. The acceptance by the Engineer of final payment under this Agreement shall operate as and be a release to the EOHWC from all claims and liability to the Engineer, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Engineer under or in connection with this Agreement or for any part thereof.

Section 9. OWNERSHIP OF DOCUMENTS All documents, reports, opinions, plans, source code, system documentation, and other materials prepared for or relating to the Services provided hereunder shall be at all times the sole and exclusive property of the EOHWC, and shall be treated as confidential by the Engineer except as expressly authorized by the EOHWC. All work product created in connection with this Agreement, including working papers, data, maps, drafts, and other information in whatever form shall at all times be and remain the property of the EOHWC. Such documents are not intended or represented to be suitable for modification or adaptation by the EOHWC or others on any other project. Any such modification or adaptation without written verification by Engineer, as appropriate for the specific purpose intended, will be at EOHWC's sole risk.

Section 10. INDEPENDENT STATUS; TAXES

- a. The Engineer and its employees, agents, contractors, subcontractors and/or engineers, are independent contractors and not employees of the EOHWC. In accordance with their status as independent contractors, the Engineer covenants and agrees that neither the Engineer nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the EOHWC.
- b. Nothing in this agreement shall impose any liability or duty on the EOHWC for the acts, omissions, liabilities or obligations of the Engineer, or any person, firm, company, agency, association, expert, engineer, independent contractor, specialist, trainee, employee, servant, or agent of the Engineer for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, worker's compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.
- c. As a condition precedent to any payment by EOHWC hereunder, the Engineer shall submit to EOHWC a Form W-9 with the Engineer's correct taxpayer identification number.

Section 11. INSURANCE

- a. The Engineer shall at all times maintain in force during the term of this Agreement, and shall provide evidence satisfactory to EOHWC, of the policies of insurance set forth in **Exhibit D**.
- b. Any policy required to be maintained under this section shall be from a company rated at least A-/VII by Best's Rating Service and properly licensed in the State of New York, and shall provide that the policy shall not be canceled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the EOHWC.
- c. Prior to the effective date of this Agreement, and as a condition precedent to this Agreement, the Engineer shall furnish the EOHWC with certificates of insurance listing the EOHWC as a certificate holder and, except for worker's compensation, additional insured, and upon demand, shall provide such policies to the EOHWC. At least thirty (30) days prior to expiration of any policy required by this Agreement, the Engineer shall furnish the EOHWC evidence satisfactory to the EOHWC of the continuation of such coverage in accordance with this Agreement.
- d. To the extent required pursuant to an applicable Installation Agreement, the Host Municipality and/or, if applicable, other property owner ("Property Owner"), shall be listed as certificate holder and, on policies other than worker's compensation, additional insured. The Engineer shall further comply with the requirements of **Exhibit E** required by the Funding Agreement with New York City.
- e. This contract shall be void and of no force and effect unless the Engineer 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.

Section 12. INDEMNIFICATION The Engineer shall defend and indemnify the EOHWC, the Host Municipality and/or Property Owner (to the extent required pursuant to the applicable

Installation Agreement defined herein), The City of New York (to the extent required pursuant to the Funding Agreement defined herein), and Granting Agency defined herein, and their respective directors, officers, employees and agents (the "Indemnified Parties"), and save the Indemnified Parties harmless from any liability, damage, claims, demands, costs or loss arising directly and indirectly out of the Engineer's or its officers', employees', agents', contractors', subcontractors' or engineers' respective negligent acts or omissions pursuant to this Agreement, including without limitation negligent performance of Services under this Agreement, and such indemnity may not be limited by reason or enumeration of any insurance coverage required. Negligent performance of services, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon Engineer's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Section 13. RIGHT TO AUDIT AND RECORDS

- a. The Engineer shall maintain accurate and complete records detailing the back-up documentation required by this Agreement, and shall maintain such documents for a period of six years from document generation and shall allow the EOHWC access thereto for inspection and photocopying at all reasonable times.
- b. All receipts and disbursements are subject to audit by the EOHWC, and the Engineer agrees to cooperate with any audit of this Agreement undertaken by the EOHWC or any entity with jurisdiction to audit the EOHWC.

Section 14. SUBCONTRACTORS The Engineer shall not employ subcontractors to perform the Scope of Services, without the express consent of the EOHWC. EOHWC reserves the right to approve all subcontractors in its discretion. The Engineer will notify the EOHWC of the name, address, scope of services, and schedule of a subcontractor it intends retaining, the portion of the work which it is to do and/or the material which it is to furnish, and any other information requested by EOHWC. EOHWC will use the requested information to verify that the subcontractor is reputable, reliable, and able to perform the work required in this Agreement. Subcontractors shall be subject to the terms and conditions of this Agreement. By use of a subcontractor, the Engineer shall not be released from any liability or obligation assigned from executing this Agreement. The Engineer shall be held wholly responsible for subcontractor's performance, and shall be responsible to remedy any deficiencies in the subcontractor's work or performance.

Section 15. COMPLIANCE WITH LAW The Engineer shall comply with all Federal, State and local laws, rules and regulations applicable to performing the Services herein.

Section 16. DEFAULTS AND REMEDIES

- a. If either party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may take any action available at law or in equity to enforce the terms of this Agreement, and may suspend work or terminate this Agreement upon thirty (30) days written notice to the defaulting party. If the default is not capable of being cured within thirty (30) days and the defaulting party has commenced cure within thirty (30) days and is diligently pursuing efforts to cure, such thirty (30) day period shall be extended for a reasonable period of time.

b. If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to the EOHWC is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

c. No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

Section 17. EARLY TERMINATION EOHWC shall have the right to postpone, suspend, abandon or terminate this Agreement with or without cause, and such action shall in no event be deemed a breach of contract. Upon termination by EOHWC without cause under this section, the Engineer shall be entitled to compensation for acceptable completed Services performed through the date of postponement, suspension, abandonment or termination, such Services to be verified by audit. In the event that this Agreement is terminated by the EOHWC for any reason, then within ten (10) days after such termination, the Engineer shall make available to the EOHWC all records, documents and data pertaining to the Services rendered under this Agreement.

Section 18. STOP WORK If construction phase services ("CPS"), including construction observation, are requested of Engineer by EOHWC, the Engineer has no authority to stop work during construction, unless otherwise authorized in writing by EOHWC, provided that the Engineer may issue a stop work order to the contractor on behalf of EOHWC if 1) the Engineer observes a condition that compromises worker safety and/or 2) the Engineer observes a condition that presents immediate risk to immediately-adjacent structures or infrastructures. If the Engineer is authorized and issues a stop work order in accordance with this Agreement, the Engineer shall immediately notify the EOHWC Director of Engineering by telephone, and the Engineer shall fully document the condition causing the stop work order to be issued and provide documentation to EOHWC within 24 hours of the stop work order and the reason therefor. Such documentation shall include, but not be limited to field notes, sketches and photographs, and shall include names of individuals involved, company names, time, and date.

Section 19. NO MECHANIC'S LIEN The Engineer shall not permit or suffer any mechanic's lien filed by any subcontractor, employee, or material vendor of the Engineer to remain upon the premises of EOHWC or any EOHWC member municipality, provided such lien arises from the execution of work under this Agreement. Upon final payment due under this Agreement, the Engineer agrees, for himself and his subcontractors, that the Engineer will issue to EOHWC such certificate or certificates to the effect that no mechanic's lien or claims of the Engineer or its subcontractors have arisen or are outstanding with respect to this Agreement and that there is, to the best of the Engineer's knowledge, no basis for any future liens to be filed, but that if any such liens or claims are filed, the Engineer shall defend and hold EOHWC harmless against such liens.

Section 20. Procurement and Sourcing Solutions Portal ("PASSPort")

a. The Engineer hereby certifies that it and all subcontractors retained or to be retained by it under

this Agreement have enrolled in the New York City PASSPort system and have completed the applicable vendor and principal questionnaires as required therein.

b. If during the term of this Agreement, the Engineer's completed PASSPort questionnaires are more than 2½ years old, the Engineer shall update the questionnaires online prior to the expiration of three years from the initial questionnaire completion or last update. If there have been no changes in information requiring an update, the Engineer shall, if required, certify no change online prior to the expiration of three years from the initial questionnaire completion or last update.

c. The Engineer shall promptly submit to EOHWC upon request documentation of compliance with New York City's PASSPort system, including documentation of the submission of completed questionnaires and updates within the last 2½ years.

Section 21. NOTICES Unless otherwise specified, all notices required or permitted for herein shall be in writing and sent by certified mail, postage prepaid, or by hand, by overnight courier, or by telecopy confirmed by any of the previous methods, addressed to the parties as indicated below or to such addresses as they may designate in writing from time to time:

To the Engineer: At the address specified on the execution page of this Agreement.

To the EOHWC: At the address specified at the beginning of this Agreement,
Attention: Director of Engineering

With a copy to:

Rodenhausen Chale & Polidoro LLP
55 Chestnut Street
Rhinebeck, NY 12572

Section 22. FUNDING AGREEMENT; GRANT AGREEMENTS

a. To the extent all or a portion of the fees and expenses payable under this Agreement are to be funded from moneys received by EOHWC directly or indirectly pursuant to a Funding Agreement with NYC Department of Environmental Protection ("Funding Agreement"), this agreement shall be subject to the supplemental provisions set forth at **Exhibit E**.

b. To the extent that Exhibit A as it may be amended from time to time provides that all or a portion of the fees and expenses payable under this Agreement are to be funded from moneys received by EOHWC directly or indirectly pursuant to a grant agreement with a local, state or federal agency or authority ("Granting Agency"), this agreement shall be subject to the supplemental provisions set forth in such agreement.

Section 23. STANDARD CLAUSES. This Agreement is subject to the terms attached hereto as **Exhibit F** and incorporated herein by reference. In the event of any conflict between this Agreement, the Standard Clauses, and the Funding Agreement, the documents shall control on the following order: (i) Funding Agreement; (ii) Standard Clauses; and (iii) this Agreement.

Section 24. MISCELLANEOUS

a. **SEVERABILITY** In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such

- illegal or invalid provision had not been contained therein.
- b. AGREEMENT IS A LEGALLY BINDING CONTRACT Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.
 - c. NO THIRD PARTY BENEFICIARY Nothing in this agreement shall act to confer third party beneficiary rights on any person or entity not a party to this Agreement, except as expressly provided in Section 11 as to Indemnity and 12 as to Insurance.
 - d. NO RECOURSE All covenants, stipulations, promises, agreements and obligations of the EOHWC contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the EOHWC, and not of any member, director, officer, employee or agent of the EOHWC in his individual capacity, and no recourse shall be had for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of the EOHWC.
 - e. COUNTERPARTS This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
 - f. PUBLIC WORKS CONTRACTS A portion of the funds for the work is or may be provided pursuant to the Funding Agreement or other public entity sources. Even if a project is located on private property, for purposes of this section such property may be treated as if it were public property.
 - g. ENTIRE AGREEMENT; GOVERNING LAW AND JURISDICTION; AMENDMENT
This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The parties agree that any dispute or controversy arising out of this Agreement shall be venued in the jurisdiction of the EOHWC's headquarters. This Agreement may be amended only upon mutual written agreement signed by both parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the EOHWC has caused this Agreement to be signed by its duly authorized officer, and the Engineer has caused this Agreement to be signed by its duly authorized officer, as of the day and year first above written.

EAST OF HUDSON WATERSHED CORPORATION,
as **EOHWC**

By:
Its: President

By: _____
Print Name:
Title:

ENGINEER Address:

Email: _____
Phone:

This Agreement consists of the Agreement together with the following Exhibits:

EXHIBIT A FEES AND EXPENSES
EXHIBIT B SCOPE OF SERVICES
EXHIBIT C TERM AND COMPLETION DEADLINES
EXHIBIT D INSURANCE REQUIREMENTS
EXHIBIT E SUPPLEMENTAL PROVISIONS REQUIRED BY FUNDING AGREEMENT
EXHIBIT F: STANDARD CLAUSES

EXHIBIT A

FEES AND EXPENSES

PURPOSE: Engineering Services; CONTRACT NO.: _____

I. Fees and Expenses for Scope of Services --See attached "Form B" as provided within the RFP response.

All such lump sum fees shall include all expenses in connection with the Services, including without limitation site transportation, analysis, results, data validation reports, expenses (telephone, meals, travel, computer time, fax costs, postage, Federal Express or other delivery service, overhead, profit, reproducing), and administrative costs.

II. Additional Services: All Additional Services require the advance written approval of the EOHWC Executive Committee by change order. Fees and expenses for approved Additional Services shall be as specified in the change order, not exceeding the rates specified for the Scope of Services. Services performed without such authorization are at the Engineer's risk and under no circumstances shall the EOHWC be obligated for payment.

Project Manager and Key Professional Staff: EOHWC reserves the right to terminate this Agreement should certain personnel specifically named in the Engineer's proposal cease to be employed by the Engineer and assigned to the Projects, unless the EOHWC has determined in its discretion that alternate Project personnel are acceptable.

Project Manager: _____

Key Professional Staff: _____

Subcontractor(s), If Any, to Perform Services: _____

*Attach FORM B

EXHIBIT B

SCOPE OF SERVICES

PURPOSE: Engineering Services; CONTRACT NO.: _____

The Consultant will provide the following services for the Project or Projects indicated below based on the criteria described in the EOHWC Stormwater Retrofit Project Design Manual (“SRPDM”), most recent edition:

SRP Design, including without limitation the standard services and deliverables described in the SRPDM.

SRP Contract Documents and Easement Documents

SRP Construction Administration

SRP Record Documents

Additional Services to the extent authorized as provided herein.

SRP engineering services will be consistent with the requirements of the EOHWC Stormwater Retrofit Project Design Manual (SRPDM). SRP design will be expected to take into account the requirements of the Policy for the EOHWC’s Operation and Maintenance of Stormwater Retrofit Practices and the EOHWC’s SRP Operations and Maintenance Manual (OMM) available on the EOHWC’s website, in order to assist the EOHWC in the achieving a cost-effective balance of installation and maintenance costs.

Project Number	Host Municipality (Town or Village)	Other Site Owner if applicable (e.g. School District, Private Owner, DEP, Metro North)

Refer to the preliminary project description set forth at APPENDIX I to the RFP and attached hereto for additional Project specific design requirements.

The list of Projects included within the Scope of Services may be amended from time to time by addenda approved by the Executive Committee and executed by the President or Vice President on behalf of the EOHWC and by the Consultant by their duly authorized officer.

For purposes of this Agreement the owner of a project may be a Town, Village or County or other public body (“Host Municipality”), a school district (“School District”), or a private entity (“Private Owner”), as preliminarily identified in the Year 6 through 10 Stormwater Retrofit Report. EOHWC has or expects to enter into an installation agreement and/or easement and/or access agreement providing for access to and conditions to construction of the SRP. The Scope of Services includes the preparation of exhibits to such agreements.

The Engineer expressly acknowledges that EOHWC's funding sources for the project or projects contemplated by this Agreement are expected to be funded in whole or in part under the Funding Agreement and/or such other grants as may be set forth in the RFP or herein, and that the Engineer will take into account in preparation of the documents to be developed under this Agreement all conditions, exhibits, approvals, regulations, permits and other provisions required by the Funding Agreement and such grant agreements.

[ATTACH APPENDIX I]

EXHIBIT C

TERM AND COMPLETION DEADLINES

PURPOSE: Engineering Services; **CONTRACT NO.:** _____

Commencement Date: Specified in a Notice to Proceed

Term: One year from Commencement Date, with the option for up to two one-year renewal(s) at EOHWC's sole discretion.

Completion Date and Deadlines for Deliverables: Specified in a schedule approved by EOHWC.

The Services shall be performed in two phases, of which the first phase shall be the initial project evaluation as defined in the EOHWC "Stormwater Retrofit Project Design Manual," available for review at www.EOHWC.org. The initial project evaluation shall include the estimated Phosphorus reduction from the stormwater retrofit project, the cost of the project, including both engineering and construction services, and a calculation of the cost per kilogram of Phosphorus reduction. Upon completion of the initial project evaluation, the Engineer shall provide same to EOHWC and stop work.

The Engineer is not authorized to proceed with work beyond the initial project evaluation without the express written approval of the EOHWC President or, where permitted by the EOHWC Fiscal Policy, the Director of Engineering.

Engineer shall inspect the stormwater retrofit project within one (1) year of the completion of construction to determine if EOHWC may release the contractor's maintenance bond. The term of the contract may be extended at EOHWC's option solely to permit the completion of this inspection, as part of the lump sum fee unless otherwise specifically provided specified at Exhibit A.

EXHIBIT D
INSURANCE REQUIREMENTS

Worker's Compensation Statutory per New York State law without regard to jurisdiction submitted on a C-105.2 or U-26.3 form.

Employer's Liability New York State Statutory

Commercial General Liability CG 00 01 (ed. 10/02) or equivalent
Combined Single Limit - Bodily Injury and Property Damage
\$2,000,000 per occurrence
\$2,000,000 products/completed operations aggregate
\$4,000,000 general aggregate
\$25,000 maximum deductible

Automobile Liability: CA 00 01 (ed. 6/92) or equivalent.
Combined Single Limit - Bodily Injury and Property Damage
\$500,000 each occurrence
The following coverage must be provided:
Comprehensive Form, Owned, Hired, Non-Owned

Professional Errors and Omissions policy with a U.S. domiciled company, with extended reporting period or automatic coverage of not less than two years, providing limits of not less than:
\$1 Million per claim
\$1 Million aggregate
Deductible or self-insured retention not to exceed \$25,000 per claim.

Additional Insureds:
East of Hudson Watershed Corporation
Municipality stated at Exhibit B
Site Owner stated at Exhibit B, if any
And in each case their respective directors, officers, employees and agents.

Waiver of Subrogation: Policies of insurance provided pursuant to this Agreement, other than professional liability insurance and disability benefits insurance, shall include a waiver of the right of subrogation with respect to the Additional Insureds.

EXHIBIT E

SUPPLEMENTAL PROVISIONS REQUIRED BY FUNDING AGREEMENT

To the extent all or a portion of this Agreement or any subcontract thereof is to be funded from moneys received by EOHWC directly or indirectly pursuant to a Funding Agreement with NYC Department of Environmental Protection, this Agreement shall be subject to the following supplemental provisions.

1. Engineer shall perform all work in accordance with the terms of the applicable Funding Agreement, including without limitation Agreement between the New York City Department of Environmental Protection and East of Hudson Watershed Corporation, No. CRO-574, dated as of January 18, 2019, as it may be amended. A copy of the Funding Agreement can be found on the EOHWC.org website under Corporation Documents/Funding Agreements.
2. Engineer shall perform all acts to be performed under this Agreement in compliance with all applicable federal, State and local laws, rules, regulations and orders, including that all projects, facilities or other measures funded with Stormwater Retrofit Funds requiring review and approval by NYCDEP under the Watershed Regulations or required to be designed, constructed or implemented in accordance with standards set forth in the Watershed Regulations, be submitted for such review and approval and be designed, constructed, and implemented in accordance with the Watershed Regulations.
3. Contractors for construction exceeding Twenty Five Thousand Dollars (\$25,000) must provide a performance and completion bond in the full amount of the bid to secure the successful completion of all work, and a payment bond to insure that all materialmen and laborers are paid for work performed with FAD Retrofit Funds.
4. Engineers shall have liability insurance in sufficient amount and scope to protect the interests of New York City and the EOHWC, as provided in Exhibit D of the Agreement and the Funding Agreement.
5. Engineer agrees to indemnify The City of New York and assume liability for injuries as provided in Section 12 of this Agreement and Article 11 of the Funding Agreement.

6. Engineer shall comply with a budget, a scope of work, a progress schedule for completion of the work within specified milestones and payment schedule which is dependent upon completion of the work within the specified period of performance.
7. Engineer represents and warrants that no payment, gift or thing of monetary value was made, given or promised to any EOHWC officer, director, or employee to obtain the Contract or any other agreement with The City of New York or the EOHWC.
8. Nothing contained in this Agreement shall impair the rights of The City of New York under the Funding Agreement or the Watershed MOA.
9. EOHWC or The City of New York shall have the right from time to time to conduct random, unannounced inspections of the work performed under this Agreement to determine whether such work is being performed in accordance with the terms of the Agreement, except that, where work is being performed on private property, the EOHWC and The City of New York shall provide reasonable notice of such inspections or conduct them during normal business hours.
10. Nothing contained in this Agreement shall create any contractual relationship between the Engineer and The City of New York.
11. Engineer shall not engage in any unlawful discrimination in hiring employees under this Agreement.
12. Engineers performing public work within the meaning of Section 220 of the New York State Labor Law shall pay not less than the prevailing wage to laborers, workers and mechanics performing such public work and comply with all other applicable provisions of Section 220 of the Labor Law. Such Engineers shall maintain records evidencing their compliance with this Subsection.
13. All information provided by the Engineer in the RFP response and all information submitted via the VENDEX system is true and complete. Engineer will notify EOHWC in writing in the event of any determination by NYC DEP that it is not a responsible contractor.

EXHIBIT F

STANDARD CLAUSES

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the EOHWC (“Authority”), whether a consultant, contractor, licensor, licensee, lessor, lessee or any other party):

1. **NON-ASSIGNMENT CLAUSE.** This contract may not be assigned, and no part or portion may be subcontracted, by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority’s written consent are null and void.

2. **WORKERS’ COMPENSATION BENEFITS.** This contract shall be void and of no force and effect unless the 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. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers’ Compensation Act endorsement must be included.

3. **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, the Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim 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, the Contractor agrees that neither it nor its subcontractors or any person acting on behalf of such contractor or subcontractor 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 thereof, 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 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 moneys due hereunder for a second or subsequent violation.

4. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the State or other contracting agency as defined in Section 312 is committed to expend, or does expend, funds in return for labor, services, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (b) a written agreement in excess of \$100,000 whereby a contracting agency is committed to expend, or does expend, funds for the acquisition, construction,

demolition, replacement, major repair, or renovation of real property and improvements thereon, or (c) a written agreement in excess of \$100,000 whereby the owner of a State-assisted housing project is committed to expend, or does expend, funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, and rates of pay or other forms of compensation.

(2) At the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status, and that agency, union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(3) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.

The Contractor shall include the provisions of (1), (2), and (3) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the state contract. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to this Agreement; or (ii) employment outside New York State. The Authority shall consider compliance by the Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Authority shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Authority shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

5. **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 thereof, 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 statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York 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 New York State Labor Department in accordance with the Labor Law. Compliance with this requirement is a condition precedent to payment of a Contractor or subcontractor. Additionally, if this is a public work contract covered

by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of this Section 220 of the Labor Law shall be a condition precedent to payment by the Authority of any sums due and owing to any person for work done upon the project.

6. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with General Municipal Law Section 103-d, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority a non-collusive bidding certification on Contractor's behalf.

7. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Authority within five (5) business days of such conviction, determination or disposition of appeal.

8. **SET-OFF RIGHTS.** The Authority shall have rights of set-off. These rights shall include, but not be limited to, the Authority's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing by the Contractor to the Authority with regard to this contract, or any other contract with the Authority, including any contract for a term commencing prior to the term of this contract. This also includes amounts due and owing the Authority for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority and third parties in connection therewith.

9. **RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts or other evidence directly pertinent to performance under this contract (the "Records") for a period of six (6) years following final payment or to the termination of this contract, whichever is later, and any extensions thereto. The Authority and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such Records during the contract term, extensions thereof and said six (6) year period thereafter during normal business hours at an office of the Contractor within the State of New York, or if no such office is available, at a mutually agreeable and reasonable venue within the State, for the purposes of inspection, auditing and copying. "Termination of the contract", as used in this clause 9, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority 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: (i) the Contractor shall timely inform the Authority's Executive Director with a copy to its Records Access Officer, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Authority's right to discovery in any pending or future litigation.

10. **LIABILITY.** Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Contractor, in connection with their services

under this contract. Further, it is expressly understood that Contractor shall indemnify and save harmless the Authority from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of Contractor under this contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided.

11. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal Supremacy clause requires otherwise.

12. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General Municipal Law Section 106-b to the extent applicable.

13. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof: may not be submitted to binding arbitration (except with respect to construction contracts subject to General Business Law Article 35-E and/or where otherwise statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

14. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Authority's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Authority, in writing, of each and every change of address to which service of process can be made. Service by the Authority to the last known address shall be sufficient.

15. **OBSERVANCE OF LAWS.** The Contractor agrees to observe all Federal, State and local laws and regulations and to procure all necessary licenses and permits.

16. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**
Federal Employer Identification Number and/or Federal Social Security Number:

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's, i.e., the seller's or lessor's, identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both when the payee has both such numbers. Failure to include the number or numbers may delay payment. Where the payee does not have such number or numbers, the payee must give, on his or her invoice or New York State standard voucher, the reason or reasons why the payee does not have such number or numbers.

Privacy Notification:

(1) 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 State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filling tax returns or may have understated their tax liabilities, and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes, and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. This

information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 1223.

17. **DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY.** The Contractor has not been disqualified from selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of New York State Finance Law §165. (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 responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether 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 New York State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the state of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

20. **STATE FINANCE LAW SECTION 139.** The Contractor hereby certifies that all information provided to the Authority with respect to State Finance Law Section 139 is complete, true and accurate. The Authority reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law Sections 139-j and 139-k, was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

21. **ETHICS.** The Authority shall have the right to cancel or terminate this Agreement at any time if any work performed under the Agreement is in conflict with the provisions of the New York State Public Officers Law, other laws applicable to the service of current or former Authority or Participant County employees, and/or the rules, regulations, guidelines or policies applicable thereto.

22. **WICKS LAW PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law, where preparation of separate specifications is not required, the Contractor shall make no change of subcontractor or agreed-upon amount to be paid to each subcontractor without the approval of

the owner in accordance with Section 101(5) of the General Municipal Law.

23. **OSHA 10 HOUR CONSTRUCTION SAFETY AND HEALTH COURSE.** If this is a public work contract covered by Article 8 of the New York State Labor Law, it shall be required that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site be certified as having successfully completed A MINIMUM OF 10 HOURS OF CONSTRUCTION AND HEALTH SAFETY TRAINING, as approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA). The Contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof of certification for successfully completing the course for each employee prior to performing any work on the project.

24. **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 Exhibit, the terms of this Exhibit shall control, except that to the extent required for the purpose of obtaining Federal Aid in connection with this contract, any contract provisions required for Federal Aid projects shall supersede any conflicting provisions.

25. **ENTIRE AGREEMENT.** This contract, together with this Exhibit, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties hereto.

26. **NO WAIVER OF PROVISIONS.** The Authority's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

27. **NO INVESTMENT ACTIVITIES IN IRAN.** A person that is identified on a list created pursuant to paragraph (b) of subdivision three of section 165-a of the New York State Finance Law as a person engaging in investment activities in Iran as described in such section, shall not be deemed a responsible Contractor to the extent provided pursuant to section 103 of the General Municipal Law. By signing this contract, the Contractor and each person signing on behalf of the Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief such Contractor is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.

28. **SEXUAL HARASSMENT POLICY.** Pursuant to Labor Law § 201-G, the Authority has adopted the form of Sexual Harassment Policy promulgated by the New York State Division of Human Rights, a copy of which is on file with the Authority's Secretary. By execution of this Agreement, the Contractor acknowledges receipt of the Sexual Harassment Policy and that it shall be bound by the terms of said policy. Any violation of the Sexual Harassment Policy, the New York State Labor Law, or the New York State Human Rights Law by the Contractor, its contractors, subcontractors, officers, employees, or agents shall constitute an event of default under this Agreement.

29. **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and shall also comply with General Business Law § 899-bb.

APPENDIX II

Selection Criteria

PROFESSIONAL SERVICES EVALUATION FORM

SOLICITATION NUMBER:
FIRM:
EVALUATOR:
SIGNATURE:
DATE:

Evaluation Criteria		Scoring	Points Awarded
#1	Professional qualifications necessary for satisfactory performance of required services	Out of 15	
#2	Specialized experience and technical competence in the type of work required	Out of 15	
#3	Capacity to accomplish the work in the required time	Out of 5	
#4	Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules.	Out of 5	
#5	The firm's proximity to and familiarity with the area in which the project is located;	Out of 10	
#6	Quality of product	Out of 10	
#7	Bid Price	Out of 40	
Total Score		Out of 100	

APPENDIX III

Proposal Forms

FORM A

Business Information

This form must be submitted along with all other forms included in this RFP package. All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized.

1. Entity Information
 - a. Legal Name of entity:
 - b. Permanent main office address:
 - c. Federal Employer ID #:

2. Contact person regarding RFP:
 - a. Telephone number: Fax number:
 - b. Email:

3. Names of all officers and/or principals in the firm and their titles:

Name of Officer and/or Principals	Titles	Legal Residence State and City

4. If proposer is a closely held corporation or partnership, list stockholder's or partner's information below:

Name	Legal Residence	Office Held

5. Entity organization

- a. Date organized (month, day, year):
- b. If a corporation, LLC, Partnership, or other organization, state of origin:
- c. Number of years entity in business:

6. List names of any affiliated corporation of proposer, business affiliation with respondent and specify relationship:

Name of affiliated corporation	Business Affiliation	Specify Relationship

7. Identify all subcontractors proposed to be used to fulfill any part of the obligations anticipated by this proposal:

Name of subcontractor	Address	Type of work to be performed

8. Current licenses, permits and certifications are listed on **Schedule A** and **copies of same are attached.**

9. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by East of Hudson Watershed Corporation and/or his designee on behalf of East of Hudson Watershed Corporation in verification of the recitals comprising this Business Information Form.

(Name of Entity)

By: _____
(Principal)

(Title)

State of New York)
County of) ss.

_____ being duly sworn, deposes and says that he/she is
_____ of _____ and that the answers to
the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this
____ day of _____, 2022

Notary Public

SCHEDULE A

Licenses, Permits & Certifications

[List Attached]

Project Manager NYS PE#: _____

FORM B

LUMP SUM FEE PROPOSAL

SOLICITATION NUMBER:
PROJECT ID:
PROJECT TITLE:

ITEM#	TITLE	TOTAL PRICE (IN WORDS)	TOTAL PRICE (\$)
1	Engineering Assessment		
TOTAL PRICE			

All such lump sum fees shall include all expenses in connection with the Services, including without limitation site transportation, analysis, results, data validation reports, expenses (telephone, meals, travel, computer time, fax costs, postage, Federal Express or other delivery service, overhead, profit, reproducing), and administrative costs.

FORM C

HOURLY FEE SCHEDULES, PROJECT MANAGER, KEY STAFF AND SUBCONTRACTORS

Additional Services: Any approved Additional Services are to be billed at the Hourly Rates specified below. All Additional Services require the advance written approval of the EOHWC Executive Committee by change order. Services performed without such authorization are at the Engineer's risk and under no circumstances shall the EOHWC be obligated for payment.

Hourly Fees and Expenses for Other Services:

Services identified in the Scope of Services as hourly matters are to be billed at the Hourly Rates and Expenses specified below. Prior to performing such services the Engineer shall provide an estimate of the hourly fees and expenses for the specific task for approval by the EOHWC. Services performed without such authorization are at the Engineer's risk and under no circumstances shall the EOHWC be obligated for payment.

Name and Hourly Rate of all Employees to Perform Services:

(See attached Exhibit A-1 "Estimated Direct Labor")

Applicable Overhead and Profit Percentages: (See attached Exhibit A-2 "Fee Summary")

Expense Items and Rate: (See attached Exhibit A-3 "Estimated Expenses")

Project Manager and Key Professional Staff: EOHWC reserves the right to terminate this Agreement should certain personnel specifically named in the Engineer's proposal cease to be employed by the Engineer and assigned to the Projects, unless the EOHWC has determined in its discretion that alternate Project personnel are acceptable.

Project Manager: _____

Key Professional Staff: _____

Subcontractor(s), If Any, to Perform Services: _____

(If applicable, attach equivalent of A-1, A-2 and A-3 for Subcontractor).

FORM D
CIVIL ENGINEERING SERVICES
EAST OF HUDSON WATERSHED CORPORATION
AFFIDAVIT REGARDING REQUIRED DISCLOSURE
OF RELATIONSHIPS TO THE EOHWC

Name of Proposer: _____

Address: _____

Telephone: _____ Fax: _____

The Reporting Entity is: (Please check one):

_____ Individual _____ Corporation _____ Partnership

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with the EOHWC also an officer or employee of the EOHWC, or the spouse, or the child or dependent of a EOHWC officer or employee? Yes _____ No _____

If yes, please provide details:

B.) Related Owners:

1. If you are the owner of the Company, are you or your spouse, an officer or employee of the EOHWC? Yes _____ No _____

If yes, please provide details:

To answer the following question, the following definition of the word “interest” shall be used. Interest means a direct or indirect pecuniary or material benefit accruing to a EOHWC officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the EOHWC or otherwise. For the purpose of responding to these questions, an EOHWC officer or employee shall be deemed to have an “interest” in the contract of:

- a. His/her spouse, children and dependents, except a contract of employment with the EOHWC;
 - b. A firm, partnership or association of which such officer or employee is a member or employee;
 - c. A corporation of which such officer or employee is an officer, director or employee; and
 - d. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.
- 2) Do any officers or employees of the EOHWC have an interest in the Contractor or in any subcontractor that will be used for this contract? Yes _____ No _____

If yes, please provide details:

I am the _____ (title or Office) of the reporting entity listed above.

CIVIL ENGINEERING SERVICES FOR STORMWATER RETROFIT IMPLEMENTATION

REQUEST FOR PROPOSAL

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty of perjury.

Signature

Print Name and title

STATE OF)

COUNTY OF)

S.S.

Sworn to me before this _____ day of _____ 2017.

CIVIL ENGINEERING SERVICES FOR STORMWATER RETROFIT IMPLEMENTATION

REQUEST FOR PROPOSAL

FORM E

CIVIL ENGINEERING SERVICES

EAST OF HUDSON WATERSHED CORPORATION

GENERAL MUNICIPAL LAW: Section 1039d) “NON-COLLUSIVE BIDDING CERTIFICATE”

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

Name of Bidder

By

Address

Accepted

CIVIL ENGINEERING SERVICES FOR STORMWATER RETROFIT IMPLEMENTATION

REQUEST FOR PROPOSAL

FORM F
Statement of Insurance

PROPOSER _____ HAS
[Name of]

THE FOLLOWING POLICIES OF INSURANCE IN FULL FORCE AND EFFECT:
[Attach certificates showing endorsements & dates of coverage. Copies of policies to be made available upon request]

CIVIL ENGINEERING SERVICES FOR STORMWATER RETROFIT IMPLEMENTATION

REQUEST FOR PROPOSAL

FORM G

Confidentiality Notice

The data on page(s)

of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain technical or financial information which are considered to be proprietary information or trade secrets, the disclosure of which would cause substantial injury to the Proposer's competitive positions. The Proposer requests that such data be used only for the evaluation of the proposal, but understands that such data may otherwise be disclosed to the extent that East of Hudson Watershed Corporation determines is necessary or proper for compliance with any law, order or decree of any court or agency of competent jurisdiction, or necessary or proper in East of Hudson Watershed Corporation's view to show compliance with any law, order or decree of any court or agency of competent jurisdiction.

Note:

Proposer is urged to only designate as confidential those materials which, in its opinion, clearly represent proprietary information or trade secrets. Cost proposal information and all proposed forms shall not be considered confidential.

Proposer

Signature of Authorized Official

Date
