

# **GULF BROOK RESTORATION – PHASE II**

## **(RE-BID)**

### **Project Manual**

*Town of Keene*

EST. 1808



**PROJECT OWNER:**

ESSEX COUNTY AND THE TOWN OF KEENE, NEW YORK

**PROJECT ENGINEER:**

SCHODER RIVERS ASSOCIATES CONSULTING ENGINEERS, PC

**FUNDING AGENCY:**

NEW YORK STATE GOVERNOR'S OFFICE OF

STORM RECOVERY (GOSR)

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# **NOTICE TO BIDDERS**



# NOTICE TO BIDDERS

Sealed bids for the **GULF BROOK STABILIZATION PROJECT – PHASE II (RE-BID)** at **KEENE, NEW YORK** will be received by **ESSEX COUNTY** (the “Municipality”), **7551 COURT STREET, POB 2017 ELIZABETHTOWN, NY 12932** until **2:00 PM local time, August 22, 2019** when they will be publicly opened and read. Each bid must be prepared and submitted in accordance with the Instructions to Bidders and must be accompanied by Bid Security in the form of a certified check, bank check, or bid bond in the amount of five percent (5%) of the total amount of the bid.

No later than forty-five (45) days after the bid opening, the Municipality shall accept bids or reject all bids. After the bid opening, a bid may not be withdrawn prior to the date that is forty-five (45) days after such bid opening. The Municipality reserves the right to reject any or all bids, and advertise for new bids, if in its opinion the best interest of the Municipality will hereby be promoted.

## **CDBG-DR FUNDED PROJECT**

The Municipality seeks to **MODIFY THE CHANNEL OF GULF BROOK THROUGH THE HAMLET OF KEENE INCLUDING THE REMOVAL OF DEPOSITED SEDIMENT AND DEBRIS, CONSTRUCT ROCK VANES AND BOULDER CLUSTERS IN THE CHANNEL, STABILIZE BANKS, PLANT VEGETATION, REPLACE THE BRIDGE AT BUCKS LANE AND CONSTRUCT RETAINING WALLS** for which architectural and engineering design has been completed.

This project is being financed with U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds administered by the NYS Governor's Office of Storm Recovery (“GOSR”). Attention of bidders is particularly called to Section 3 requirements,<sup>1</sup> M/WBE goals, Federal labor standards, Federal and State prevailing wage rates, online reporting requirements using Elation System, Inc. and other requirements included in the GOSR Supplementary Conditions for Contracts. See Instructions to Bidders for additional information.

## **Minority and Women Owned Business Participation Goals**

The following goals for MWBE participation on this project have been established at:

Minority Owned Business Enterprise (MBE)	15%
Women Owned Business Enterprise (WBE)	15%

## **Equal Opportunity**

The Municipality is an Equal Opportunity employer.

## **PROJECT COMPLETION**

The completion date for this project is **September 30, 2020, with construction of the Bucks Lane Bridge no more than one-hundred twenty (120) consecutive days from the date of bridge closure to the re-opening of the bridge.**

<sup>1</sup> “Section 3” refers to Section 3 from the Housing and Urban Development Act of 1968.

**PROJECT SPECIFIC LIQUIDATED DAMAGES**

Liquidated damages will be assessed for each day of delay of the contract (bridge opening delay and overall contract completion delay) in the amount of **one thousand dollars (\$1,000) per day**.

**CONTRACT DOCUMENTS**

“Contract Documents” has the meaning set forth in Article 1.1 of the General Conditions herein. Starting on the advertisement date, the Contract Documents may be examined free of charge in person and DIGITAL (.pdf file format) copies may be obtained from **ESSEX COUNTY or SCHODER RIVERS ASSOCIATES CONSULTING ENGINEERS, P.C. at 453 DIXON ROAD, SUITE 7, BUILDING 3, QUEENSBURY, NY 12804 (PHONE 518-761-0417)**. Physical copies will be charged a fee based on how many prints are requested, including shipping and handling as applicable. For physical copies, checks should be made payable to Schoder Rivers Associates.

**DESIGNATED CONTACTS**

The following agency staff has been designated as contacts for this contract:

**REGARDING PROCUREMENT:**

Linda Wolf, Essex County Purchasing Agent 518-873-3332 [lwolf@co.essex.ny.us](mailto:lwolf@co.essex.ny.us)

**REGARDING TECHNICAL:**

Erik Sandblom, P.E. / Project Engineer 518-761-0417 Ext. 21 [eriks@sraengineers.com](mailto:eriks@sraengineers.com)

Please note that contacting any other agency staff regarding this contract may be a violation of state or municipal law, rule or regulation, resulting in a determination of contractor non-responsibility.

**BONDS**

The successful bidder will be required to furnish a Performance Bond and a Payment Bond in the statutory form of public bonds required by Section 137 of the State Finance Law, each for one hundred percent (100%) of the amount of the Contract.

**REQUESTS FOR INFORMATION**

A pre-bid meeting will be held at the **Town of Keene Offices located at 10892 New York State Route 9N, Keene, New York on Tuesday, August 6, 2019 at 10:00 AM**. The meeting will include a walk of the site for further discussion on technical requirements. Additionally, questions or requests for clarification should be directed to **Linda Wolf, Purchasing Agent, at 518-873-3332 or [lwolf@co.essex.ny.us](mailto:lwolf@co.essex.ny.us)**. Any reply to such an inquiry, including the initial questions, will be communicated by Addendum to all bidders who have obtained the Contract Documents.

# **INSTRUCTIONS TO BIDDERS**

# INSTRUCTIONS TO BIDDERS

## EXAMINATION OF DOCUMENTS

Carefully examine and be familiar with the Contract Documents (as defined in Article 1.1 of the General Conditions).

Examine the information concerning subsurface or other latent physical conditions. It is presented in good faith but is not intended as a substitute for personal investigation, interpretations or judgment of the Contractor.

## VISIT TO THE SITE

Bidders will have an opportunity to visit the site of the work at **August 6, 2019**, immediately following the **Pre-Bid Meeting** at **Town of Keene Offices located at 10892 New York State Route 9N, Keene, New York**. Attendance at the site visit is not mandatory in order to bid for the work; however, bidders are highly encouraged to attend. Contact one of the Designated Contacts listed on the Notice to Bidders at least 24 hours in advance of the site visit time to notify of your intent to attend.

Become familiar with restrictions and regulations relating to the work. Existing restrictions and regulations will not be considered as grounds for any additional cost over the Contract sum.

Contractor will be expected to assume the risk of encountering any subsurface or other latent physical condition which can be reasonably anticipated on the basis of documentary information provided by the Municipality and from inspection and examination of the site.

## RESOLUTION OF DISCREPANCIES AND AMBIGUITIES

Direct all questions regarding the intent or meaning of the drawings or specifications to the Design Professional as noted in the Notice to Bidders. Any reply to such an inquiry, including the initial questions, will be communicated by Addendum to all bidders who have obtained drawings and specifications. Inquiries that do not follow the above process will not be answered.

Interpretations of Contract Documents by Municipality personnel or the Design Professional are not binding.

## PREPARATION OF BIDS

Bidders shall submit bids on the bid form attached hereto, including the Non-Collusive/Procurement Lobbying Bidding Certification. Make no changes of any kind in the bid form phraseology, or anywhere on the bid form. Fill in all blank spaces legibly and in ink. All amounts shall be given in full in both writing and also in figures. In case of a discrepancy between the amount written in words and that given in figures, the amount written in words is binding.

When the Contract Documents require alternate price quotations, indicate the amounts to be added to or deducted from the base bid. If the work is to be performed at no change in cost, indicate the word "NONE". Any bid which fails to indicate a sum or the word "NONE", shall be considered informal and may be rejected.

Sign the bid form in the space provided. An officer or a principal of a corporation or a partnership signing for the bidder shall print or type the legal name of the person, partnership or corporation on the line provided and place his or her signature after "SIGN BID HERE". The same procedure shall apply to the bid of a joint venture by two or more firms, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required.

Note in the spaces provided on the bid form, the Addenda, by numbers and dates, which have been received. If no Addenda have been received, insert the word "NONE".

Use street address in addition to a Post Office Box address (if any).

### BID SECURITY INFORMATION

Bid Security, in the amount of **five percent (5%)** of the total amount of the Bid, is required to be submitted with the bid as a guarantee that the bidder will enter into the contract if awarded, and that the bidder will furnish all required information to enter into contract within **ten (10) days** after receipt of notice of award. Bid Security shall consist of a bid bond or a certified check or a bank check drawn upon a legally incorporated bank or trust company and payable to the Municipality. The bid bond must be from a Surety company approved by the State. The form of any bid bond and the surety issuing it shall be subject to the approval of the Municipality. The Bid Security of the two lowest bidders will be returned upon the acceptance of Performance and Payment Bonds and the execution of the Contract by the lowest bidder. The Bid Security of all other bidders will be returned as soon as possible after the low bidder is determined.

### SUBMISSION OF BID

Submit Bid Form and Bid Security in a sealed envelope.

All bids must be received at or before the time specified in the Notice to Bidders, at the place designated for bid opening.

A late bid will be considered if (1) its arrival at the place designated after the time specified can be shown by documentary or other proofs to be due to the mishandling by employees of the Municipality and (2) that absent such mishandling, the bid would have arrived timely. Delays in the U.S. Mail or any other means of transmittal, including couriers or agents of the State, other than employees of the Municipality will not suffice to excuse late arrival.

A late bid not eligible for consideration will be returned unopened with notification of the reason for its refusal.

### MODIFICATION OF BID

Bid modifications by amendment may be considered on condition that:

1. The amendment arrives before the time set for the bid opening.
2. The amendment is in writing and signed by the bidder.
3. The bid, as amended, conforms in all respects with the Contract Documents.

## WITHDRAWAL OF BID

A bid may be withdrawn at any time prior to the time specified for opening.

After the bid opening, a bid may not be withdrawn prior to the date that is **forty-five (45)** days after such bid opening. Withdrawal of bid prior to such date would be cause for forfeiture of the Security Bond.

Notwithstanding the foregoing, after the bid opening, a bidder may request the withdrawal of the bid on the ground of demonstrable mistake in accordance with New York General Municipal Law § 103-11. Upon prompt written application, the Municipality may conduct a hearing. Each element of § 103-11 must be proven by clear and convincing evidence in order to justify withdrawal. The judgment of the Municipality shall be final and conclusive. Should the judgment be against allowing withdrawal, then the failure of the Contractor to proceed would be cause for forfeiture of their Bid Security.

## DISQUALIFICATION OF BIDDERS

The Municipality reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

## OPENING OF BIDS

Bids shall be opened as announced in the Notice to Bidders. Bidders or their authorized agents are invited to attend.

## AWARD OF CONTRACT

The Contract shall be awarded to the lowest responsible and reliable bidder as will best promote public interest unless all bids are rejected by the Municipality.

If alternates are included in the Bidder's bidding documents, the Municipality reserves the right to accept or reject any or all alternates. The lowest bid will be determined by the sum of the base bid and the accepted alternates in the manner prescribed on the Bid Form.

If alternate base bids are indicated in the bidding documents, the low bid will be determined by the lowest amount bid for any of the alternate base bids.

The Municipality reserves the right to reject any or all bids, and advertise for new bids, if in its opinion the best interest of the Municipality will hereby be promoted. In the event that all bids are rejected, each bidder will be so notified.

No later than forty-five (45) days after the bid opening, the Municipality shall accept a bid or reject all bids. Written notification of acceptance with the final Contract Documents shall be mailed or delivered to the selected bidder.

If the selected bidder fails to execute and return the Contract Documents without modification with the bidder's Performance and Payment Bonds and Certificate of Insurance, within ten (10) days of receipt of notification, the Municipality shall have the right to reject the bid and select next lowest bidder. In this case, the Bid Security of the first bidder shall be forfeited.

## INFORMALITIES

Any bid which fails to conform to the requirements of the Contract Documents may be rejected. The Municipality may waive any informality or afford the bidder an opportunity to remedy any deficiency resulting from a minor informality or irregularity.

## DETERMINATION OF CONTRACTOR'S RESPONSIBILITY

1. The New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) shall be submitted by the apparent low bidder to the Owner as a condition of contract award.
2. Contractor shall at all times during the contract term remain a responsible vendor. Contractor agrees, if requested by the Municipality or GOSR, to present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity to carry out the terms of this contract.
3. The Municipality reserves the right to suspend any or all activities under this contract, at any time, when the Municipality discovers information that calls into question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Contractual activities may resume at such time as the Municipality issues a written notice authorizing resumption of contractual activities.
4. Notwithstanding the provision of Article 15 of the General Conditions of the contract pertaining to Termination and Revocation, upon written notice to Contractor and a reasonable opportunity to be heard with appropriate Municipality staff, this contract may be terminated by the Municipality at Contractor's expense where Contractor is determined by the Municipality to be non-responsible. In such event, the Municipality may pursue available legal or equitable remedies for breach.

## LIQUIDATED DAMAGES

The Contract Documents contain a provision that the Contractor will pay liquidated damages for each day of delay in the physical completion of the Work.

## REFUND OF DEPOSIT FOR CONTRACT DOCUMENTS

Full refund of the deposit for one set of Contract Documents will be made to Bidders who return the Contract Documents in good condition within **thirty (30) days** following the award of the contract or rejection of the bids covered by such Contract Documents. Non-bidders who have placed deposits for any sets of Contract Documents will be refunded **fifty percent (50%)** of their deposit within thirty (30) days following the award of the contract or rejection of the bids covered by the Contract Documents.

## CDBG-DR FUNDED PROJECT

This project is being financed with U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds administered by the NYS Governor's Office of Storm Recovery (“GOSR”). As a condition to receiving CDBG-DR funds for the Project, the Municipality is required to include the GOSR Supplementary Conditions for Contracts (attached hereto as Appendix A to the General Conditions) in each contract which it enters into for the Project. Attention of bidders is particularly called to Section 3 requirements,<sup>2</sup> M/WBE goals, Federal labor standards, Federal and State prevailing wage rates, online reporting requirements using Elation System, Inc. and other requirements included in the GOSR Supplementary Conditions for Contracts.

M/WBE Requirements – Special attention is directed to the M/WBE requirements contained in the GOSR Supplementary Conditions for Contracts (attached hereto as Appendix A to the General Conditions) and the Supplementary Instructions to Bidders for Participation by Minority and Women Owned Business Enterprises (attached hereto as Appendix B to the General Conditions). All bidders must submit an M/WBE Utilization Plan with their bid that utilizes enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote and assist the participation of certified M/WBEs in an amount equal to **fifteen percent (15%)** minority-owned business enterprises ("MBE") and **fifteen percent (15%)** women-owned business enterprise ("WBE") of the total dollar value of the contract. The successful bidder shall use good faith efforts to solicit active participation by such M/WBEs in accordance with the Contract Documents and the submitted M/WBE Utilization Plan. The Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

Section 3 Requirements – Special attention is directed to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly person who are recipients of HUD assistance for housing. A sample Section 3 Plan is included in the Contract Documents. The successful bidder will be required to submit a Section 3 Plan as a condition of contract award.

Reporting Requirements – Special attention is called to GOSR reporting requirements. GOSR has adopted the Elation Systems, Inc. web-based compliance management system to assist with Labor Compliance (Davis-Bacon), Minority and Women Owned Business (M/WBE) and Section 3 reporting requirements. The Contractor and its subcontractors must utilize the Elation Systems to satisfy reporting requirements. To this end the Contractor and its subcontractors will be required to register with Elation Systems, Inc. and to attend online training on the use of the system.

Prevailing Wages – This project includes both State and Federal prevailing wages. If Federal Davis-Bacon wage rates differ from the New York State prevailing wage rates, then the higher of the two rates shall apply and be paid to eligible workers.

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<sup>2</sup> “Section 3” refers to Section 3 from the Housing and Urban Development Act of 1968.  
Instructions to Bidders



WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS  
REQUIREMENTS

A policy covering the obligations of the Contractor in accordance with the Workers' Compensation Law and the Disability Benefits Law covering all operations under the contract, whether performed by the contractor or the subcontractor is required for all contracts. See Article 21.4 and 21.5 of the General Conditions attached hereto. Special attention is called to the insurance requirements contained in the Supplementary Conditions for Contracts attached to the General Conditions as Appendix A.

# **BID FORM**

# GULF BROOK RESTORATION – PHASE II LUMP SUM BID FORM

ESSEX COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY IN THE FORM OF A CERTIFIED CHECK OR A BANK CHECK DRAWN UPON A LEGALLY INCORPORATED BANK OR TRUST COMPANY AND MADE PAYABLE TO ESSEX COUNTY IN THE AMOUNT STATED IN THE NOTICE TO BIDDERS.

**EACH BID MUST INCLUDE THE FOLLOWING:**

- COMPLETED ORIGINAL BID FORM (FULLY EXECUTED – In a sealed Envelope)
- BID SECURITY IN THE AMOUNT OF \$[\_\_\_\_\_]
- [WICKS EXEMPTION IF CONTRACT AMOUNT IS ABOVE APPLICABLE THRESHOLD]

<b>Project</b>	<b>Location</b>	<b>Project Owner</b>
GULF BROOK RESTORATION PHASE II	KEENE HAMLET TOWN OF KEENE ESSEX COUNTY, NEW YORK	ESSEX COUNTY 7551 COURT STREET, POB 2017 ELIZABETHTOWN, NY 12932

To whom it may concern:

1. The undersigned proposes to perform the Work required for this project in accordance with the Contract Documents for the lump sum price of:

BASE BID AMOUNT (Base Bid Lump Sum Amount, excluding Type IV and Type VI Rock):

***To be filled in by Contractor***

<i>In Words</i>
<i>In Numbers</i>

**+** UNIT PRICE BID FOR TYPE IV AND TYPE VI ROCK:

***To be filled in by the Contractor***

<i>Item</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Unit Price Bid (Quantity x Unit Price)</i>
Type IV Rock	5,000	Tons	\$	\$
Type VI Rock	2,000	Tons	\$	\$
<i>Total Unit Price Bid for Type IV and Type VI Rock (In Words)</i>				
<i>Total Unit Price Bid for Type IV and Type VI Rock (In Numbers)</i>				

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TOTAL BID AMOUNT (Total entered shall be the sum of the above noted Base Bid and Allowance amounts):

*To be filled in by Contractor*

<i>In Words</i>
<i>In Numbers</i>

**In case of Discrepancy between the price in words and that in figures, the price in words will be considered the price bid.**

2. The undersigned agrees to complete the Work per phase of the Contract by the dates noted in the Technical Specifications and Drawings and all Work no later than **September 30, 2020, with construction of the Bucks Lane Bridge no more than one-hundred twenty (120) consecutive days from bridge closure to re-opening the bridge, after Contractor receives a notice to proceed with construction from the Municipality.** The Contractor agrees, in the event the Contractor fails to complete all the Work on time, to pay the Municipality liquidated damages, *as stated in the General Conditions*, for each day of delay (per phase) in the physical completion of Work.
3. The undersigned agrees that the bid security shall become the property of the Municipality if this bid is accepted and the bidder does not submit executed copies of the Agreement contained in the Contract Documents within ten (10) days of receipt of a written request. A performance bond and a payment bond, each in an amount equal to the total bid sum, shall be submitted as required with the executed agreements and shall be the statutory form of Public Bonds required by section 137 of the State Finance Law.
4. *The undersigned hereby certifies his or her compliance with the following:*

NON-COLLUSIVE / PROCUREMENT LOBBYING BIDDING CERTIFICATION

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

- A. The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 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 or indirectly, to any other bidder or to any competitor; and
- C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- D. Within the previous four years, has the bidder been found non-responsible by a government entity? (check one)

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

E. If "yes", was the determination of non-responsibility due to (1) engaging in impermissible contacts with a government entity, or (2) the intentional provision of false or incomplete information to a government entity? (check one)

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

(If yes, please explain on a separate sheet.)

The undersigned acknowledges receipt of the following numbered addenda to the Contract Documents:

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The undersigned has carefully examined the Contract Documents and agrees to perform this contract and to provide all goods and / or services, labor, material and equipment necessary for this contract. In addition, the bidder certifies that all information submitted regarding the Procurement Lobbying Law is complete, true and accurate. If such information is found to be intentionally false or intentionally incomplete, the Municipality reserves the right to terminate the resulting contract by providing written notification to the Contractor in accordance with the written notification terms of the contract.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

*(If different from Street Address)*

Federal I.D. #: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Continued on next page →

If a bidder is a corporation, indicate officers below; if a bidder is a firm, indicate members below; if a bidder is a partnership, indicate partners below:

Name

Legal Residence

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(President / Member / Partner)

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(Vice President / Member / Partner)

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(Secretary / Member / Partner)

---

(Treasurer / Member / Partner)

# **AGREEMENT FORM**

ESSEX COUNTY

**TO BE EXECUTED BY SELECTED BIDDER ONLY**

This Agreement (the "Agreement") made by and between ESSEX COUNTY, a municipal corporation, hereinafter referred to as the "Municipality" or the "Subrecipient" and \_\_\_\_\_, hereinafter referred to as the "Contractor".

**WITNESSETH**

1) The Contractor agrees that all Contract Documents (as such term is defined in Article 1.1 of the General Conditions) are deemed attached hereto and incorporated in this Agreement. The Contractor agrees to perform the Work in accordance with all Contract Documents incorporated herein for the **GULF BROOK RESPORTION PROJECT – PHASE II**.

2) The Contractor agrees that the Supplementary Conditions for Contracts (Exhibit E) ("Supplementary Conditions") attached as Appendix A to the General Conditions shall apply to the Contractor. Contractor further agrees that it shall include such Supplementary Conditions in any subcontract entered into in connection with the Project. The Contractor shall also require all subcontractors to flowdown the Supplementary Conditions to all lower-tiered subcontractors as well as the requirement to flowdown such terms to all subcontractors below the lower-tiered subcontractors.

3) The Contractor agrees to complete the Work no later than **September 30, 2020, with construction of the Bucks Lane Bridge no more than one-hundred twenty (120) consecutive days from bridge closure to re-opening the bridge, after the Contractor receives a notice to proceed with construction from the Municipality.**

4) The Contractor agrees, in the event the Contractor fails to complete all the Work on time, to pay the Municipality liquidated damages as per the General Conditions, Article 14.10, for each day of delay in the physical completion of the Work.

5) The Municipality agrees to pay the Contractor in accordance with the Contract Documents and in consideration of the completion of the Work, as follows:

IN WORDS: \_\_\_\_\_

IN NUMBERS: \$ \_\_\_\_\_

6) Goals for the participation of minority group members and women on this project shall be:

Minority-owned enterprises	15%
Women-owned enterprises	15%









# **GENERAL CONDITIONS**

# GENERAL CONDITIONS

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24. Audits and Records
25. Labor Law and Prevailing Wages Notifications Provisions
26. Statutory Requirements for Restrictions on Contracts during the Procurement Process and Disclosure of Contacts and Responsibility of Offerers
27. No Assignment
28. Miscellaneous Provisions

**Appendices:**

Appendix A – Supplementary Conditions for Contracts

Appendix B – Supplemental Instructions to Bidders for Participation by MWBE;

Appendix C – Federal Labor Standards Provisions

Appendix D – Supplementary Essex County Terms & Conditions

Appendix E – Prevailing Wages

Appendix F – Iran Divestment Certification

Appendix G – Geotechnical Reports

Appendix H – Permits / Approvals

Appendix I – Construction Plans

## ARTICLE 1 – THE CONTRACT DOCUMENTS

- 1.1 The “Contract Documents” are comprised of the following documents, in the following order of precedence all of which are hereby incorporated by reference and shall hereinafter be referenced as the “Contract.”
- Appendix A – Supplementary Conditions for Contracts;
  - Appendix B – Supplemental Instructions for Bidders for Participation by MWBE Enterprises;
  - General Conditions;
  - Appendix C – Federal Labor Standards Provisions;
  - Prevailing Wage Rates;
  - Agreement;
  - Technical Specifications and Drawings;
  - Instructions to Bidders;
  - Notice to Bidders;
  - Performance Bond;
  - Payment Bond;
  - All Required Forms and Certificates of Insurance;
  - All Addenda issued prior to the receipt of bids;
  - An Approved MWBE Utilization Plan, if required;
- 1.2 The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, either written or oral.
- 1.3 The Contract may not be modified except in accordance with the General Conditions.

## ARTICLE 2 – DEFINED TERMS

- 2.1 The following terms shall have the meanings ascribed to them in this Article, wherever they appear in the Contract Documents.
- 2.2 The term “Bid” means the approved prepared bid form on which the Bidder is to submit or has submitted a bid for the Project contemplated.
- 2.3 The term “Bidder” means any individual, firm or corporation submitting a Bid for the Project contemplated, acting directly or through a duly authorized representative.
- 2.4 The term “Bid Security” means the collateral in the form of a certified check, bank check or bid bond to be furnished by the Bidder as a guarantee of his or her ability to procure the minimum equipment and liquid assets specified and that Bidder shall enter into a Contract with the Municipality for the performance of the Work.
- 2.5 The term “Change Order” means a written order to the Contractor signed by the Contractor and the Municipality authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.
- 2.6 The term “Comptroller” means the Comptroller of the State of New York.
- 2.7 The term “Contractor” means the person, firm, partnership or corporation executing the Contract or the successor or assignee of the Contractor approved in writing by the

Municipal Representative.

- 2.8 The term “Days” shall mean calendar days.
- 2.9 The term “GOSR” shall mean the Governor’s Office of Storm Recovery.
- 2.10 The term “Liquidated Damages” means the total amount of money to be assessed against the Contractor for delay in completion of the Contract. The total amount of such damages shall not exceed the amount per day stipulated in Article 14.10 times the numbers of Days completion is delayed, unless otherwise specified in the Notice to Bidders.
- 2.11 The term “Material” means any approved material acceptable to the Municipality and conforming to the requirements of the Technical Specifications and Drawings. All processes and materials shall at all times be open to inspection and testing by the Municipality and its authorized representatives.
- 2.12 The term “Municipal Representative” means the representative of the Municipality who will have general direction and supervision of the work. The Municipality may designate any person, persons, firm, partnership or corporation to act as Municipal Representative.
- 2.13 The term “Municipality” shall mean the municipal corporation of the ESSEX COUNTY.**
- 2.14 The term “Offerer” shall mean the individual or entity, or any employee, agent of consultant or person acting on behalf of such individual or entity that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement.
- 2.15 The term “Payment Bond” is a bond guaranteeing prompt payment of monies due to all persons furnishing labor or materials to the Contractor or any Subcontractor in the prosecution of the Work provided for as set forth in State Finance Law Section 137.
- 2.16 The term “Performance Bond” means a written guaranty from a third party guarantor provided to the Municipality by Contractor upon the award of the Contract to ensure the full performance of the Work and completion of the Project as set forth in the Contract Documents. The form of the Performance Bond is subject to the approval of the Municipality.
- 2.17 The term “Physical Completion Date” means the date upon which the Contractor and the Municipal Representative agree that all deficiencies noted on the final inspection report have been corrected as evidenced by the issuance of the Physical Completion Report.
- 2.18 The term “Physical Completion Report” means the report issued by the Municipal Representative in which all the deficiencies in the Work are noted.
- 2.19 The term “Plan” or “Drawings” means an illustrated graphic that typically includes technical layout information, specification data, and details as required to facilitate the construction of an entire project or smaller unit of work.
- 2.20 The term “Premises” means all land, buildings, structures, or other items of any kind located around or adjacent to the Site and owned, occupied or otherwise used by the Municipality.
- 2.21 The term “Project” means Work at the site carried out pursuant to one or more sets of



Contract Documents.

- 2.22 The term “Project Manual” means the combined Notice to Bidders, Instructions to Bidders, Bid Forms, Agreement Form, General Conditions, Appendix A – Supplementary Conditions for Contracts, Appendix B – Supplemental Instructions to Bidders for Participation by MWBE, the Summary of and Implementation Guidelines for § 139-J of the State Finance Law, Other Sample Forms, Prevailing Wage Rates, the Technical Specifications and Drawings, and the Bid, issued prior to the receipt of bids.
- 2.23 The term “Provide” means to furnish and install, complete, in place and ready for operation and use.
- 2.24 The term “Samples” are physical examples submitted by the Contractor of materials, equipment or workmanship to establish a standard, which the Contractor is required to meet.
- 2.25 The term “Schedule of Values” means a breakdown of the Contract Sum in tabular form that lists the dollar value of individual work items. Schedule to be provided in enough detail to facilitate evaluation of the Payment Application by the Municipality.
- 2.26 The term “Shop Drawings” are drawings, diagrams, illustrations, schedules, test data, performance charts, cuts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and submitted by the Contractor and which illustrate a portion of the Work.
- 2.27 The term “Site” means the area within the contract limit lines as identified in the drawings, or adjacent areas designated in writing by the Municipality. Some contracts might involve separate and distinct sites.
- 2.28 The term “State” means the State of New York.
- 2.29 The term “Subcontractor” means a person, firm, partnership or corporation executing a portion of the Work for the “Contractor,” who has the sole responsibility for his or her performance.
- 2.30 The term “Substantial Completion” means that the Work or major milestones thereof as contemplated by the terms of this Contract are sufficiently complete so that the Site can occupy or utilize the Work or designated portion thereof for the use for which it is intended.
- 2.31 The term “Surety” means the entity which is bound with and for the Contractor, and which is engaged to be responsible for the Contractor’s acceptable performance of the Project for which he or she has contracted and for all Labor, Performance, and Material Bonds.
- 2.32 The term “Technical Specifications” means the body of directions and/or requirements contained in this document, together with all documents of any description, and agreements made (or to be made), pertaining to the methods (or manner), of performing the work and quality (as shown by test records) of accepted materials to be furnished under this Contract.
- 2.33 The term “Work” means the total sum of labor, supervision, materials and equipment necessary for the proper completion of the Contract as set forth in the Contract Documents.

### ARTICLE 3 – INTERPRETATION OF CONTRACT DOCUMENTS

- 3.1 The Technical Specifications and Drawings are complementary, and what is called for by one shall be as binding as if called for by all. It is not intended to include work not properly inferable from the Technical Specifications and Drawings. In all cases, labelled dimensions shall take precedence over scaled dimensions, and the larger scale details take precedence over smaller scale drawings. In the case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern.
- 3.2 Upon his or her own initiative or the Contractor's written request, the Municipality may issue written interpretation or drawings necessary for the proper execution or progress of the work which interpretation shall be consistent with and reasonably inferable from the Contract Documents.
- 3.3 The language of the Contract Documents is directed at the Contractor unless specifically stated otherwise.
- 3.4 The organization of the Technical Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.
- 3.5 In the event of conflicting provisions in the Contract Documents, the Technical Specifications shall take precedence over the Drawings.
- 3.6 If during the performance of the Work, the Contractor identifies a conflict in the Contract Documents, or a variation from any applicable statute, rule or regulation, the Contractor shall promptly notify the Municipality in writing of the conflict. The Municipality shall promptly acknowledge the notification in writing and advise the Contractor, pursuant to Paragraph 3.2 of these General Conditions, as to the interpretation to be followed in the performance of the Work.

### ARTICLE 4 – SHOP DRAWINGS AND OTHER SUBMITTALS

- 4.1 Shop Drawings (see Article 2.26)
- 4.2 Product data are manufacturer's catalog sheets, brochures, standard diagrams, illustrations, schedules, performance charts, test data, standard schematic drawings, specifications and installation instructions.
- 4.3 Samples are physical examples submitted by the Contractor of materials, equipment or workmanship to establish a standard that the Contractor is required to meet.
- 4.4 The Contractor and the Municipality shall adhere to the submittal and scheduling requirements for Shop Drawings, product data and Samples set out in the Technical Specifications and Drawings.
- 4.5 By approving and submitting Shop Drawings and samples, the Contractor represents that the Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that he or she has checked and

coordinated each Shop Drawing and Sample with the requirements of the Contract Documents.

- 4.6 The Municipality's approval of Shop Drawings, product data and Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has previously informed the Municipality of the deviation in a separate writing at the time of submission and received written approval for the specific deviations. The Municipality's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data or samples.
- 4.7 No portion of the Work requiring Shop Drawings, product data or Sample submission shall be commenced until the appropriate submission has been approved by the Municipality.
- 4.8 Any portions of the Work requiring Shop Drawings, product data and Samples shall be installed in accordance with the approved Shop Drawings, product data and Samples.

#### ARTICLE 5 – SCHEDULE

- 5.1 Each Contractor shall deliver to the Municipality and receive approval prior to commencing work, a detailed schedule concerning his or her operations upon the Project on a form acceptable to the Municipality, which shall indicate completion within the specified time frame, to the satisfaction of the Municipality.
- 5.2 During the term of this Agreement, the Municipality may require any Contractor to modify any schedules which he or she has submitted either before or after they are approved so that:
  - (a) The Work or the Project may be properly progressed.
  - (b) Changes in the Work or the Work of other Contractors are properly reflected in these schedules.

#### ARTICLE 6 – MATERIALS

- 6.1 All materials, equipment and articles used permanently in the Work that become the property of the Municipality shall be new unless specifically stated otherwise in the Contract.
- 6.2 Except where specifically provided otherwise, whenever any product is specified by the name, trade name, make, model or catalog number of any manufacturer or supplier, the intent is not to limit competition, but to establish a standard of quality that the Municipality has determined is necessary. The words "or equal" shall be deemed inserted in each instance. The Contractor may use any product equal to that named in the Contract Documents that is approved by the Municipality and which meets the requirements of the Contract Documents provided the Contractor gives timely notice of his or her intent in accordance with the submittal and scheduling requirements.
- 6.3 The Contractor shall have the burden of proving at the Contractor's own cost and expense to the satisfaction of the Municipality that the proposed product is equal to the named product. The Municipality may establish criteria for product approval. The Municipal Representative shall determine in his or her absolute discretion whether a proposed

product is to be approved.

- 6.4 If the Contractor fails to comply with the provisions of this Article, or if the Municipal Representative determines that the proposed product is not equal to that named, the Contractor shall supply the product named.
- 6.5 The Contractor shall have and make no claim for the extension of time or for damages because the Municipal Representative requires a reasonable period of time to consider a product proposed by the Contractor or because the Municipal Representative disapproves such a product.
- 6.6 Where optional materials or methods are specified, or where “or equal” submissions are approved, the Contractor shall make all adjustments to contingent work, whether the contingent work be the Work of its contract or the Work of another Contract, necessary to accommodate the option or “or equal” product it selects without extra or additional cost.
- 6.7 The Contractor shall within 48 hours remove from the Premises all materials rejected by the Municipality as failing to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall promptly substitute satisfactory materials in accordance with the Contract and without expense to the Municipality. In addition, the Contractor shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- 6.8 Royalties and patents: The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall defend, indemnify and save the Municipality harmless from loss on account thereof, except that the Municipality shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified.
- 6.9 Asbestos Free Materials: All materials used for construction shall be free of asbestos containing materials. If asbestos is found in installed products not previously approved by the Municipality, then it will be the responsibility of the Contractor to abate the asbestos containing material and replace the work with new asbestos free materials at no cost to the Municipality.
- 6.10 The Contractor agrees that if the value of this Contract exceeds \$100,000 all structural steel, reinforcing steel and other major steel items to be incorporate in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

#### ARTICLE 7 – CONTRACTOR'S SUPERVISION

- 7.1 The Contractor shall designate a competent supervisor for the Work to represent the Contractor at the site at all times with authority to act for the Contractor (“Contractor’s Representative”). The Contractor shall notify the Municipality in writing of the identity of the Contractor’s Representative prior to the commencement of the Work. All directions given the Contractor's Representative shall be as binding as if given to the Contractor.
- 7.2 Should the Municipality deem any employee of the Contractor incompetent or negligent or for any cause unfit for his or her duty, the Contractor shall dismiss such employee and he or she shall not again be employed on the Work.

- 7.3 The Contractor's use of any Subcontractor shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its Subcontractors.
- 7.4 The Contractor shall be responsible for informing its Subcontractors and suppliers of all the terms, conditions and requirements of the Contract Documents including, but not limited to the General Conditions, Appendix A – Supplementary Conditions for Contracts, Appendix B – Supplemental Instructions to Bidders for Participation by MWBE, the Summary of and Implementation Guidelines for § 139-J of the State Finance Law, the Agreement Form, Other Sample Forms, Federal Labor Standards Provisions, Prevailing Wage Rates, the Technical Specifications and Drawings, the Bid Notice and Instructions to Bidders, and changes made by any other addenda.

#### ARTICLE 8 – USE OF PREMISES

- 8.1 If the Premises are occupied, the Contractor, the Contractor's Subcontractors and their employees shall comply with the regulations governing access to, operation of, and conduct while in or on the Premises and shall perform the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business.
- 8.2 The Contractor, the Contractor's Subcontractors and their employees shall not have access to or be admitted into any area of the Premises outside the Site except with the written permission of the Municipality.

#### ARTICLE 9 – PERMITS AND COMPLIANCE WITH APPLICABLE LAWS

- 9.1 The Contractor shall obtain, maintain and pay for all permits and licenses legally required and shall give all notices, pay all fees, and comply with all laws, rules and regulations applicable to the Work at no additional cost.
- 9.2 Contractor shall comply with all federal and state laws, codes and regulations applicable to the conduct of the activities authorized by this Contract.
- 9.3 If, in carrying out this Work, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Industrial Board of Appeals, then the Contractor shall install, maintain and effectively operate such appliances and methods during the life of this Contract; and in case of Contractor's failure to comply, as provided by Section 222-a of the Labor Law, the Contract shall be void.
- 9.4 In accordance with Worker's Compensation Law (WCL) §141-b (Suspension and Debarment), any person subject to a final assessment of civil fines or penalties or a stop-work order, or that has been convicted of a misdemeanor for a violation of WCL §§ 26 (Enforcement of Payment in Default), 52 (Effect of Failure to Secure Compensation) or 131 (Payroll Records), and any substantially-owned affiliated entity of such person, shall be ineligible to submit a bid on or be awarded any such public work contract or subcontract with the State, any municipal corporation or public body for a period of one (1) year from the final determination or conviction. Any person convicted of a felony under Article 8 (Administration) of the WCL, or a misdemeanor under WCL §§125 (Job Description Prohibited Based on Prior Receipt of Benefits) and 125-a (Civil Enforcement) shall be

ineligible to submit a bid or be awarded any public work contract or subcontract with the State, any municipal corporation or public body for a period of five (5) years from such conviction.

- 9.5 The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Conservation Law (ECL) section 19-0323, to be used under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by New York State Department of Environmental Conservation. Qualification for a waiver under this law will be the responsibility of the Contractor.
- 9.6 During the term of this Contract, the Contractor agrees to report any observed or suspected illegal activity of its employees, agents or other third parties, to the Municipality, GOSR, the State Inspector General or other law enforcement agency. Failure to report criminal conduct associated with a contract awarded by the Municipality, shall be considered a material breach of this Contract and may provide grounds for disqualification of the subject Contractor or Subcontractor for award of future contracts. The Contractor shall include the provisions of this section in every subcontract, in such a manner that the provisions will be binding upon each Subcontractor as to work performed in connection with this Contract.

#### ARTICLE 10 – INSPECTION AND MATERIAL ACCEPTANCE

- 10.1 The Municipality will inspect and test the Work at reasonable times at the Site, unless the Municipality determines to make an inspection or test at the place of production, manufacture or shipment. Such inspection or test shall be conclusive as to whether the material and workmanship inspected or tested conforms to the requirements of the Contract. Such inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance. Conducting inspections or tests shall not diminish the Municipality the right to reject the completed Work. The Contractor shall, without charge, promptly correct any Work the Municipality determines does not conform to the Contract Documents unless in the public interest the Municipality consents to accept such Work with an appropriate adjustment in the Contract price. The Contractor shall promptly remove rejected material from the Premises.
- 10.2 If the Contractor does not promptly correct rejected Work including the Work of another contractor or Subcontractor destroyed or damaged by removal, replacement, or correction, the Municipal Representative may (1) correct such Work and charge the cost thereof to the Contractor; or (2) terminate the Contract in accordance with Article 15 of General Conditions.
- 10.3 The Contractor shall furnish promptly, without additional charge, all facilities, labor, material and equipment reasonably needed to perform in a safe and convenient manner such inspections and tests, as the Municipal Representative requires.
- 10.4 The Contractor shall keep the Municipal Representative informed of the progress of the Work and particularly when the Contractor intends to cover Work not yet inspected or tested. All inspection and tests by the Municipal Representative shall be performed in such manner as not to unreasonably delay the Work. The Contractor shall be charged with any

additional cost of inspection when the Work is not ready at the time specified by the Municipal Representative for inspection.

- 10.5 Should the Municipal Representative determine at any time before acceptance of the entire Work to examine Work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, materials and equipment to conduct such inspection, examination or test. If such Work is found to be defective or nonconforming in any material respect, the Contractor shall defray all the expenses of such examination and satisfactory reconstruction. If the Work is found to meet the requirements of the Contract Documents, the Municipal Representative shall compensate the Contractor for additional services involved in such examination and reconstruction. If completion of the Work has been delayed, the contractor may request a suitable extension of time.
- 10.6 No previous inspection or certificates of payment shall relieve the Contractor from the obligation to perform the Work in accordance with the Contract Documents.
- 10.7 The Contractor shall remedy all defects, and pay for the cost of any damage to other Work resulting therefrom, notice of which shall have been provided within a period of one year from the Physical Completion Date in accordance with the General Conditions.

#### ARTICLE 11 – CHANGE ORDERS

- 11.1 The Municipality may make changes by altering, adding to or deducting from the Work, and adjusting the Contract price accordingly. All changes to the Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the Order on Contract. Any change in the Contract sum or time for completion shall be adjusted prior to issuing the Order on Contract.
- 11.2 No written or oral instructions shall be construed as directing a change in the Work unless in the form of an Order of Contract signed by the Municipality and the Contractor. The Order of Contract shall describe or enumerate the Work to be performed and state the price to be added to or deducted from the Contract sum. If the extent or cost of the Work is not determinable until after the changed Work is performed, the Order on Contract shall specify the method for determining the cost and extent of the changed Work when completed. If the Contractor disagrees as to any element of the Order on Contract, the Contractor shall indicate the disagreement in writing on the face of the Order on Contract and promptly proceed in accordance with the Order on Contract.
- 11.3 If the Contractor is directed to perform Work for which the Contractor believes he or she is entitled to an Order of Contract, the Contractor shall give the Municipal Representative prompt written notice and await instructions before proceeding to execute such Work. The Municipal Representative may order the Contractor to execute the Work and proceed under the Disputes Clause.
- 11.4 The value of any Order of Contract shall be determined by one or more of the following methods:
  - (a) By acceptance of prices negotiated or established based on estimated cost plus overhead and profit as applicable.

- (b) By Prices specifically named in the Technical Specifications or Bid Form.
  - (c) By acceptance of agreed unit prices based on estimated cost plus overhead and profit as applicable.
  - (d) By estimate of the actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.
  - (e) By actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.
  - (f) By estimate of the value as deducible from the approved detailed estimate.
- 11.5 Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and materials as defined by paragraph 11.6. Overhead shall be considered to include, but not limited to insurance (other than as mentioned in paragraph 11.6) bond or bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expenses, etc.
- 11.6 Actual cost of labor and material shall be defined as the amount paid for the following costs, to the extent determined reasonable and necessary:
- (a) Cost of materials delivered to the job site for incorporation into the Contract Work. The value of any material removed and disposed of by the Contractor shall be a credit to the Municipality.
  - (b) Wages paid to workers and foreman and wage supplements paid to labor organizations in accordance with current labor agreements.
  - (c) Premiums or taxes paid by the Contractor for Worker's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.
  - (d) Sales taxes paid as required by law.
  - (e) Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Municipal Representative.
    - i. Rented equipment will be paid for at the actual rental cost.
    - ii. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost.
    - iii. When, in the opinion of the Contractor, and as approved by the Municipal Representative, suitable equipment is not available on the site, the moving of said equipment to and from the site will be paid for at actual cost.
    - iv. Self-owned equipment, including equipment rented from controlled or affiliated companies. The rate on self-owned equipment used for periods of under five (5) days will be an hourly rate established by taking any published rate which is mutually acceptable to the Contractor and the Municipal Representative and determining an hourly rate on the basis of twenty-two (22) days per month and eight hours per day. Equipment used for periods of five (5) days or more will be billed at a rate equal to



forty-five percent (45%) of the monthly rate. In the alternative, the Municipal Representative may approve for reimbursement a rate representing the allocable costs of ownership.

- 11.7 Regardless of the method used to determine the value of any Order of Contract, the Contractor will be required to submit evidence satisfactory to the Municipal Representative to substantiate each and every item that constitutes his or her proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the two following paragraphs.
- 11.8 If the work is done directly by the Contractor, overhead in an amount of ten percent (10%) may be added if method (a), (c), (d) or (e) is used, and to the cost of the labor and materials plus overhead there may be added ten percent (10%) for profit. The percentages for overhead and profit may vary accordingly to the nature, extent and complexity of the Work involved, but in no case shall exceed the percentages set forth in this paragraph and in paragraph 11.9. No percentages for overhead and profit will be allowed on payroll taxes or on the premium portion of overhead pay.
- 11.9 If the Work is done by a subcontractor, subcontractor's overhead in the amount of five percent (5%) may be added to the cost of labor and materials if method (a), (c), (d), and (e) is used and to the cost of labor and materials plus overhead there may be added ten percent (10%) for the subcontractor's profit. No percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay. However, to the extent that the aggregate dollar value of Orders on Contract exceeds \$75,000, the ten percent (10%) overhead applied to total costs of labor and materials incurred by the prime Contractor shall be reduced to five percent (5%). In addition, on all individual Orders of Contract in excess of \$75,000, the overhead shall be no more than five percent (5%) of the total actual cost of labor and materials incurred by the Contractor, and the combined Contractor's overhead and profit allowance applied to subcontract billings shall be no more than five percent (5%).
- 11.10 The Municipal Representative shall determine by which of the foregoing methods of value of any changes shall be computed.
- 11.11 In computing the value of an Order on Contract which involved additions and deductions of Work and the added Work exceeds the omitted Work, overhead and profit shall be computed on the amount by which the cost of additional labor material exceeds the cost of the omitted labor and material, except no additional overhead and profit shall be allowed on value of work determined by method (b).
- 11.12 In computing the value of an Order of Contract which involves deductions and additions of Work and the omitted work exceeds the added Work, the Contractor will be allowed to retain the overhead and profit on the amount by which the omitted Work exceeds the added Work, except that no overhead and profit shall be retained on value of Work determined by method (b).
- 11.13 The Contractor may retain overhead and profit on an Order of Contract which involved deductions only, except that no overhead and profit shall be considered on value of Work determined by method (b).

## ARTICLE 12 – SITE CONDITIONS

- 12.1 If the Contractor encounters subsurface or other latent physical conditions at the Site which differ substantially from those shown, described or indicated in such information provided in the Contract Documents or from any information which is a public record and which subsurface or other latent physical condition could not have been reasonably anticipated from that information or from the Contractor's own inspection and examination of the Site, the Contractor shall give immediate written notice to the Municipal Representative before any such condition is disturbed. The Municipal Representative shall promptly investigate and, if it is determined that the conditions substantially differ from those that should have been reasonably anticipated, shall make such changes in the Contract Documents as may be required. If necessary, the Contract sum and completion date shall be adjusted by Change Order, to reflect any increase or decrease in the cost of, or time required for, performance of the Contract.
- 12.2 The Contractor shall protect trees, shrubbery and other natural features or structures within the Premises from being cut, trimmed, or injured, unless directed by the Municipal Representative for preparing the Site for the Work. The Contractor shall prevent employees from tramping in the shrubbery and vehicles from being driven through wooded lands. When necessary, the Contractor shall protect trees adjacent to the premises in a matter satisfactory to the Municipal Representative.
- 12.3 The Contractor shall provide and replant at its own expense trees, shrubbery, and other natural features destroyed or damaged. The Contractor shall conduct its operations within the Premises as directed by the Municipal Representative.

#### ARTICLE 13 – SUSPENSION OF WORK

- 13.1 Suspension of Work: The Municipal Representative may order the Contractor in writing to suspend, delay, or interrupt performance of all or any part of the Work for a reasonable period of time as the Municipal Representative, in his or her sole discretion, may determine ("Suspension Order"). The order shall contain the reason or reasons for issuance that may include but shall not be limited to the following: latent field conditions, substantial program revisions, civil unrest, and acts of God.
  - 13.1.1 Upon receipt of a Suspension Order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.
  - 13.1.2 The Contractor specifically agrees that a suspension, interruption or delay of the performance of the Work pursuant to this Article shall not increase the cost of performance of the Work of this Contract.
  - 13.1.3 A Suspension Order issued by the Municipal Representative pursuant to this Article shall have duration not to exceed thirty (30) days. If the Contractor is not directed to resume performance of the Work affected by said Suspension Order prior to the expiration of thirty (30) days, the Contract may be terminated for the convenience of the Municipality and the Contractor shall be reimbursed as provided by Article 15.
- 13.2 Stop Work Orders: If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the

Work in such a way that the completed Work will conform to the Contract Documents, the Municipal Representative may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Municipal Representative to stop the Work shall not give rise to any duty on the part of the Municipal Representative to exercise this right for the benefit of Contractor or any other party.

13.2.1 Contractor shall bear all direct, indirect and consequential costs of such order to Contractor to stop Work including but not limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by the Municipality due to delays to others performing work under a separate contract with the Municipal Representative, and other contractual obligations, and Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to any extension of contract time or recovery of any delay damages due to the order to stop Work.

13.2.2 In the event that Contractor fails to pay such costs within thirty (30) days after receipt of an invoice from the Municipality, a Change Order or proposed Change Order may be issued incorporating the unpaid amount as an appropriate reduction in the Contract Price. If the parties are unable to agree as to the amount thereof, the Contractor may make a claim therefore as provided in Article 11 of the General Conditions.

#### ARTICLE 14 – TIME OF COMPLETION AND TERMINATION FOR CAUSE

14.1 All time limits set forth in this Contract are of the essence. Failure by the Contractor to meet with the Contract deadlines shall be cause for the Municipality to assess Liquidated Damages.

14.2 Termination for Cause. In addition to all other rights of termination provided by law and in this Contract, if any one or more of the following events shall occur, that is to say:

14.2.1 If Contractor commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

14.2.2 If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

14.2.3 If Contractor makes a general assignment for the benefit of creditors;

14.2.4 If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

14.2.5 If Contractor admits in writing an inability to pay its debts generally as they

become due;

- 14.2.6 If Contractor fails to perform the Work in accordance with the Contract Documents, including, but not limited to, failure to supply sufficient skilled workers, or suitable materials or equipment, or failure to adhere to the progress schedule established under Article 5.1 as revised from time to time or failure to submit an updated schedule as required by Article 5.2;
  - 14.2.7 If Contractor disregards the authority of the Municipal Representative; or
  - 14.2.8 If Contractor filed certification in accordance with New York State Finance Law § 139-k which was intentionally false or intentionally incomplete.
- 14.3 If in the judgment of the Municipal Representative, the Contractor fails or refuses to prosecute the Work in accordance with the Contract, or fails to complete the Work within the time provided by the Contract, the Municipal Representative may terminate the Contract by written notice to the Contractor in the manner set forth in Article 28.2 herein and to the Surety in the manner set forth in the Performance Bond. In such event, the Municipal Representative shall direct the Surety to complete the Work. If the Surety fails or refuses to complete the Work, the Municipal Representative may take over the Work and prosecute it to completion by contract publicly let or otherwise, and may take possession of and utilize in completing the Work, such of the Contractor's materials, equipment and plant as may be on the Site of the Work. Whether or not the right to terminate is exercised, the Contractor and the Surety shall be liable for any damage to the Municipality resulting from the Contractor's failure or refusal to complete the Work in accordance with the Contract or his or her failure to complete the Work within the time provided by the Contract.
- 14.4 If the Municipal Representative terminates the Contract for failure to prosecute the Work, in addition to any damages provided for by law, the delay shall occasion the payment of damages by Contractor which shall consist of Liquidated Damages until the Work is physically completed, plus any increased costs the Municipality incurs in completing the Work.
- 14.5 The Contract shall not be so terminated nor the Contractor charged with resulting damage if:
- (a) The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of a contract with the Municipality, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and
  - (b) The Contractor shall notify the Municipal Representative in writing of the causes of delay within ten (10) days from when the Contractor knew or ought to have known of any such delay.
- 14.6 The Municipal Representative will ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the Municipal Representative's judgment, the findings of fact justify such an extension, and his or her findings of fact shall be final and

conclusive on the parties, subject only to appeal as provided in these General Conditions.

- 14.7 If after notice of termination of the Contract, it is determined for any reason that the Contractor was not in default or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.
- 14.8 The rights and remedies of the Municipality provided in this clause are in addition to any other rights and remedies provided by law or under this Contract, provided that damages for delay incurred by the Contractor shall be as specified in Articles 14.3 and 14.4.
- 14.9 The Municipality 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 §139-k was intentionally false or intentionally incomplete. Upon such finding, the Municipality may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.
- 14.10 Liquidated Damages: The work represented in this Contract is part of a comprehensive program, undertaken by the Municipality on behalf of GOSR and the State of New York in the belief that the expenditures are justified by the benefits which accrue to the public. If the public does not get the full and complete use of facilities for which the expenditures are made, a resulting financial loss cannot be exactly computed. Accordingly, a deduction, indicated below or in the Notice to Bidders, will be made from the Contract price for every calendar day after the completion date specified in the Contract Documents for which the Contract is not completed in every detail. Said sum, because of the difficulty in determining accurately the loss to the Municipality, is hereby fixed and agreed as the Liquidated Damages that the Municipality will suffer by reason of such delay, and not as a penalty; such Liquidated Damages, as defined for this Project, are understood and agreed to be the actual cost of all extra inspection, salaries of contingent force, and other engineering expenses entailed upon the Municipality as a result of such delay. The Liquidated Damages set forth herein apply only to a delay in completion of the Project and in no way are such damages to be interpreted as being the Municipality's exclusive remedy under the Contract or in Law.
- 14.11 Contractor Responsibility:
- (a) Contractor shall at all times during the contract term remain a responsible vendor. Contractor agrees, if requested by the Municipality or GOSR, to present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance and organizational and financial capacity to carry out the terms of this contract.
  - (b) The Municipality reserves the right to suspend any or all activities under this contract, at any time, when the Municipality discovers information that calls into question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Contractual activities may resume at such time as the Municipality issues a written notice authorizing resumption of

contractual activities.

- (c) Notwithstanding the provision of Article 14 of the contract pertaining to Termination and Revocation, upon written notice to Contractor and a reasonable opportunity to be heard with appropriate Municipality staff, this contract may be terminated by the Municipality at Contractor's expense where Contractor is determined by the Municipality to be non-responsible. In such event, the Municipality may pursue available legal or equitable remedies for breach.

#### ARTICLE 15 – TERMINATION OF CONTRACTOR'S EMPLOYMENT FOR THE CONVENIENCE OF THE MUNICIPALITY

15.1 The Municipal Representative may terminate this Contract whenever in the Municipal Representative's judgment the public interest so requires by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from such termination. The Municipality shall pay the Contractor the sum of:

- (a) The costs actually incurred up to the effective date of such termination,
- (b) The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of Work under this Contract, which amounts shall be included in the cost on account of which payment is made under (a) above, and
- (c) The rate of profit and overhead on (a) and (b). If the Contractor would have sustained a documentable loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

15.2 In no event shall the Contractor's compensation exceed the total Contract amount.

15.3 The amount of progress payments made to the Contractor prior to the date of termination was effective shall not be conclusive evidence of costs incurred, but progress payments shall be offset against any payment which the Municipality makes to the Contractor as a result of such termination.

#### ARTICLE 16 – DISPUTES

16.1 The Contractor shall submit any dispute relating to the performance of this Contract to the Municipal Representative, who shall reduce his or her decision to writing and furnish a copy thereof to the Contractor. The Contractor shall submit the matter in dispute to the Municipal Representative in writing no more than fifteen (15) days after he or she knew or should have

known of the facts which are the basis of the dispute. The decision of the Municipal Representative shall be final and conclusive unless within twenty (20) days from the date of receipt of the decision, the Contractor serves upon the Municipal Representative a written appeal by certified mail.

Upon appeal, the decision of the Municipal Representative shall be final and conclusive unless the decision is fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding held pursuant to this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his or her appeal. Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Municipal Representative's decision. Nothing in this Contract shall be construed as making final the decision of any administrative official upon a question of law.

#### ARTICLE 17 – STATUTORY REQUIREMENTS FOR THE UTILIZATIONS OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

17.1 The Contractor shall make a good faith effort to solicit active participation in the Work by enterprises identified in the directory of certified businesses obtainable from the Division of Minority and Women's Business Development, New York State Department of Economic Development in accordance with Part II, Section 6 of the Supplementary Conditions.

#### ARTICLE 18 – SUBCONTRACTS

18.1 Before any part of the Contract shall be sublet, the Contractor shall submit to the Municipal Representative in writing the name of each proposed Subcontractor and supplier and obtain the Municipal Representative's written consent to such Subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed Subcontractor by the Municipal Representative without causing delay in the work of the Project.

18.2 If the value of the Subcontract is \$10,000 or more, the Contractor shall promptly furnish a "NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)" for each Subcontractor and receive approval of the same prior to delivery of materials or performance of work from this Subcontractor.

18.3 The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the Contract. Each Contractor shall control and coordinate the work of his or her Subcontractors.

18.4 The Contractor shall be responsible for informing the Subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the General Conditions and the Technical Specifications.

#### ARTICLE 19 - COORDINATION OF SEPARATE CONTRACTS (WICKS PROJECTS)

19.1 The Municipality may award other contracts related to the Work. In that event, the General Conditions

Contractor shall coordinate his or her work with the Work of other contractors in such manner as the Municipality may direct. All contractors shall exchange working drawings, examine them and report any interferences or objections to the Municipal Representative, in order to avoid delays. Each contractor shall control and coordinate the work of his or her Subcontractors, if any. The Municipality shall approve or require the modification of the work schedules of all contractors to the end that the Project may be progressed as expeditiously as the case permits.

- 19.2 If any part of the Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Municipal Representative any defects in such work. The failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work.
- 19.3 The Municipal Representative shall issue appropriate directions and take such other measure to coordinate and progress the Work as may be reserved to the Municipality in the Contract, and which an ordinarily reasonable project owner in similar circumstances would be expected to take. However, the Municipality shall not be liable for mere errors in judgment as to the best course of action to adopt among the alternatives available in any given instance.
- 19.4 The award of more than one contract for the Project requires sequential or otherwise interrelated contractor operations, and will involve inherent coordination in the progress of any individual contractor's work. Accordingly, the Municipality cannot guarantee the unimpeded operations of any contractor. The Contractor acknowledges these conditions, and understands that he or she shall bear the risk of all ordinary delays caused by the presence or operations of other contractors engaged upon the project, and ordinary delays attendant upon any Municipality approved construction schedule. Should a contractor sustain damage through any act or omission of any other contractor, the contractor shall have no claim against the Municipality.
- 19.5 The Municipality shall not be liable for ordinary delays in any case nor for extraordinary delays that occur due to any contractor's failure to comply with directions of the Municipality or because of the neglect, failure or inability of any contractor to perform his or her work efficiently.
- 19.6 Any claim for extraordinary delay caused by an allegedly unreasonable or arbitrary act, or failure to act, by the Municipal Representative in the exercise of his or her responsibility for supervision and coordination of the Work, shall be waived, released and discharged unless the Contractor whose work is impeded or delayed thereby, shall give notice in writing to the Municipal Representative as promptly as possible and in sufficient time to permit the Municipal Representative to investigate appropriate instructions.
- 19.7 The neglect or refusal of a Contractor to comply with supervisory directions issued by the Municipal Representative pursuant to his or her responsibility for supervision of the Work shall constitute a failure to progress the work diligently in accordance with the Contract requirements and shall justify withholding payments otherwise due, or termination of the Contract as detailed in Article 15.
- 19.8 The Contractor shall indemnify the Municipality for damages recovered against the Municipality by another contractor to the extent that any such claim or judgment is the



proximate cause of the Contractor's failure to progress the work in accordance with Contract requirements.

## ARTICLE 20 – RESPONSIBILITY FOR DAMAGE AND INDEMNIFICATION

- 20.1 The Contractor shall faithfully perform and complete all of the work required by the Contract, and has full responsibility for the following risks:
- (a) Loss or damage, direct or indirect; to the Work including the building or structure in which the Work is being performed, or any other construction in progress, whether being performed by any other contractor or by the Municipality, or to any plant, equipment, tools, materials or property furnished, used, installed, or received by the Municipal Representative under this Contract or any other contract. The Contractor shall bear all such risk of loss or damage, until all of the Work covered by the Contract has been finally accepted. In the event of such loss or damage, the Contractor shall forthwith repair, replace, and make good any such loss or damage without additional costs.
  - (b) Injury to persons (including death resulting therefrom), or damage to property caused by an occurrence arising out of the performance of this Contract for which the Contractor may be liable under any theory of law.
- 20.2 Contractor assumes all risks in the performance of all activities authorized by this Contract and agrees to defend, indemnify and hold harmless the State of New York, GOSR, the Municipality, their officers, employees, agents and assigns (hereinafter, collectively the “Indemnitees”) from and against any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, caused or contributed to by Contractor and Contractor’s sub-contractors, vendors, material suppliers, employees, agents, invitees and guests, and/or arising out of Contractor’s conduct and/or Contractor’s performance pursuant to this Contract, provided however that Contractor’s indemnity shall not extend to any claims, liabilities, losses, damages, expenses, accidents or occurrences arising out of, relating to, or in connection with: (i) the negligence of any Indemnitee; or (ii) the Indemnitees’ ordinary upkeep and maintenance of grounds and facilities outside of the Premises. Contractor shall defend at its sole cost and expense any action commenced for the purpose of asserting any claim of whatsoever character arising out of this Contract. Contractor’s responsibility under this section shall not be limited to the required or available insurance coverage.
- 20.3 For all purposes hereunder, the Municipality, GOSR and the State shall not be liable for any injury, loss or damage to Contractor, its agents, servants, sub-contractors, vendors, invitees and guests, or to any person happening on, in or about the Premises or its appurtenances, nor for any injury or damage to the Premises or to any property belonging to Contractor or to any other person, that may be caused by fire, theft, breakage, vandalism or any other use or misuse or abuse of any portion of the Premises, including but not limited to any common areas, sidewalks, roads, or water in or adjacent to the Premises, or that may arise from any other cause whatsoever, unless, and only to the extent of the proportion of which any such injury, loss or damage is determined to be caused by the negligence of the Municipality, GOSR or the State, respectively.
- 20.4 The Municipality, GOSR and the State shall not be liable to Contractor, its agents,

contractors, vendors, invitees and guests, or any other person, for any failure of water supply, gas supply or electric current, nor for any injury or damage to any property of Contractor or any other person or to the Premises, caused by or resulting from spill or release of gasoline, oil, steam, gas, or electricity, or caused by leakage of any substance from pipes, appliances, sewers or plumbing works, or caused by hurricane, flood, tornado, wind or similar storm or disturbance, or caused by water, rain or snow that may leak or flow from the street, sewers or subsurface areas, or from any part of the Premises or any body of water within or adjacent to the Premises, or caused by any public or quasi-public work, unless, and only to the extent of the proportion by which any such injury, loss or damage is determined to be caused by the negligence of the Municipality, GOSR or the State, respectively.

- 20.5 The Municipality or the State may retain such monies from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the Municipality or the State, respectively. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the Municipality to retain the whole or any part of such monies due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, Subcontractor, the Municipality, GOSR or the State.
- 20.6 The Contractor agrees to make no claim for damages in the performance of the Contract occasioned by any act or omission to act of the Municipality or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work as provided herein.
- 20.7 The Contractor shall not create or cause to be created any lien, encumbrance or charge upon the Premises, the Municipality or any part thereof. If any mechanics, laborers or similar statutory or common law lien (including tax liens, provided that the underlying tax is an obligation of Contractor by law or by a provision of this Contract) caused or created by Contractor is filed against the Premises, or if any public improvement lien created or caused to be created by Contractor is filed against any assets of, or funds appropriated by the Municipality, then Contractor shall, within forty-five (45) days after receipt of notice of the lien, cause it to be vacated or discharged of record by payment, deposit, bond, court order, or otherwise. However, Contractor shall not be required to discharge any such lien if Contractor shall have: (i) furnished the Municipality with, at Contractor's option, a cash deposit, bond, letter of credit (from an institutional lender in a form satisfactory to the Municipality), or other security reasonably satisfactory to the Municipality in an amount sufficient to discharge the lien and all applicable interest, penalties and/or costs; and (ii) brought an appropriate legal proceeding to discharge the lien and is prosecuting such proceeding with diligence and continuity; except that if despite Contractor's efforts to discharge the lien the Municipality reasonably believes the lien is about to be foreclosed and so notifies Contractor, Contractor shall immediately cause such lien to be discharged of record or the Municipality may use the security furnished by Contractor in order to discharge the lien.

## ARTICLE 21 - INSURANCE

### 21.1 General Requirements

- (a) Insurance coverage shall be provided only by an insurance carrier rated A-, Class VII or better throughout the term of this Contract. Such carrier shall be duly licensed in the State of New York.
- (b) All insurance policies and certificates shall include the following provision: “Consistent with the requirements of Contract Documents, the State of New York, the State of New York Housing Trust Fund Corporation and the **ESSEX COUNTY** is an additional insured”. Simply designating the State or Municipality as a “certificate holder” shall not constitute compliance with this section.
- (c) All insurance coverage shall be written such that the Municipal Representative is afforded at least thirty (30) days prior notice of cancellation of any insurance. No policy shall be changed by endorsement without the knowledge and consent of the Municipal Representative, and, in particular, any notice of cancellation by the insurer shall not be effective until thirty (30) days after the said notice is actually received by the Municipal Representative. Any notice shall be addressed to the Municipal Representative and shall be mailed via certified or registered mail and copied to the Municipality as set forth in Article 28.2.
- (d) Before commencing the Work, the Contractor shall furnish to the Municipal Representative a certificate or certificates of insurance showing that the Contractor has complied with this clause. In addition, for policies expiring on a fixed date before final acceptance, certificates of insurance showing their renewal must be filed not less than thirty (30) days before such expiration date.
- (e) Contractor shall notify the Municipality of any accidents and/or claims, including without limitation accidents or claims involving bodily injury, death or property damage, arising on or within the Premises. Such notice shall be provided in writing as soon as practicable, however in any event within five (5) days of Contractor’s receipt of notice of the accident or claim.

21.2 Liability Insurance

- (a) Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Contract (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:
  - i. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Construction Contract Value	Commercial General Liability in combination with Excess (Umbrella) Liability	
	Each Occurrence	General Aggregate
< \$10M	\$2,000,000	\$2,000,000
>\$10M - \$50M	\$5,000,000	\$5,000,000
>\$50M	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense

outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Municipality shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- ii. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
  - iii. Professional Liability. If the Contractor is engaged in providing professional services under this Contract, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Contract, this professional errors and omissions coverage is not required.
- (b) In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.
  - (c) All insurance shall be primary and non-contributory and shall waive subrogation against New York State, New York State Housing Trust Fund Corporation and the Municipality and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without advance written approval by the Municipality, which the Municipality may withhold, condition or deny in its sole and exclusive discretion.
  - (d) The Contractor shall provide Certificates of Insurance to the Municipality prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Contract shall be required to maintain insurance meeting all of the requirements set forth in Section (a) above for items (i)-(iii); however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (A) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (B) reasonable and customary in the industry for similar work or services to those anticipated hereunder.

### 21.3 Builder's Risk Insurance.

- (a) The Contractor shall maintain builder's risk insurance for the completed value of the Contract on the All Risk Form. Builder's Risk insurance applies only to contracts that involve buildings or structures being constructed, erected or fabricated.
- (b) In case the Municipality shall occupy all or any part of any building or buildings

included in the Contract prior to the issuance of the final certificate of occupancy, the Contractor shall notify the fire insurance company or companies. Such occupancy by the Municipality shall not require consent of the insurer nor shall the insurer require any rate adjustment as a result of such occupancy.

- 21.4 Worker's Compensation. Proof of Compliance with Workers' Compensation Coverage Requirements: An ACORD form is NOT acceptable proof of workers' compensation coverage. Contractor shall provide to the Municipality one of the following forms for itself and any subcontractor prior to award:

**Form CE-200**, Certificate of Attestation for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required.

**Form C-105.2 (9/07)** if coverage is provided by the contractor's insurance carrier, contractor must request its carrier to send this form to the Municipality, or

**Form U-26.3** if coverage is provided by the State Insurance Fund, contractor must request this be sent to the Municipality

**Form SI-12** Certificate of Workers' Compensation Self-Insurance

**Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self Insurance

In accordance with New York General Municipal Law § 108, this Contract shall be void and of no effect unless the Contractor secures compensation for the benefit of, and keeps insured during the life of the Contract, employees engaged on the Project, in compliance with the provisions of the New York Workers' Compensation law.

- 21.5 Disability Benefits. Proof of Compliance with Disability Benefits Coverage Requirements: An ACORD is NOT acceptable proof of disability benefits coverage. Contractor shall provide to the Municipality one of the following forms for itself and any subcontractor prior to award:

**Form CE-200**, Certificate of Attestation for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required.

**Form DB-120.1**, Certificate of Disability Benefits Insurance

**Form DB-155**, Certificate of Disability Benefits Self Insurance

## ARTICLE 22 - OCCUPANCY PRIOR TO COMPLETION AND ACCEPTANCE

22.1 The Municipality shall have the right to take possession of or use any completed or partially completed portion of the Work. Written notice of such possession shall be given to the Contractor by the Municipal Representative. The notice shall identify the date when such possession shall commence and the area, equipment or system involved. Written notice shall also be given to the Contractor for any cessation of such possession by the Municipality. Such possession or use shall not be deemed an acceptance of any Work. While the Municipality is in such possession, the Contractor, notwithstanding the provisions of Article 20 of the Contract,

shall be relieved of the responsibility for the risk of loss or damage to the Work except for that resulting from the Contractor's fault or negligence. If such possession or use by the Municipality delays the progress of the Work or causes additional expense to the Contractor, an adjustment in the Contract price and/or the time of completion shall be made and the Contract modified in writing accordingly. The provisions relating to an adjustment in the Contract price or the time of completion contained in this paragraph shall not apply to occupancy or possession after Substantial Completion.

## ARTICLE 23 – PAYMENT

- 23.1 The Contractor may submit monthly payment applications, or more frequently if permitted by making a request in writing to the Municipal Representative, a requisition for a progress payment for Work performed and materials furnished to the date of the requisition, less any amount previously paid to the Contractor. Except as otherwise provided by this Contract, the Municipality shall approve and pay the requisition for the progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged and less any amount authorized by law or Contract to be retained. The requisition shall be in such form and supported by such evidence and backup documentation as the Municipal Representative may require.
- 23.2 The Contractor agrees that, if the Contract Documents for this Contract includes Performance and Payment Bonds, the Municipality shall retain five percent (5%) of the amount of each progress payment in accordance with Section 139-f of the State Finance Law. The Contractor further agrees that, if the Contract Documents for this Contract do not include Performance and Payment Bonds, the Municipality shall retain ten percent (10%) of the amount of each progress payment in accordance with Section 139-f of the State Finance Law.
- 23.3 All requisitions for payments shall be submitted to the Municipal Representative. The Municipal Representative shall notify the Contractor of any defect in any requisition within **twenty (20) days** of the receipt of such requisition and shall complete the review and audit of each complete requisition within **forty-five (45) days** of receipt thereof.
- 23.4 The Municipality may refuse to approve the requisition or a portion thereof if in the Municipal Representative's or Municipality's judgment the Contractor is failing or refusing to prosecute the Work in accordance with the Contract.
- 23.5 Payment may be made for approved materials not yet incorporated in the Work in accordance with the Schedule of Values and Section 139(f) of the State Finance Law. Requisitions, which require payment for materials, shall be accompanied by a notarized statement certifying that the materials for which payment is requisitioned are the Contractor's property and have been suitably stored and insured. The Contractor shall provide such evidence of the value of the material stored as the Municipal Representative may reasonably require. The Contractor shall have full continuing responsibility to insure and protect such materials and maintain them in proper condition to fulfill Contract requirements when installed.
- 23.6 When the Work is substantially completed, the Contractor shall submit to the Municipal Representative a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition the Municipality shall, except as otherwise provided by

this Contract, approve and pay the remaining amount of the Contract balance less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of Work are satisfactorily completed or corrected, the Municipality shall approve, upon receipt of a requisition, for these remaining items less an amount necessary to satisfy any claims, liens or judgments against the Contractor, which have not been suitably discharged.

- 23.7 The final payment will not be issued until all the labor and material required by the Contract has been furnished and completed, all disputes relating to the performance of the Contract considered and disposed of and all accounts for extra work and materials and allowances for omissions have been rendered and considered.
- 23.8 The final payment will constitute the acceptance of the Work by the Municipality except as to Work thereafter found to be defective. The date of such certificate shall be regarded as the date of acceptance of the Work.
- 23.9 No payment will be made to a foreign Contractor until the Contractor furnishes satisfactory proof that he or she has paid all taxes required of foreign Contractors under the provisions of the Tax Law. A foreign Contractor as used in this paragraph shall mean a Contractor denominated "foreign" by the Tax Law.
- 23.10 Acceptance by the Contractor, or by anyone claiming by or through him or her, of the final payment shall constitute and operate as a release to the Municipality from any and all claims of any liability to the Contractor for anything theretofore done or furnished for or relating to or arising out of the work done thereunder, and for any prior act, neglect, or default on the part of the Municipality or any of its officers, agents, or employees unless the Contractor serves a detailed and verified statement of claim upon the Municipality not later than forty (40) days after the mailing of such final payment. Such statement shall specify the items and details upon which the claim will be based and any such claim shall be limited to such items. Should the Contractor refuse to accept the final payment as tendered by the Municipality, it shall constitute a waiver of any right to interest thereon.
- 23.11 The Contractor is advised that consistent with Subdivision 3-a, of Section 220 of the Labor Law, the filing of certified payroll records is a condition precedent to payment of any sums due and owing to any person performing work on this project. The failure to file pursuant to this section will result in a payment delay until the filing occurs.
- 23.12 The Contractor acknowledges that it shall not receive payment on any requests for payment unless the Contractor complies with the Municipality's electronic payment deposit procedures. Payments requested by the Contractor shall only be facilitated via electronic deposit, except where the Municipality has expressly authorized payment by paper check.

#### ARTICLE 24 – AUDITS AND RECORDS

- 24.1 The Contractor shall maintain on the Site the original certified payrolls or certified transcripts thereof, subscribed and affirmed by the Contractor and all Subcontractors as true under the penalties of perjury, showing the hours and days worked by each worker, laborer or mechanic, the occupation at which he or she worked, the hourly wage rate paid and the supplements paid or provided. The Contractor shall maintain with the payrolls or

transcripts thereof, the statements signed by each worker pursuant to Article 25 of the General Conditions.

- 24.2 The Municipality, GOSR, the Comptroller and their representatives who are employees of the State shall have the right to examine all books, records, documents, and other data of the Contractor, any Subcontractor, materialmen or suppliers relating to the bidding, pricing or performance of this Contract or any change or modification thereto for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data submitted. This right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted along with the computations and projections used therein.
- 24.3 The above materials shall be made available at the office of the Contractor, Subcontractors, materialmen or suppliers at all reasonable times for inspection, audit or reproduction until the expiration of six (6) years from the date of the final certificate for the Contract.
- 24.4 If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for a period of six (6) years from the date of any resulting final settlement.
- 24.5 Records that relate to the Disputes Clause of this Contract or litigation or the settlement of claims arising out of the performance of this Contract shall be made available until the disposal of such appeals, litigation or claims.
- 24.6 The Contractor shall insert a clause containing all of the provisions of Article 24 in all subcontracts or purchase orders issued hereunder.
- 24.7 The Contractor shall make available to the Municipality, upon written request, all records required to be kept by Article 3-A of the Lien Law. The failure to provide said records upon the receipt of the written request shall bar any recovery for claimed extra or additional costs under this Contract.

#### ARTICLE 25 – LABOR LAW AND PREVAILING WAGES NOTIFICATIONS PROVISIONS

- 25.1 In addition to any other provisions of this Contract in relation to prevailing wage rates, the Contractor shall be responsible for notifications mandated by law, rule or regulation.
- 25.2 The Contractor shall post, in a location designated by the Municipality, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this Project, a copy of all re-determinations of such schedules for the Project, all other notices required by law to be posted at the Site, the Department of Labor notice that this Project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the Municipality directs the Contractor to post. The Contractor shall provide a surface for such notices, which is satisfactory to the Municipality. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule that is damaged, defaced, illegible or removed for any reason. The Contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete.



- 25.3 The Contractor shall distribute to each worker for this Contract a notice, in a form provided by the Municipality, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of Contractor and all Subcontractors and all employees of suppliers entering the Site. Such notice shall be distributed to each worker in accordance with Labor Law 220 3-a.
- 25.4 In addition to the requirements of Appendix A, the Contractor is responsible for any additional costs related to new determinations of the wage rates. The annual determination of the prevailing rates of wages and supplements are usually published on May 31<sup>st</sup> of each year and are in effect July 1<sup>st</sup> through June 30<sup>th</sup>. New determinations shall supersede the original schedule or any prior issued annual determination. Any rate change from a previously issued determination becomes effective July 1<sup>st</sup>, regardless of whether the new determination has been received by the Contractor.
- 25.5 If this Agreement and all other agreements for this project exceed \$250,000.00, all workers must complete a ten-hour or more OSHA-approved construction safety and health course.
- 25.6 No worker, in the employ of the Contractor, all Subcontractors or other person doing or contracting to do the whole or any part of the Work contemplated by the Contract shall be permitted or required to work more than eight (8) hours in any one (1) calendar day and more than five (5) days in any one week, except in the extraordinary emergencies set forth in the Labor Law.
- 25.7 Pursuant to Labor Law, Section 220-e, the Contractor specifically agrees:
- a. That in the hiring of employees for the performance of Work under the Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, but limited to operation performed within the territorial limits of the State of New York, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates.
  - b. That no Contractor, Subcontractor, nor any person on behalf of such Contractor or Subcontractor shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the Contract on account of race, creed, color, disability, sex or national origin.

**ARTICLE 26 - STATUTORY REQUIREMENTS FOR RESTRICTIONS ON CONTACTS DURING THE PROCUREMENT PROCESS AND DISCLOSURE OF CONTACTS AND RESPONSIBILITY OF OFFERERS MISCELLANEOUS PROVISIONS**

- 26.1 New York State Finance Law §139-k requires that every procurement contract award subject to the provisions of State Finance Law §139-k or §139-j shall contain a certification by the Offerer that all information provided to the procuring governmental agency with respect to State Finance Law §139-k is complete, true and accurate. The Contractor shall provide that certification in his or her contract or agreement.
- 26.2 New York State Finance Law

- 26.2.1 New York State Finance Law § 139-k(2) requires the Municipality to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law § 163 (9). In accordance with State Finance Law § 139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law § 139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.
- 26.2.2 As part of its responsibility determination, State Finance Law § 139-k(3) mandates consideration of whether an Offerer fails to timely disclose or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of a procurement contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of performing the required Work within the necessary timeframe. The required forms to be completed by the Offerer must be submitted to the Municipality.

#### ARTICLE 27 – NO ASSIGNMENT

- 27.1 In accordance with the provisions of Section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Municipality.

#### ARTICLE 28 – MISCELLANEOUS PROVISIONS

- 28.1 Commencement of Actions: The time, as prescribed by law, within which an action on the contract against the Contractor must be commenced shall be computed from the date of completion of physical work. The Contractor shall notify the Municipality in writing that the physical work of the contract has been completed by specifying a completion date, which date shall be no more than thirty (30) days prior to the date of such notice. The completion date set forth in such notice shall be deemed the date of completion of the physical work unless the Municipality, within thirty (30) days of receipt of such notice, notifies the Contractor of a dispute in writing. Any notice pursuant to this paragraph shall be sent by the Contractor by Certified Mail and sent to the parties set forth in the Notice provision of this Article.
- 28.1.1 In the event that the Contractor fails to provide notice as set forth herein or the Municipality disputes the completion date in the manner provided for herein, the date of completion of the physical work shall be determined in any other manner provided by law.
- 28.1.2 Choice of Law/Damages: This Contract shall be governed and interpreted in

accordance with the laws of the State of New York. Any and all claims against the State, the Municipality, the Municipal Representative, employees, officers or agents arising out of this Contract shall be limited to money damages and commenced exclusively in, and subject to the jurisdiction of the New York State Court of Claims or any other court of competent jurisdiction located in Albany County, New York. Any such claim shall not be removed to federal court.

## 28.2 Notice

- (a) Unless otherwise indicated in these General Conditions, all notices permitted or required hereunder shall be in writing and shall be transmitted either:
- i. via certified or registered United States mail, return receipt requested;
  - ii. by facsimile transmission;
  - iii. by personal delivery;
  - iv. by expedited delivery service; or
  - v. by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

If to the Municipality:

**ESSEX COUNTY PUBLIC WORKS DEPARTMENT**  
8053 US RTE. 9  
ELIZABETHTOWN, NY 12932  
**Phone:** (518) 873-3739  
**Fax:** (518) 873-9195  
**E-Mail Address:** [jdougan@co.essex.ny.us](mailto:jdougan@co.essex.ny.us)

- (b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- (c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Contract by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Contract. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

- 28.3 Severability: If any provision, term or condition of this contract is held to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Contract and the remaining parts of this Contract shall be enforced as if the invalid, illegal or unenforceable provisions, terms or conditions

are not contained herein.

- 28.4 Integration Clause: This Contract shall not be materially amended, changed or otherwise modified except in writing signed by both parties. Except to the extent that documents are incorporated herein by reference, this Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Contract.
- 28.5 Signage: All construction sites must include a sign including all of the items required by applicable law, rule or regulation. All construction signs must also include the name of the project, the name of the Municipality, and a phone number for the public to call to obtain information about the project. This phone number will be maintained by the Municipality.

#### APPENDICES

The following appendices are attached hereto and hereby made a part of this agreement as if set forth fully herein:

- (a) Appendix A, Supplementary Conditions for Contracts;**
- (b) Appendix B, Supplemental Instructions to Bidders for Participation by MWBE;**
- (c) Appendix C, Federal Labor Standards Provision;**
- (d) Appendix D, Supplemental Essex County Terms & Conditions;**
- (e) Appendix E, Prevailing Wages;**
- (f) Appendix F, Iran Divestment Certification**
- (g) Appendix G, Geotechnical Report**
- (h) Appendix H, Permits / Approvals**
- (i) Appendix I, Construction Plans**

# **APPENDIX A**

## **SUPPLEMENTARY CONDITIONS FOR CONTRACTS**

## DEFINITIONS

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“GOSR”: Governor’s Office of Storm Recovery and its successors and assigns, as well as the Housing Trust Fund Corporation and its successors and assigns, and its parent entities and their successors and assigns.

“Subrecipient”: Essex County, NY

“Contractor”:

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When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “Subrecipient” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

## ORDER OF PRECEDENCE

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In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

- (1) Part I: Required Federal Provisions; then
- (2) Part II: Required State Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these Supplementary Conditions relates to a matter embraced by another provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient to GOSR, which shall decide the applicable question.

## **PART I: REQUIRED FEDERAL PROVISIONS**

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The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”).

### **GENERAL CONDITIONS**

- 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 2. STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
- 3. BREACH OF CONTRACT TERMS.** The Subrecipient and GOSR reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 4. REPORTING REQUIREMENTS.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient and GOSR. The Contractor shall cooperate with all Subrecipient and GOSR efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 CFR Part 200 and 24 C.F.R. § 570.507.
- 5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government, GOSR, and the Subrecipient in any resulting invention in accordance with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

**6. DEBARMENT, SUSPENSION, AND INELIGIBILITY.** The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424. The Contractor shall notify the Subrecipient and GOSR should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424.

**7. CONFLICTS OF INTEREST.** The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient any additional information necessary for the Subrecipient to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by GOSR, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

**8. SUBCONTRACTING.** The Contractor represents to the Subrecipient that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

**9. ASSIGNABILITY.** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subrecipient.

**10. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the Subrecipient, GOSR, and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

**11. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient, become the Subrecipient's property and the Contractor



shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the contract by the Contractor, and the Subrecipient may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient from the Contractor is determined.

**12. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).**

The Subrecipient may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Subrecipient as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**13. LOBBYING (Applicable to contracts exceeding \$100,000).** The Contractor certifies, to the best of his or her knowledge and belief, that:

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

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

**14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000).**

The Contractor shall comply with New York State bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**15. ACCESS TO RECORDS.** The Subrecipient, GOSR, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

**16. MAINTENANCE/RETENTION OF RECORDS.** Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the “Records”) (i) for three (3) years from the time of closeout of HUD’s grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 1 of the Required State Provisions herein is also satisfied.

### **CIVIL RIGHTS AND DIVERSITY PROVISIONS**

**17. SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** The Contractor will comply with the small and minority firms, women’s business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-

Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.** The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

**19. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990.** The Contractor shall comply with

section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.

**21. AGE DISCRIMINATION ACT OF 1975.** The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**22. NONDISCRIMINATION.**

The Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The Contractor shall comply with all other federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order

11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term “Construction Work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 CFR 60-4.3)**

1. As used in these specifications:
  - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
  - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. “Minority” includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or

through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each

Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with



other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of

requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**23. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000).** The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000).** The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;

6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  8. Activities sponsored by the Contractor including social or recreational programs; and
  9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (Applicable to contracts exceeding \$100,000 in value for housing construction, rehabilitation, or other public construction).**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. Irrespective of any applicable federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Subrecipient, of its Section 3 compliance efforts to Subrecipient. Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

**26. FAIR HOUSING ACT.** Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

### **LABOR PROVISIONS**

**27. COPELAND “ANTI-KICKBACK” ACT (Applicable to all construction or repair contracts).** Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers).** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

**29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation).**

The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_12586.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and GOSR for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by GOSR, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by GOSR pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

**ENVIRONMENTAL PROVISIONS**

**30. ENERGY EFFICIENCY.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**31. SOLID WASTE DISPOSAL.** Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**32. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.**

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. HUD criteria and standards at 24 C.F.R. Part 51;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);



- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- N. Runway Clear Zone regulations (24 C.F.R. Part 51);
- O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- P. Environmental Protection Agency (“EPA”) regulations at 40 C.F.R Part 50, as amended;
- Q. HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;
- R. HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;
- S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and
- T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 C.F.R. Part 58, which are HUD’s regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
  
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

## PART II: REQUIRED STATE PROVISIONS

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The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract.

**1. ACCOUNTING RECORDS.** The Contractor shall establish and maintain complete Records, including accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records, including all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the completion of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 16 of the Required Federal Provisions herein is also satisfied. The Subrecipient, GOSR, and any person or entity authorized to conduct an examination shall have access to the Records 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 term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR 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 Subrecipient and GOSR, 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 Subrecipient's or GOSR's right to discovery in any pending or future litigation.

**2. NON-ASSIGNABILITY.** This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.

**3. INDEMNITY.** The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

**4. NON-DISCRIMINATION.** 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 race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, pregnancy, religious practice, presence of a service animal, or criminal conviction. 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 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights (“Commissioner”), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Contractor will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual’s compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual’s status as an employee, because of such individual’s race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title, and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission (“EEOC”) shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

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 comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by Subrecipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

**5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, 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 Agency or Agencies, 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:

- A. 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 Subrecipient's 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- B. At the request of the Subrecipient or GOSR, 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 such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this 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.

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment

outside New York State. Subrecipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Subrecipient and GOSR 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, Subrecipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will 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.

**6. OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.** Contractor shall make a good faith effort to solicit active participation by enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote Subrecipient's obligation to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprises ("WBE").

Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

**7. PROPRIETARY INFORMATION.** All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Subrecipient. All original documents constituting Proprietary Information shall be delivered to the Subrecipient by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Subrecipient, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Subrecipient. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

**8. COPYRIGHT.** If this Agreement results in any copyrightable material or inventions, the Subrecipient, GOSR, and/or HUD reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

**9. ENVIRONMENTAL LAWS.** Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Additionally, Contractor shall comply with any and all conditions or requirements set forth in an environmental review performed pursuant to the State Environmental Quality Review Act.

**10. SECTION HEADINGS.** The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

**11. COUNTERPARTS.** This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

**12. GOVERNING LAW.** This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

**13. WORKERS' COMPENSATION.** 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.

**14. NO ARBITRATION.** Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**15. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor's actual receipt of process or upon the Subrecipient's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Subrecipient, in writing, of each and every change of address to which service of process can be made. Service of process by the Subrecipient to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**16. NON-COLLUSIVE BIDDING CERTIFICATION.** If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor.

**17. LOBBYING REFORM LAW DISCLOSURE.** If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Subrecipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Subrecipient may exercise their termination right by providing written notification to the Contractor.

**18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**19. GENERAL RESPONSIBILITY LANGUAGE.** The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by Subrecipient or GOSR, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Subrecipient may make certain determinations with respect to Contractor responsibility, wherein the Subrecipient determines whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Subrecipient against failed contracts. In making such a responsibility determination, the Subrecipient shall evaluate the Contractor's responsibility with respect to four factors: (i) financial and organizational capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

**20. SUSPENSION OF WORK (for Non-Responsibility).** The Subrecipient reserves the right to suspend any or all activities under this Contract, at any time, when the Subrecipient discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Subrecipient issues a written notice authorizing a resumption of performance under the Contract.

**21. TERMINATION (for Non-Responsibility).** Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Subrecipient staff, the Contract may be terminated by the Subrecipient at the Contractor's expense where the Contractor is determined by the Subrecipient to be non-responsible. In such event, the Subrecipient may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

**22. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or



extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Subrecipient.

During the term of the Contract, should the Subrecipient receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Subrecipient will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Subrecipient shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Subrecipient reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**PART III: INSURANCE**

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A. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

- a. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Contract Value	Commercial General Liability in combination with Excess (Umbrella) Liability	
	Each Occurrence	General Aggregate
< \$10M	\$2,000,000	\$2,000,000
>\$10M - \$50M	\$5,000,000	\$5,000,000
>\$50M	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker’s Compensation. Covering workers’ compensation and employers’ liability and disability benefits as required by the State of New York.

B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.

C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without

advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

- D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.
- F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.

## PART IV: REPORTING

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**Elation Systems, Inc.** is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor's Office of Storm Recovery (GOSR) has adopted this web-based compliance management system to help all of its Contractors, Subrecipients, and Subrecipient's Contractors receiving federal funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 reporting requirements.

Contractors, Subrecipients, and Subrecipient's Contractors must comply with instructions from GOSR on how and when to meet all reporting requirements, and how to utilize Elation to satisfy those requirements.

To this end, all Contractors, Subrecipients, and Subrecipient's Contractors must register with Elation Systems and attend an online training on the use of this tool. GOSR offers a series of virtual training events. GOSR requires all parties receiving federal funds through GOSR programs to use the Elation Systems application to make reporting requirements easier, faster and simpler to complete.

Prior to participating in training, it is necessary to create an Elation account. An account may be created at <https://www.elationsys.com/app/Registration/>.

Questions related to reporting requirements should be directed to GOSR's Monitoring and Compliance team at [stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov](mailto:stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov).



## NY RISING COMMUNITY RECONSTRUCTION PROGRAM REQUIREMENTS

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All projects funded through GOSR are required to have a weatherproof outdoor project sign. The expense associated with meeting this requirement is an eligible expense and may be charged as a construction or an administrative expense. Specifications for project signs should conform to the following.

### A. Sign Specifications

#### Installation

1. Install sign at the site within one week of the start of construction.
2. Erect sign in a prominent location, secure from vandalism.

#### Materials

1. Signboard: 4' X 8', 3/4" plywood, MDO B-B EXT-APA.
2. Primer: As recommended by finish coat manufacturer for the substrate and finish material.
3. Lettering and striping shall be uniform with sharp, neat profiles.
4. "Optional Information" included on sign shall be visually subordinate to other information provided.
5. Supports: Treated D.F. posts.

#### Maintenance and Removal

1. Maintain the sign plumb and level for the duration of the work.
2. The sign must be removed from the property 60 days after final payment or project completion, whichever is later.

### B. Sign Design

The sign design layout must follow the sample layout shown below.

### C. Sign Placement

1. With respect to placement, traffic control signs, regulatory, warning, and guide signs have a higher priority than GOSR signage.
2. In no case shall these signs be placed such that they obscure road users' view of other traffic control devices.
3. GOSR signs should be placed where they can be easily identified with the corresponding projects.
4. If the placement of GOSR signs conflicts with newly installed higher priority signs, or traffic signals, or temporary traffic control devices, or other priority devices, the sign should be relocated.
5. Due to public safety concerns, GOSR signs should not be allowed at the following locations:
  - On the front, back, adjacent to or around any traffic control device, including traffic signs, signals, changeable message signs, traffic control device posts or structures, or bridge piers.
  - At key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions. These locations include, but are not limited to exit and entrance ramps, intersections controlled by traffic signals or by stop or yield signs, highway-rail grade crossings, and areas of limited sight distance.

# GULF BROOK RESTORATION PROJECT, KEENE, N.Y.

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Governor Andrew M. Cuomo  
State of New York  
Governor's Office of Storm Recovery

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Governor's Office of  
Storm Recovery



*Town of Keene*  
EST. 1808



**ESSEX COUNTY &  
TOWN OF KEENE, N.Y.**

For more information on this project, please visit [www.stormrecovery.ny.gov](http://www.stormrecovery.ny.gov)



This project is made possible by a grant from the State's Housing Trust Fund Corporation, funded by the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR) Program



## **APPENDIX B**

### **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS FOR PARTICIPATION BY MWBE ENTERPRISES**

## **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS FOR PARTICIPATION BY MINORITY and WOMEN OWNED BUSINESS ENTERPRISES**

Good Faith Efforts – To show that the Contractor (i.e., the winning bidder) has made good faith efforts to comply with the M/WBE participation goals of this contract and the utilization plan submitted by the Contractor, Contractor will be required to submit documentation demonstrating good faith efforts. The following criteria are examples of good faith effort actions:

- a. Did the Contractor make written solicitations in a timely fashion including the provision of plans, specifications and contract terms, to MWBEs listed in the directory of certified businesses, and did the businesses solicited respond in a timely fashion?
- b. Did the Contractor place phone calls in order to communicate opportunities? Direct solicitation of MWBEs tends to be one of the more successful efforts; it can open lines of communication with otherwise unfamiliar contractors, as well as expedite the plan process.
- c. Did the Contractor place advertisements in appropriate general circulation, trade and minority and women-owned publications in a timely fashion?
- d. Subcontractors should be included in the development of the MWBE participation plan. Goal attainment is most successful when there is cooperation from subcontractors to provide opportunities for MWBEs on portions of work they intend to complete or in the purchase of materials and equipment.
- e. For larger projects, the division of work may be too vast for some smaller MWBEs, therefore, contractors should consider restructuring or unbundling work components so that smaller portions of work can be offered to these firms.
- f. Were the subcontract terms and conditions offered to M/WBEs comparable to those offered in the ordinary course of the Contractor's business and to other subcontractors on the contract?



**OTHER REQUIRED  
FORMS**

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the “CCA-2,” which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

### COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

### NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us) or call 866-370-4672.

### DEFINITIONS

All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

### RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>		
		Telephone ext.	Fax	
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone ext.	Fax	
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS				
1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:				
a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u> )	Date of Incorporation			
b) <input type="checkbox"/> <u>Limited Liability Company</u> ( <u>LLC</u> or <u>PLLC</u> )	Date Organized			
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration			
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established			
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)		
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?			
g) <input type="checkbox"/> Other	Date Established			
If Other, explain:				
1.1 Was the <u>Business Entity</u> formed in New York State?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:				
<input type="checkbox"/> United States	State			
<input type="checkbox"/> Other	Country			

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

<b>I. BUSINESS CHARACTERISTICS</b>			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			<input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 If the <u>Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			<input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," check all that apply:			
<input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE)			
<input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE)			
<input type="checkbox"/> <u>New York State Small Business</u>			
<input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i>			
<u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? ( <i>Attach additional pages if necessary.</i> )		<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name ( <i>Include middle initial</i> )	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? ( <i>Attach additional pages if necessary.</i> )		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable ( <i>enter N/A, if not applicable</i> ):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name ( <i>Include middle initial</i> )	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction-related Joint Ventures</u> within the past three (3) years? ( <i>Attach additional pages if necessary.</i> )		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts?  Yes  No

*If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc).*

*If less than ten, include most recent subcontracts on projects up to that number.*

3.1 Does the Business Entity currently have uncompleted construction contracts?  Yes  No

*If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc).*

*Note: Ongoing projects must be included.*

### IV. INTEGRITY – CONTRACT BIDDING

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?  Yes  No

4.1 Been subject to a denial or revocation of a government prequalification?  Yes  No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?  Yes  No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?  Yes  No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?  Yes  No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity?  Yes  No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?  Yes  No

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### V. INTEGRITY – CONTRACT AWARD

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract?  Yes  No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract?  Yes  No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity?  Yes  No

5.3 Had its surety called upon to complete any contract whether government or private sector?  Yes  No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract?  Yes  No

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### V. INTEGRITY – CONTRACT AWARD

**Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

### VI. CERTIFICATIONS/LICENSES

**Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**

- |  |  |
|--|--|
| 6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

**Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**

- |  |  |
|--|--|
| 7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.1 Been the subject of:<br>(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or<br>(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?  | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.4 Had a New York State Labor Law violation deemed willful?   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?  | <input type="checkbox"/> Yes <input type="checkbox"/> No   |

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

7.6 Other than previously disclosed, been the subject of any <u>citations</u> , notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: <ul style="list-style-type: none"> <li>• <u>Federal</u>, state or local health laws, rules or regulations;</li> <li>• <u>Federal</u>, state or local environmental laws, rules or regulations;</li> <li>• Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;</li> <li>• Any labor law or regulation, which was deemed willful;</li> <li>• Employee Retirement Income Security Act (ERISA);</li> <li>• <u>Federal</u>, state or local human rights laws;</li> <li>• <u>Federal</u>, state or local security laws?</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

*Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.*

### VIII. LEADERSHIP INTEGRITY

*If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.*

*Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:*

8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 <u>Suspended, debarred or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 The subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: <ul style="list-style-type: none"> <li>(i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or</li> <li>(ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

*For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*



**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY		
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project		b. Aggregate (All Projects)
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year ) Gross Sales	2nd Year (Indicate year ) Gross Sales	3rd Year (Indicate year ) Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year ) Amount	2nd Year (Indicate year ) Amount	3rd Year (Indicate year ) Amount
9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls">www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls</a> . (This information must be attached.)		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

**X. FREEDOM OF INFORMATION LAW (FOIL)**

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).  
*Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*

Yes  No

*If "Yes," indicate the question number(s) and explain the basis for the claim.*

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

**The undersigned certifies that he/she:**

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_;

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

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:**

**NYS Vendor ID:**

<b>Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:</b>						
<b>1.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>2.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>3.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>4.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>5.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:

NYS Vendor ID:

<b>Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:</b>						
<b>6.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>7.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>8.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>9.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>10.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:**

**NYS Vendor ID:**

<b>Question 3.1: List all current uncompleted construction contracts:</b>								
<b>1.</b>	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
<b>2.</b>	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
<b>3.</b>	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
<b>4.</b>	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:**

**NYS Vendor ID:**

<b>Question 3.1: List all current uncompleted construction contracts:</b>								
<b>5.</b>	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
<b>6.</b>	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
<b>7.</b>	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
<b>8.</b>	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:**

**NYS Vendor ID:**

<b>Question 3.1: List all current uncompleted construction contracts:</b>							
<b>9.</b>	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
<b>10.</b>	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
<b>Grand Total All Uncompleted Contracts</b>						<b>\$0.00</b>	



**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

As of Date: \_\_\_\_\_

**ASSETS**

Current Assets

1. Cash		\$	-	
				_____
2. Accounts receivable - less allowance for doubtful accounts	\$	-		
Retainers included in accounts receivable	\$	-		
Claims included in accounts receivable not yet approved or in litigation	\$	-		
Total Accounts Receivable	\$	-		
				_____
3. Notes receivable - due within one year	\$	-		
				_____
4. Inventory - materials	\$	-		
				_____
5. Contract costs in excess of billings on uncompleted contracts	\$	-		
				_____
6. Accrued income receivable				
Interest	\$	-		
Other (list) _____	\$	-		
_____	\$	-		
Total Accrued Income Receivable	\$	-		
				_____
7. Deposits				
Bid and Plan _____	\$	-		
Other (list) _____	\$	-		
_____	\$	-		
Total Deposits	\$	-		
				_____
8. Prepaid Expenses				
Income Taxes	\$	-		
Insurance	\$	-		
Other (list) _____	\$	-		
_____	\$	-		
Total Prepaid Expenses	\$	-		
				_____
9. Other Current Assets				
Other (list) _____	\$	-		
_____	\$	-		
Total Other Current Assets	\$	-		
				_____
10. Total Current Assets				\$ _____
11. Investments				
Listed securities-present market value	\$	-		
Unlisted securities-present value	\$	-		
Total Investments	\$	-		
				_____

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

12. Fixed Assets

Land	\$	-	
Building and improvements	\$	-	
Leasehold improvements	\$	-	
Machinery and equipment	\$	-	
Automotive equipment	\$	-	
Office furniture and fixtures	\$	-	
Other (list) _____	\$	-	
	\$	-	
<b>Total</b>			\$ -
Less: Accumulated depreciation			\$ -
<b>Total Fixed Assets - Net</b>			\$ -

13. Other Assets

Loans receivable			
Officers	\$	-	
Employees	\$	-	
Shareholders	\$	-	
Cash surrender value of officers' life insurance	\$	-	
Organization expense – net of amortization	\$	-	
Notes receivable - due after one year	\$	-	
Other (list) _____	\$	-	
	\$	-	
<b>Total Other Assets</b>			\$ -

14. TOTAL ASSETS

\$ -

---

\$ -

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

**LIABILITIES**

Current Liabilities

15. Accounts payable	\$	-
16 a. Loans from shareholders - due within one year	\$	-
16 b. Other Loans - due within one year	\$	-
17. Notes payable - due within one year	\$	-
18. Mortgage payable - due within one year	\$	-
19. Other payables - due within one year		
Other (list) _____	\$	-
_____	\$	-
_____		
Total Other Payables - due within one year	\$	-
20. Billings in excess of costs and estimated earnings	\$	-
21. Accrued expenses payable		
Salaries and wages	\$	-
Payroll taxes	\$	-
Employees' benefits	\$	-
Insurance	\$	-
Other	\$	-
Total Accrued Expenses Payable	\$	-
22. Dividends payable	\$	-
23. Income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Income Taxes Payable	\$	-
24. Total current liabilities	\$	-
25. Deferred income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Deferred Income Taxes	\$	-
26. Long Term Liabilities		
Loans from shareholders - due after one year	\$	-
Other Loans - due within one year		
Principle	\$	-
Interest	\$	-
Notes payable - due after one year	\$	-
Mortgage - due after one year	\$	-
Other payables - due after one year	\$	-
Other (list) _____	\$	-
_____	\$	-
_____		
Total Long Term Liabilities	\$	-

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

27. Other Liabilities			
Other (list) _____	\$	-	
_____	\$	-	
Total Other Liabilities _____	\$	-	
28. TOTAL LIABILITIES			\$ _____

**NET WORTH**

29. Net Worth (if proprietorship or partnership)			\$ _____
30. Stockholders' Equity			
Common stock issued and outstanding	\$	-	
Preferred stock issued and outstanding	\$	-	
Retained earnings	\$	-	
Total	\$	-	
Less: Treasury stock	\$	-	
31. TOTAL STOCKHOLDERS' EQUITY			\$ _____
32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY			\$ _____

**M/WBE UTILIZATION PLAN**

**INSTRUCTIONS:** This form is submitted at the time of bid or RFP submittal, as outlined in procurement submission instructions. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

<b>Subrecipient Name:</b>		<b>Project Name:</b>	
<b>Offeror's Name:</b>		<b>Federal ID Number:</b>	
<b>Address:</b>		<b>Contract Number (if applicable):</b>	
<b>City State &amp; Zip Code:</b>		<b>Phone:</b>	
<b>Location of Work:</b>			

<i>MWBE Target Goal</i>			<i>Proposed MWBE Participation</i>		
<i>Category</i>	<i>Percentage</i>	<i>Amount</i>	<i>Category</i>	<i>Percentage</i>	<i>Amount</i>
<b>MBE:</b>	%	\$	<b>MBE:</b>	%	\$
<b>WBE:</b>	%	\$	<b>WBE:</b>	%	\$
<b>Totals:</b>	%	\$	<b>Totals:</b>	%	\$

1. Certified M/WBE Subcontractors/Suppliers Information:		Classification NYS-ESD Certified (Choose One Only)		Federal ID No. :	Detailed Description of Work:	Dollar Value of Subcontractors/S upplies/Services	Intended performance dates on each component of the contract
		MBE	WBE				
A	Name:						
	Address:						
	Email:						
	Phone:						
B	Name:						
	Address:						
	Email:						
	Phone:						
C	Name:						
	Address:						
	Email:						
	Phone:						
D	Name:						
	Address:						
	Email:						
	Phone:						

**Contractor Use:**

Name of Preparer:

Name of Approver:

Authorized Signature:

Date:

Email:

Phone:



# Section 3 Policy Requirements and Contractor Plan

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## **PART I. SECTION 3 GOALS AND REQUIREMENTS**

Section 3 goals apply to subrecipients, contractors, and subcontractors. The subrecipient will perform outreach efforts along with the Prime Contractor (“Contractor”), and will ensure compliance with the Section 3 Greatest Extent Feasible goals as described below. The Contractor will submit *PART II. SECTION 3 PLAN FOR CONTRACTORS* to document efforts and utilization for Section 3 Business Concerns and Residents. The Contractor should ensure that any subcontractors who are hiring new employees or procuring sub-subcontractors should perform outreach to the Greatest Extent Feasible.

### **Section 3 Goal: New Hires**

This goal applies to contract awards of \$100,000 or more in connection with a Section 3 eligible project.



Contractor will, to the greatest extent feasible, strive to comply with the following goal:

- Thirty percent (30%) of the aggregate number of new hires for the project shall be Section 3 residents

A Section 3 Resident is a public housing resident, low and very-low income person (as defined by HUD) who lives in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

If Contractor does not meet the Section 3 goal for new hires, Subrecipient and Contractor must demonstrate why meeting the goal was not feasible.

### **Section 3 Goals: Business Concerns**

These goals apply to contract awards of \$100,000 or more in connection with a Section 3 eligible project.

Contractor will, to the greatest extent feasible, strive to comply with the following goals:

- Ten percent (10%) of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns<sup>1</sup>
- Three percent (3%) of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.<sup>2</sup>

Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following criteria:

- a) Business is 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of business' full-time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or

Business provides evidence of commitment to sub-subcontract in excess of 25 percent of the dollar award of its subcontract to business concerns that meet the qualifications in the above two clauses a and b.

If Contractor does not meet the Section 3 goals for business concerns, Subrecipient and Contractor must demonstrate why meeting the goals was not feasible.

Contractors are not required to hire or enter into contracts with unqualified Section 3 Residents or Business Concerns simply to meet the Section 3 goals, as anyone selected for contracting or employment opportunities must meet the qualifications for the job/contract being sought. However, contractors must document their outreach efforts and, to the greatest extent feasible (GEF), attempt to source qualified Section 3 residents and business concerns to meet the goal. If the expenditure of funding for an otherwise covered project and activity does not result in new employment, contracting, or training opportunities, reporting is still required.

### **Evidence of Section 3 Certification**

Contractor should provide the Section 3 Employee Self-Affirmation Form to employees who may qualify as Section 3 Residents. Section 3 Employee Self-Affirmation Forms and other documentation should be maintained by the Subrecipient, Contractor, and/or Subcontractor as applicable.

Businesses can self-certify as Section 3 Business Concerns by completing the HUD Section 3 Business Registry (<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>). The business seeking Section 3 status must be able to provide adequate documentation as evidence of meeting the criteria for Section 3 Business Concerns listed above.

**Documenting Greatest Extent Feasible Efforts**

Contractors that fail to meet the minimum numerical goals bear the burden of demonstrating why it was not possible to do so. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable making a compliance determination. Contractors that submit Section 3 Plans containing all zeroes, without a sufficient explanation to justify their submission, are in noncompliance with the requirements of Section 3.

If Contractor does not meet the Section 3 goals, the Contractor shall submit copies of supporting documentation to show efforts were made to comply with Section 3 to the greatest extent feasible, including but not limited to the following:

- Reporting summary with metrics of strategies selected,
- A narrative that ties in all good faith effort components,
- Maintain a database of supporting raw data detailing outreach efforts, responses, and results

**The Contractor may use GOSR’s Section 3 GEF efforts documentation spreadsheet, or may record this information in another format. Backup documentation should be included as well.**

**Greatest Extent Feasible Efforts Examples**

**Efforts for Section 3 Residents**

1. Recruit Section 3 Residents for open positions
  - i. Notify Section 3 coordinator of any current or future open positions.
  - ii. Advertise employment and training positions in the project service area or neighborhood by distributing flyers or publishing advertisements in local papers or community publications. Advertisements should note that this is a Section 3 eligible project.
  - i. Contact local organizations and request their assistance in notifying Section 3 Residents of the positions to be filled. Organizations include educational institutions, housing developments, community organizations, state-local agencies, probation-parole agencies, and unemployment compensation programs.
  - ii. Sponsor a job fair or informational meeting. Coordinate with local organizations.
  - iii. Employ a job coordinator or consult with local employment service providers to match eligible and qualified Section 3 Residents with open positions.
  - iv. Maintain file of eligible, interested applicants.
2. Utilize Apprenticeship Programs to Hire Section 3 Residents
  - i. Many apprentices may qualify as Section 3 Residents based on their income levels. Contractors should encourage all apprentices to fill out the Section 3 Self-Certification Form. Strategies for hiring apprentices include creating an apprenticeship program, or hiring from existing apprenticeship programs.

### Efforts for Section 3 Business Concerns

1. Contact business assistance agencies, minority contracting associations and community organizations to inform them of opportunities and seek assistance in identifying eligible businesses.
2. Advertise contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
3. Where appropriate, break out contract work items into economically feasible units to facilitate participation by Section 3 Business Concerns.
4. Use the HUD Section 3 Businesses Registry (<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>) to search for Section 3 Business Concerns. Reach out to all applicable Section 3 Business Concerns directly with potential subcontracting opportunities.
5. Maintain a log of all contacts with Section 3 Business Concerns and develop a relationship with these firms in case opportunities develop over the life of the contract.
6. Create an account on GOSR's Opportunity Portal (<https://www.nystormrecoveryopps.com>) and advertise subcontracting opportunities for Section 3 Business Concerns.
7. Create an account on the NYS Contract Reporter system (<https://www.nyscr.ny.gov>) and advertise subcontracting opportunities for Section 3 Business Concerns.
8. After all M/WBEs have been identified for utilization on the project, determine if these M/WBE firms also qualify as Section 3 Business Concerns. Request that the subs fill out the Certification for Businesses Seeking Identification as Section 3 and that their employees fill out the Certification for Individuals Seeking Identification as Section 3 Business Concerns.

### Section 3 Reporting & Training

The Governor's Office of Storm Recovery (GOSR) utilizes Elation Systems, a web-based compliance management system, to help all its Contractors and Subrecipients receiving Federal CDBG-DR funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 Federal reporting requirements.

Contractor will participate in at least one of GOSR's **free virtual training sessions** per the following schedule. Contractor will have an Elation Systems account prior to training.

#### WEBINARS -2018

*Live @ 11am ET:*

**Contractors/Subcontractors:** Jun 6th, Jul 11th, Aug 1st, Sep 5th, Oct 3rd and Nov 7th  
<https://attendee.gotowebinar.com/rt/7473366625348548098>

#### REGISTRATION – 2018

<https://www.elationsys.com/app/Registration/>

**Promo Code: NYGOSR-2018-A**



## Governor's Office of Storm Recovery

ANDREW M. CUOMO  
Governor

### **PART II. SECTION 3 PLAN FOR CONTRACTORS**

#### **Instructions**

This document serves as the Section 3 Plan for the Contractor's work on the project in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135.30), as amended. Section 3 is intended to ensure that, to the greatest extent feasible, low- and very low-income persons receive benefits in employment and related economic opportunities when such opportunities are generated by funding from HUD.

**For construction contracts, the apparent responsible low bidder must submit this Section 3 Plan document within twenty-one (21) days of the bid opening to the GOSR Program Manager. The Section 3 Plan must be submitted before GOSR will provide contract consent.**

Section 3 goals apply to subrecipients, contractors, and subcontractors. The Prime Contractor ("Contractor") will submit this Section 3 Plan to document efforts and utilization for Section 3 Business Concerns and Residents. The subrecipient will perform outreach efforts along with the Contractor, and will ensure compliance with the Section 3 Greatest Extent Feasible goals as described below. The Contractor should ensure that any subcontractors who are hiring new employees or procuring sub-subcontractors should perform outreach to the Greatest Extent Feasible.

**Supporting Documentation must be submitted with this Plan if Section 3 Business Concern and/or Resident goals are not met. Supporting Documentation will also be collected at the end of the contract, before final payment, if actual utilization does not meet the utilization in this Plan.**

#### **General Information**

Contractor Name: \_\_\_\_\_

Type of Contract:  Construction  Non-construction

Project Name: \_\_\_\_\_

Bid Opening Date: \_\_\_\_\_

Date of Section 3 Plan Submittal: \_\_\_\_\_

Authorized Representative (Name, Title): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

## Section 3 Utilization Plan

**TABLE 1A: SECTION 3 BUSINESS CONCERN SUMMARY**

Type of Contract (% Goal)	Total Contract Value	Section 3 Business Concern <sup>2</sup> Goal	Est. Section 3 Business Concern Utilization

**TABLE 1B: BUSINESS UTILIZATION BREAKDOWN**

Subcontractor Name	Description of Work to be Performed	Est. Contract Amount	Section 3 Business Concern <sup>**?</sup> (Y/N)
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

**TABLE 2A: SECTION 3 NEW HIRES SUMMARY**

Total Est. New Hires	Section 3 Residents* Goal (30% of New Hires)	Est. Section 3 Residents* Utilization (no. of new hires who are Section 3 Residents)

<sup>2</sup> Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following criteria:

- a) Business is 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of business' full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- c) Business provides evidence of commitment to sub-subcontract in excess of 25 percent of the dollar award of its subcontract to business concerns that meet the qualifications in the above two clauses a and b.

**TABLE 2B: SECTION 3 WORKFORCE UTILIZATION BREAKDOWN**

<b>Job Category</b>	<b>Total Estimated Positions</b>	<b>No. Positions Currently Occupied By Permanent Employees</b>	<b>No. Positions Not Currently Occupied</b>	<b>No. Positions To Be Filled w/Section 3 Residents<sup>3</sup></b>
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

**TRADE:**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

**TRADE:**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

<sup>3</sup> A Section 3 resident is a public housing resident, low and very-low income person who lives in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.





**ANDREW M. CUOMO**  
Governor

## **GOSR GOOD FAITH EFFORTS GUIDELINES**

All participating entities (including vendors and subrecipients) engaged with GOSR (operating under the umbrella of NY Rising) must make a commitment and demonstrate an acceptable “Good Faith Effort” toward achievement of GOSR’s M/WBE utilization goal of 30 percent participation (15 percent MBE, 15 percent WBE).

GOSR’s Diversity and Civil Rights (DCR) Department oversees all participating entities progress towards achieving their M/WBE goals. All entities must notify DCR of any considerations or concerns preventing M/WBE participation and provide documentation supporting their concerns.

In some cases, where participating entities are non-profit subrecipients, implementing public service activities where the majority of the grant will be used to reimburse the subrecipient for staff time. In these cases, entities can comply with GOSR’s M/WBE 30 percent goals by ensuring that 30 percent of any funds that are spent on goods or services are directed to M/WBE vendors or service providers. For example, a subrecipient can utilize M/WBE firms when purchasing supplies or for other vendor services such as marketing and promotions. Additionally, where participating entities are subrecipients, they must complete DCR’s excel-based M/WBE Utilization Plan and update it whenever a new contract is entered into or amended, and must report progress towards meeting goals through Elation System.

### **Enforcement**

Failure to comply with the requirement to make Good Faith Efforts may include but are not limited to the following consequences:

1. An onsite integrity monitor may be assigned to evaluate and document subrecipients and their contractors Good Faith Efforts and any deficiencies in implementation.
2. Some or all costs for the integrity monitor may be withdrawn from the grant award.
3. A monetary penalty may be imposed in an amount between the contractually stated goal or GOSR-approved utilization plan goal, and the utilization actually achieved by the contractor.
4. Future payments/awards may be tolled until compliance is achieved.
5. Future projects may be fully or partially defunded depending on the magnitude of non-compliance.

Vendors and subrecipients will receive written notice prior to the issuance of any of the above-stated consequences, and will receive a reasonable period to make corrective actions.

### **Documenting Good Faith Efforts**

All participating entities compliance with the M/WBE program will be evaluated on the basis of their use of “Good Faith Efforts” to achieve maximum participation results. Below is a list of the 17 steps that can be taken in order to demonstrate Good Faith Efforts. All participants should undertake as many of these activities as possible in order to achieve the required 15 percent MBE and 15 percent WBE goals. Additionally participants must maintain a log and document all dates and detailed descriptions of the actions taken for each Good Faith Effort that was undertaken as well as add documentation, narrative or attached pages as needed to supplement responses.

### **GOOD FAITH EFFORTS LIST**

1. Make frequent and timely advertisements in newspapers and periodicals that market to M/WBEs.
  - a. Maintain a log of dates of advertisements and the name of the publication.
  - b. Maintain copies of the advertisement itself.
  - c. Record copies of responses made by certified M/WBEs to your advertisement.
2. Make timely follow ups to responses received by M/WBEs.
  - a. If you received responses to your solicitations but did not select the M/WBE, maintain records describing why a response from a certified M/WBE was not selected.
  - b. Log responses from M/WBEs.
3. Utilize list of certified M/WBEs in the Empire State Development directory, [www.esd.ny.gov](http://www.esd.ny.gov).



- a. Maintain a log of all communications, including names, contacts and dates.
  - b. Maintain records including, copies of notices/solicitations, dates of contact, letters, etc.
4. Advertise your requirements in the NYS Contract Reporter, <https://www.nyscr.ny.gov/> as well as the NYS Storm Recovery Local Workforce Opportunities Page, [www.nystormrecoveryopps.com](http://www.nystormrecoveryopps.com).
  - a. Provide copies of your advertisements, dates on which the ad was submitted and log responses received.
5. Conduct pre-bid, pre-award, or other meetings to inform M/WBEs of available opportunities.
  - a. Maintain a record of the names of companies, dates, and locations of meetings attended.
6. Attend pre-bid, pre-award, or other meetings organized by GOSR to inform M/WBEs of opportunities available.
  - a. Maintain a record of the names, dates, and locations of meetings attended.
7. Contact community organizations and state/federal business assistance offices that provide support in the recruitment and placement of M/WBEs.
  - a. Maintain a record of all communications including, dates and contacts.
8. Send written notification to M/WBEs and trade associations located within the region where the work will be performed.
  - a. Maintain a record of communications.
9. Provide documents/plans/bid specifications to certified M/WBEs, and allow adequate time for them to respond to bids.
  - a. Record the steps taken to structure the scope of work for the purpose of contracting with certified M/WBEs.
10. Establish contacts and working relationships with certified M/WBE firms.
  - a. Maintain a log of all communications.
11. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority/women's business enterprises.
  - a. Maintain a log of all such contracts and activities.
12. Establish delivery schedules which encourage participation by small and minority/women's business enterprises.
  - a. Maintain records of such schedules and activities.
13. Undertake specific steps to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority and women-owned business enterprises.
  - a. Provide record of all such contracts modified and list of steps as well as activities.
14. Make efforts to solicit certified M/WBEs located outside the region where the scope of work is to be performed and evaluate their ability to participate.
  - a. Log all efforts made for such outreach.
15. Document the evaluation you conducted to determine eligibility for participation.
16. Provide the same sub contract terms and conditions to certified M/WBEs as the ones offered to other sub-contractors in the ordinary course of business.
  - a. Document the terms and conditions being offered to both entities.
17. Make efforts to engage in either telephone or direct, in-person negotiations with NYS certified M/WBEs whose quotes were too high.
  - a. Document such efforts made by keeping a log of all communications.



## Governor's Office of Storm Recovery

ANDREW M. CUOMO  
Governor

### GOSR SECTION 3 GREATEST EXTENT FEASIBLE GUIDELINES

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3)

is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Recipients of covered funding are in compliance with Section 3 if they meet the minimum numerical goals set forth at 24 CFR Part 135.30. Specifically: (i) 30% of the aggregate number of new hires shall be Section 3 residents; (ii) 10% of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and; (iii) 3% of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

#### Enforcement

Failure to comply with the requirement to make Greatest Extent Feasible Efforts may include but are not limited to the following consequences:

1. An onsite integrity monitor may be assigned to evaluate and document subrecipients and their contractors Greatest Extent Feasible Efforts and any deficiencies in implementation.
2. Some or all costs for the integrity monitor may be withdrawn from the grant award.
3. A monetary penalty may be imposed in an amount between the legally applicable Section 3 goals and the actual achieved Section 3 participation.
4. Future payments/awards may be tolled until compliance is achieved.
5. Future projects may be fully or partially defunded depending on the magnitude of non-compliance.

Vendors and subrecipients will receive written notice prior to the issuance of any of the above-stated consequences, and will receive a reasonable period to make corrective actions.

#### Documenting Greatest Extent Feasible Efforts

Recipients that fail to meet the minimum numerical goals, bear the burden of demonstrating why it was not possible to do so. Such justifications should describe the “*efforts*” that were taken, barriers encountered, and other relevant information that will enable making a compliance determination. Recipients that submit Section 3 reports containing all zeroes, without a sufficient explanation to justify their submission, are in noncompliance with the requirements of Section 3. The *comprehensive list below describes the “efforts”* that should be made by recipients in order to meet their Section 3 goals.

#### GREATEST EXTENT FEASIBLE EFFORTS LIST

##### I. Efforts to Offer Training and Employment Opportunities to Section 3 Residents

###### 1. Entering into “First Source” hiring agreements with Section 3 residents

\*\*[ First source agreement entails that if a contractor or subcontractor that works on a Section 3 covered project has a job opening during the time of construction, they must notify the Section 3 coordinator prior to

interviewing or hiring. The Section 3 coordinator will find possible workers residing in that neighborhood/target project area for this open position and the contractor will be obligated to interview these candidates and document these conversations]

### **Strategies for “First Source” hiring agreements-**

- i. Sponsor or establish training and employment programs for Section 3 residents.
  - ii. Advertise employment and training positions in the project service area or neighborhood by distributing flyers (positions to be filled/qualifications/resource for information about the application process)
    - a) to every occupied dwelling unit in the housing development or developments
    - b) in the common areas or other prominent areas of the housing development
  - iii. Contact resident councils, community organizations, state-local agencies, probation-parole agencies, unemployment compensation programs, and other applicable officials or organizations to assist with recruiting Section 3 residents.
  - iv. Sponsor a job fair or informational meeting for residents.
  - v.
- 2. Provide assistance in job-seeking skills to Section 3 residents**
- i. Provide on-site applications and interviews; arrange assistance in conducting job interviews and completing job applications for residents.
  - ii. Contacting resident councils/management corporations, or other resident organizations, in the housing development, and/or community organizations in HUD-assisted neighborhoods - to request their assistance in notifying residents of the positions to be filled.
  - iii. Consult with local employment service providers.
  - iv. Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
  - v. Employ section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance.
  - vi. Employ a job coordinator or contract with a licensed job placement agency that will undertake, on your behalf, the efforts to match eligible and qualified section 3 residents with the positions that you intend to fill.
  - vii. Coordinate activities with local educational institutions.
  - viii. Maintain file of eligible, interested applicants.

## **II. Efforts to Award Contracts to Section 3 Businesses Concerns**

1. Contact business assistance agencies, minority contracting associations and community organizations to inform them of opportunities and seek assistance in identifying eligible businesses.
2. Bid and solicitations
  - i. Provide bid notices to all known Section 3 businesses.
  - ii. Develop a Section 3 business communication network.
  - iii. Emphasize Section 3 at pre-bid conferences.
  - iv. Coordinate pre-bid meetings at which section 3 business concerns can be informed of upcoming contracting and subcontracting opportunities.
3. Conduct contractor workshops, informing section 3 business concerns of upcoming contracting opportunities, make information available in languages other than English where appropriate.
4. Provide small business technical assistance.
  - i. Provide section 3 business concerns with resources for seeking assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
5. Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
6. Notify Youthbuild agencies of contracting opportunities.
7. Establish numerical goals for award of contracts to Section 3 businesses.

8. Encourage financial institutions to comply with their CRA requirements by making loans to Section 3 businesses.
9. Actively support joint ventures with Section 3 businesses.
10. Support business incubators which assist Section 3 businesses.
11. In determining the responsibility of potential contractors, consider their past record of section 3 compliance and their current plans for the pending contract.
12. Providing written notice to all known section 3 business concerns of the contracting opportunities.
  - i. Following up with section 3 business concerns that have expressed interest in the contracting opportunities.
13. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
14. Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

# **APPENDIX C**

## **FEDERAL LABOR STANDARDS PROVISIONS**

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

#### **4. Apprentices and Trainees.**

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

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

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by



the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**SUMMARY OF AND  
IMPLEMENTATION GUIDELINES FOR  
§ 139-J OF THE STATE  
FINANCE LAW**

# **SUMMARY OF AND IMPLEMENTATION GUIDELINES FOR § 139-J OF THE STATE FINANCE LAW**

\* This summary is not intended to replace the need for persons to become familiar with the full requirements of the law. Please refer to the full text of the law to resolve any questions you may have with regard to your conduct under it.

Section 139-j of the State Finance Law imposes restrictions on the type of communications that a person may make to a governmental entity, such as the Municipality, concerning a governmental procurement during a period of time which the law terms the “restricted period.” These new requirements cover a wide range of government contracting transactions, including, the purchase of a commodity, service, technology, public work, construction and revenue contract, or the purchase, sale or lease of real property or the acquisition or the granting of other interests in real property (hereafter referred as “governmental procurement or procurement contract.” Any person in the private sector (hereinafter referred to as “person”) interested in contacting the Municipality concerning anyone of these types of transactions is covered under the provisions of the new law, which limits the way that such person can communicate with the Municipality during the “restricted period”, which is defined broadly as the period of time commencing from the earliest written notice announcing a government procurement all the way until the Contract is entered into by the Municipality.

For each governmental procurement, the Municipality will designate an employee or employees that may be contacted by persons concerning all aspects of the governmental procurement. The law requires that each person that contacts (in writing, orally, or via email) the Municipality concerning a governmental procurement may only make what the law terms “permissible contacts”, which means that the person: 1) shall contact only the designated person or persons identified by the Municipality in the governmental procurement documents and 2) shall not attempt to influence the procurement in a manner that would result in violation of §73(5) of the Public Officers Law (Ethical Prohibitions on Gifts to Public Officers and Employees) or in a manner that would result in violation of §74 of the Public Officers Law (The Code of Ethics).

The law specifically permits certain types of contacts by persons to the Municipality concerning the governmental procurement. These are:

- the submission of written proposals in response to a request for proposal, invitation for bids or any other method for soliciting a response from interested parties;
- the submission of written questions to a designated contact, when all written questions and responses are to be disseminated to all persons interested in such procurement;
- participation in a conference where all interested parties are invited to attend;

- written complaints made to the Municipality's legal counsel concerning the timely response to issues posed to the designated person, provided that such written complaints are made part of the procurement record;
- communications where the contract award has been tentatively made and where such communications are necessary to negotiate the terms of the procurement contract;
- requests made to the designated person or persons to review the procurement award;
- written protests, appeals, or other review proceedings to either the Municipality or an outside agency.

All communications which are reasonably inferred by the Municipality to be intended to influence the governmental procurement process or the award of such procurement in violation of the law will be recorded and made a part of the procurement record, whether such communications are made to the designated employee/s or another employee of the Municipality. Contacts made to persons other than the designated Municipality employee shall also be deemed an impermissible contact.

Any contact which is alleged to be an impermissible contact under the law will be immediately referred to and investigated by GOSR. GOSR shall promptly investigate the allegation by interviewing all employees reasonably involved or who are believed to have information about the impermissible contact. If sufficient cause exists to believe that such allegation is true, the person being investigated shall be given notice that an investigation is ongoing and such person shall be afforded an opportunity to be heard in response to the allegation either by responding in writing or by providing a statement before GOSR, whose Ethics Officer shall record by appropriate means such statement for the record. The Ethics Officer shall keep a record of the investigation and shall make a written finding of the results of such investigation and report these findings to the GOSR General Counsel.

In addition, a finding by GOSR that a person has knowingly and willingly violated the law by making an impermissible contact shall result in a determination of non-responsibility and such person and all associated subsidiaries of such person shall not be awarded the procurement contract. The determination of non-responsibility shall also be forwarded to the Commissioner of the Office of General Services (or his or her designee), which by law is required to keep a list of such determinations for public inspection. Determinations of non-responsibility must be disclosed in all future responses to New York State procurements. With few exceptions, no procurement contract shall be awarded to any person who fails to disclose findings of non-responsibility within the previous four years.

## **APPENDIX D**

### **SUPPLEMENTARY ESSEX COUNTY TERMS AND CONDITIONS**

## APPENDIX D.

### Additional Terms and Conditions to Agreement Between The ESSEX COUNTY (“Owner”) and TBA (“Contractor”)

The parties hereto agree that the terms and conditions of this **APPENDIX D** shall supersede and control over any and all terms and conditions listed in the order of precedence at Article 1.1 at page 2, recognizing that the Supplementary Conditions for Contracts (Appendix A), Supplemental Instructions for Bidders for Participation by MWBE Enterprises (Appendix B), all MWBE requirements and all Governor’s Office of Storm Recovery (GOSR) rules, regulations and requirements shall take precedence over this Appendix D.

1. No application for payment shall be deemed complete or approved by Owner, and no progress payment shall be due from Owner, unless Contractor shall have submitted properly executed Public Improvement Lien Releases and Waivers, in a form satisfactory to Owner, signed by all persons who could claim public improvement lien rights on the project in connection with the work, and acknowledging payment of all work, materials and equipment supplied to the project up to and including the last day covered by the application for payment. Lien releases and Waivers from each individual subcontractor and material supplier must be presented prior to the progress payment being made. Owner reserves the right to request further substantiation from Contractor of such payments, including substantiation that all required payments have been made to fringe benefit trust funds for the benefit of employees of employees of Contractor or subcontractors who have provided services to the project in connection with the work, however, Owner’s failure to require such shall not be deemed a waiver or diminution of Owner’s rights.
2. The application for final payment shall not be deemed completed or approved by Owner, and no payment shall be due from Owner until Contractor shall have submitted the following properly executed documents:
  - (1) A General Release from Contractor in favor of Owner;
  - (2) A Final Release and Waiver of any public improvement lien rights of Contractor;
  - (3) A sworn statement by Contractor, and a form satisfactory to Owner, indicating that all subcontractors, materials suppliers, and fringe benefit trust funds for employees of Contractor and subcontractors on the project encompassed by the work, as well as all workers and persons employed in connection herewith, have been paid in full for all labor and work and materials furnished;
  - (4) An Indemnity Agreement whereby Contractor shall defend and indemnify Owner from any and all claims of every and any kind in nature by third parties, including but not limited to materials suppliers, subcontractors, and employees and workers employed in this project; and
  - (5) Final Lien Releases and Waivers from each individual materials supplier and subcontractor.
3. Neither final payment or any remaining retained percentage shall become due until Contractor submits to Owner:
  - (1) Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which Owner or Owner’s property might be responsible or encumbered (less amounts held by Owner) have been paid or otherwise satisfied;
  - (2) A certificate evidencing that insurance required by the contract is to remain in full force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) days** prior written notice has been given to Owner;
  - (3) A written statement that Contractor knows of no substantial reason that the insurance will not be renewed to cover the period required by the contract;
  - (4) Consent of surety, if any, to final payment; and
  - (5) If required by Owner, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, security interests or encumbrance arising out of the contract, to the extent and in such form as may be designated by Owner.

#### 4. CLAIMS AND DISPUTES

4.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the contract. The term "Claim" also includes other disputes and matters in question between Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim. The written notice of claim must be accompanied by full documentation and proof to substantiate the claim.

4.2 Decision of Owner, its Engineer or Construction Manager. Claims shall be referred initially to Owner, or its Engineer or Construction Manager for action as provided below. A decision by Owner or its Engineer or Construction Manager, shall be required as a condition precedent to litigation of a Claim between Owner and Contractor as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to the execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by Owner or Construction Manager in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Owner or Construction Manager is vacant, (2) Owner or Construction Manager has not received evidence or has failed to render a decision within agreed time limits, (3) Owner or its Engineer or Construction Manager has failed to take action required under **Section 4.3** within **fifteen (15) days** after the Claim is made, (4) **forty-five (45) days** has passed after the Claim has been referred to Owner or its Engineer or Construction Manager or (5) the Claim relates to a mechanic's lien.

4.3 Time Limits on Claims. Claims by either party must be made within **fifteen (15) days** after occurrence of the event giving rise to such Claim or within **fifteen (15) days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

4.4 Continuing Contract Performance. Pending final resolution of a Claim, unless otherwise agreed in writing Contractor shall proceed diligently with performance of the Contract and Owner shall continue to make payments in accordance with the Contract Documents.

4.5 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims by Owner except those arising from:

1. Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
2. Failure of the Work to comply with the requirements of the Contract Documents; or
3. Terms of special warranties required by the Contract Documents.

4.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than **fifteen (15) days** after first observance of the conditions. Owner or its Engineer or Construction Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If Owner or its Engineer or Construction Manager determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, Owner shall so notify Engineer and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within **fifteen (15) days** after Owner has given notice of the decision. If Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to Owner or its Engineer or Construction Manager for initial determination.

4.7 Claim for Additional Cost. If Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. If



Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from Owner or its Engineer or Construction Manager, (2) an order by Owner to stop the Work where Contractor was not at fault, (3) a written order for a minor change in the Work issued by Owner or its Engineer or Construction Manager, (4) failure of payment by Owner, (5) termination of the contract by Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed and evaluated in accordance with the procedure established herein and under this Section (4) and Section (5) of these Supplementary Conditions.

## 5. RESOLUTION OF CLAIMS AND DISPUTES

5.1 Owner or Construction Manager will review Claims and take one or more of the following preliminary actions within **fifteen (15) days** of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when Owner or Construction Manager expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. Owner or Construction Manager may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

5.2 If a Claim has been resolved, Owner or Construction Manager will prepare or obtain appropriate documentation.

5.3 If a Claim has not been resolved, the party making the Claim shall, within **ten (10) days** after Owner or Construction Manager's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by Owner or Construction Manager, (2) modify the initial Claim or (3) notify Owner or Construction Manager that the initial Claim stands.

5.4 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by Owner or Construction Manager, Owner or Construction Manager will notify the parties in writing that Owner or Construction Manager's decision will be made within **ten (10) days**, which decision shall be final and binding on the parties but subject to arbitration. Upon expiration of such time period, Owner or Construction Manager will render to the parties Owner or Construction Manager's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, Owner or Construction Manager may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

The parties expressly agree that any and all controversies and claims arising out of this contract will not be referred to arbitration but will be referred and brought in a Court of competent jurisdiction within Owner, New York.

6. **DELAYS.** Owner shall not be liable to Contractor or any subcontractors for claims or damages of any nature caused by or rising out of delays. The sole remedy against Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to those resulting from increased labor or material costs, directions given or not given by Owner, including scheduling of the work, or an account of any delay, or on account of any delay, obstruction or hindrance for any cause whatsoever by Owner, or its agents or any other Contractor on the project, whether or not foreseeable or anticipated. CONTRACTOR AGREES THAT ITS SOLE RIGHT AND REMEDY THEREFORE SHALL BE AN EXTENSION OF TIME, IF APPROPRIATE. IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY CONTRACTOR FOR ANY DELAY AGAINST OWNER, CONSTRUCTION MANAGER, OR ITS ENGINEER OR CONSTRUCTION MANAGER BASED ON ANY REASON AND THAT CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME.

7. Subcontractors and their subcontractors are required to defend, indemnify and hold harmless, to the full extent allowed by law, Owner, any Owner or Construction Manager from and against any and all claims, suits, causes of actions, judgments, etc. arising out of or in any way connected with the subcontractor's performance of the work as well as name Owner, Architect and Construction Manager, if any, as an additional insured on its policies of liability insurance. Subcontractors are to furnish to Owner a duly executed Release of Lien for each progress payment as well as the Final Release, Waiver and Discharge of Lien upon payment due under the subcontract from Contractor.

Contractor shall:

- (1) Comply with its obligation as a Trustee under New York Lien Law Article 3-a,
- (2) Upon receipt of each progress payment, and upon final payment, expend the funds received as required by said Article 3-a, and in particular number 71 thereof,
- (3) Upon request by Owner for proof of such compliance,
- (4) Defend, indemnify and hold harmless Owner from any claims, suits, demands or judgments arising out of any failure to so comply.

In addition to the insurance requirements set forth at **ARTICLE 21**, liability insurance shall include all major divisions of coverage and be on comprehensive basis including, but not limited to:

- (1) Premises operations (including X, C & U coverage as applicable),
- (2) Independent Contractors Protective,
- (3) Products and completed operations,
- (4) Personal injury liability with employment exclusion deleted,
- (5) Contractual, including specific provisions for Contractors obligation to indemnify and defend Owner,
- (6) Owned, non-owned and hired motor vehicles,
- (7) Broad formed property damage including completed operations.

#### 8. **PERFORMANCE AND PAYMENT BONDS**

Contractor shall furnish to Owner, in duplicate, and keep enforced during the term of the Contract, Performance Bonds and Payment bonds guaranteeing that Contractor will perform its obligations under the contract and will pay for all labor and materials furnished for the work and the performance of the work. Such Bonds shall be issued on **Form A1A Document A312** and by a surety acceptable to Owner, shall name Owner as obligee and shall be in an amount equal to 100% of the contract sum. Contractor shall deliver the executed, approved bonds to Owner with its signed contract. The Bond shall be obtained from a surety licensed to business in the State of New York and listed in the latest issue of US Treasury Circular 570. The sufficiency of the bonds is subject to the approval of Owner, and Bonds which are deemed insufficient by Owner may be rejected. Bonds will remain in effect for one year after final completion of the project.

#### 9. **INSURANCE REQUIREMENTS (See also ARTICLE 21)**

Contractor and each of its subcontractors shall provide Workers Compensation and Disability Insurance, Commercial General Liability Insurance, Commercial Automobile Insurance, Umbrella/Excess Liability Insurance, Special Protective and Highway Liability Insurance, Contractor's Risk and all other required insurance shall be pursuant to those requirements set forth in the New York State Department of Transportation Standard Specifications (USC) dated May 1, 2016, more particularly at pages 140-146.

In addition to the above, the insurance shall list the Owner as an additional insured on a primary and non-contributory basis and certificate holder. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law, Contractor and subcontractors waive all rights of subrogation against Owner and will have the General Liability, Umbrella Liability and Workers Compensation Policies endorsed setting forth this waiver of subrogation. Contractor agrees to indemnify Owner from all applicable deductibles.

#### 10. **COMPLIANCE WITH ADDITIONAL MUNICIPAL, STATE OR FEDERAL REQUIREMENTS AND FUNDING REQUIREMENTS**

Contractor agrees to comply with any and all rules, regulations, procedures, laws, statutes and requirements required of any funding agency funding any portion of this project, as well as any municipal, state or federal agency having jurisdiction or control of this project. It shall be the responsibility of both Owner and the Contractor to make themselves aware of these requirements prior to beginning work. It is recognized that this project is funded by a Governor's Office of Storm Recovery (GOSR) grant and Contractor agrees to comply with any and all terms, conditions and requirements of the GOSR grant and Contractor acknowledges that is permitting the same.

11. **DEFENSE & INDEMNIFICATION**

The Contractor shall defend, indemnify and hold harmless Essex County, the State of New York and GOSR to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of action and claims, including but not limited to attorney's fees, legal costs, and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the Essex County, the State of New York and GOSR for damages to person, property or of any other kind in nature, including but not limited to those for bodily injury, property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees negligence or its/their performance or failure to perform this agreement.

12. **OWNER'S RIGHT TO SET-OFF**

The Owner shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Owner's option to withhold for the purposes of set-off any moneys due to the Contractor under this agreement up to any amounts due and owing to the Owner with regard to this contract, any other contract with any Owner department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Owner for any other reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Owner shall exercise its set-off rights in accordance with normal Owner practices, including, in cases of set-off pursuant to an audit, the acceptance of such audit by the Owner's Board or its designated representative.

# **APPENDIX E**

## **PREVAILING WAGES**

"General Decision Number: NY20190060 07/12/2019

Superseded General Decision Number: NY20180080

State: New York

Construction Type: Building

County: Essex County in New York.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	06/07/2019
2	06/14/2019
3	07/12/2019

ASBE0040-005 05/01/2019

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST  
INSULATOR

Includes application of  
all insulating materials,  
protective coverings,  
coatings and finishings to  
all types of mechanical  
systems.....\$ 36.04                      21.92

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BOIL0197-003 01/01/2017

Rates	Fringes
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BOILERMAKER.....\$ 34.54                      24.78

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BRNY0002-003 07/01/2018

PLATTSBURGH CHAPTER

Rates	Fringes
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BRICKLAYER, Includes  
Pointing, Caulking, and  
Cleaning.....\$ 31.98                      19.23  
CEMENT MASON/CONCRETE FINISHER...\$ 31.98                      19.23  
TILE FINISHER.....\$ 27.16                      16.85  
TILE SETTER.....\$ 34.66                      19.58

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ELEC0910-004 05/01/2019

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Alarms, Computers, Phones, & HVAC Temperature Controls Including Teledata & Sound Technicians).....	\$ 35.00	5.75%+20.68

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 ENGI0106-009 07/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Bobcat/Skid Loader; Bulldozer; Core & Well Drill (One Drum).....	\$ 42.28	25.70+a
Concrete Pump, Truck Mounted; Crane Oiler.....	\$ 39.38	25.70+a
Excavator; Tractor Mounted Drill; Self Contained Crawler Drill; Hydraulic Rock Drill.....	\$ 43.30	25.70+a

FOOTNOTE:  
 a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

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 IRON0012-020 07/01/2018

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 31.00	24.43

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 LABO1822-003 07/01/2018

	Rates	Fringes
LABORER		

Common or General; Grade  
 Checker; Landscape; Brick  
 Mason Tender; Mortar Mixer..\$ 23.68                    21.45+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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 \* PAIN0201-007 05/01/2019

Rates                    Fringes

Painters:

Brush, Roller & Spray;  
 Drywall Finishing/Taping....\$ 29.09                    16.65

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 \* PLUM0773-006 05/01/2019

Rates                    Fringes

PIPEFITTER, Includes HVAC  
 Pipe Installation.....\$ 38.50                    30.98  
 PLUMBER.....\$ 38.50                    30.98

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 ROOF0241-002 07/01/2018

Rates                    Fringes

ROOFER, Includes Roof Tear  
 Off, and Installation of  
 Modified Bitumen, Rubber,  
 Shake & Shingle, and Single  
 Ply Roofs.....\$ 30.05                    19.27

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 SFNY0669-006 04/01/2017

Rates                    Fringes

SPRINKLER FITTER (Fire  
 Sprinklers).....\$ 33.76                    15.84



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 \* SHEE0083-004 06/01/2019

	Rates	Fringes
SHEET METAL WORKER, Includes		
HVAC Duct Installation.....	\$ 33.73	33.09

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of these holidays fall on a Saturday or Sunday, either the preceding Friday or following Monday will be observed as the holiday.

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 SUNY2009-019 09/30/2009

	Rates	Fringes
CARPENTER, Includes Drywall		
Hanging, and Form Work.....	\$ 24.18	7.16
IRONWORKER, ORNAMENTAL.....	\$ 20.75	15.29
IRONWORKER, STRUCTURAL.....	\$ 22.00	13.60
LABORER: Asbestos Abatement (Removal from Ceilings, Floors, Walls, and Mechanical Systems).....		
	\$ 19.76	9.45
LABORER: Asphalt Shoveler.....	\$ 20.89	8.95
LABORER: Mason Tender - Cement/Concrete.....	\$ 18.72	9.51
LABORER: Pipelayer.....	\$ 21.06	14.30
OPERATOR: Auger.....	\$ 21.19	15.85
OPERATOR: Backhoe.....	\$ 25.05	7.45

OPERATOR: Crane.....	\$ 23.94	11.40
OPERATOR: Forklift.....	\$ 22.45	9.34
OPERATOR: Loader.....	\$ 18.00	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 23.59	9.95
OPERATOR: Roller.....	\$ 17.75	5.89
TRUCK DRIVER: Dump Truck.....	\$ 16.00	2.62

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

\* an existing published wage determination

- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

#### Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

#### Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

#### Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

#### Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

#### Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

#### Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website ([www.labor.ny.gov](http://www.labor.ny.gov)) for current wage rate information.

#### Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870



**Essex County General Construction**

**Boilermaker**

**07/01/2019**

**JOB DESCRIPTION** Boilermaker

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

**WAGES**

Per hour

07/01/2019	01/01/2020 Additional
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Boilermaker	\$ 37.29	\$ 1.59
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**SUPPLEMENTAL BENEFITS**

Per hour

07/01/2019

Journeyman	\$ 24.53 + 1.24*
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\* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

**OVERTIME PAY**

See (B, E, Q, V) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

**REGISTERED APPRENTICES**

Wages per hour

( 1/2 ) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th
18.42	18.42	19.30	20.16	21.03	21.91	22.79	23.65
+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*

\* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

1-197

**Carpenter - Building**

**07/01/2019**

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT 2**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin

**WAGES**

Per hour:

07/01/2019	07/01/2020 Additional
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Carpenter	\$ 27.17	\$ 1.00
Floor Coverer	27.17	1.00
Carpet Layer	27.17	1.00
Dry-Wall	27.17	1.00
Lather	27.17	1.00
Diver-Wet Day	61.25	0.00
Diver-Dry Day	28.17	1.00
Diver Tender	28.17	1.00

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- Pile Drivers shall receive \$0.25 per hour over the journeyman's rate of pay when performing piledriving work.
- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive:
  - 0' to 80' no additional fee
  - 81' to 100' additional \$.50 per foot
  - 101' to 150' additional \$0.75 per foot
  - 151' and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 20.89

### OVERTIME PAY

See (B, E, \*E2, Q) on OVERTIME PAGE

\* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

### REGISTERED APPRENTICES

Wages per hour

FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016

One year terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour:

1st year term	\$ 11.46
2nd year term	11.46
3rd year term	14.06
4th year term	14.06

FOR APPRENTICES INDENTURED AFTER JANUARY 1, 2016

1,300 hour terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%

Supplemental Benefits per hour:

1st term	\$ 11.46
2nd term	11.46
3rd term	14.06
4th term	14.06
5th term	14.06

ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED (not subject to overtime premiums):

- Pile Driving apprentices shall receive \$0.25 per hour when performing piledriving work.

- Certified welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-291B-Cli

**Carpenter - Building / Heavy&Highway**

**07/01/2019**

**JOB DESCRIPTION** Carpenter - Building / Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

**PARTIAL COUNTIES**

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

**WAGES**

Wages per hour:	07/01/2019	07/01/2020	07/01/2021
		Additional	Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 30.88	\$ 1.15	\$ 1.15

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.10

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5) on HOLIDAY PAGE  
 Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

**REGISTERED APPRENTICES**

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

1st year term	\$ 11.55
2nd year term	11.55
3rd year term	14.15
4th year term	14.15

2-42AtSS

**Carpenter - Heavy&Highway**

**07/01/2019**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

Albany, Clinton, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour	07/01/2019	07/01/2020	07/01/2021
		Additional	Additional
Carpenter	\$ 33.02	\$ 1.40	\$ 1.40

Piledriver	33.02	1.40	1.40
Diver-Wet Day	58.02	1.40	1.40
Diver-Dry Day	34.02	1.40	1.40
Diver-Tender	34.02	1.40	1.40

**NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):**

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

**ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:**

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51'to 100' additional \$.50 per foot
  - 101'to 150' additional \$.75 per foot
  - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 22.50

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled work day before and after the Holiday.

**REGISTERED APPRENTICES**

Wages per hour

**FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016**

One year terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

1st year term	\$ 11.42
2nd year term	11.42
3rd year term	14.02
4th year term	14.02

**FOR APPRENTICES INDENTURED AFTER JANUARY 1, 2016**

1,300 hour terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%

Supplemental Benefits per hour:

1st term	\$ 11.42
2nd term	11.42
3rd term	14.02
4th term	14.02
5th term	14.02

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

2-291HH-Alb

**Electrician**

**07/01/2019**

**JOB DESCRIPTION** Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

**WAGES**

Per hour:	07/01/2019	04/01/2020	04/01/2021	04/01/2022
		Additional	Additional	Additional
Electrician	\$ 35.00	\$ 1.55	\$ 1.60	\$ 1.65
Teledata	35.00			
Welder	37.00			

NOTE: Additional premiums for the following work listed:

- Additional \$1.50 per hour for work performed underground such as tunnels and mine shafts. Excludes manholes and walkway tunnels between buildings.
- Additional \$1.50 per hour for working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or mechanical lifts over 65 feet.

Shift Work: The following rates will apply on all Contracting Agency mandated shifts worked between the hours listed below. The employer may be permitted to adjust the starting hours of the shift by up to two (2) hours if required by the agency. If a shift begins outside of the stated shift hours, the rate paid would be determined by what shift the majority of the hours were worked.

1st shift:	8:00 AM to 4:30 PM regular wage rate
2nd shift:	4:30 PM to 1:00 AM regular wage rate plus 17.3%
3rd shift:	12:30 AM to 9:00 AM regular wage rate plus 31.4%

**\*\* IMPORTANT NOTICE - EFFECTIVE 07/01/2012 \*\***

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:	\$ 20.68
	*plus 5.75% of gross wage

\* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: Hourly terms at the following percentage of Journeyman's wage.

	1-1000	to 2000	to 3500	to 5000	to 6500	to 8000
	45%	50%	55%	60%	70%	80%
Electrician	\$15.75	\$17.50	\$19.25	\$21.00	\$24.50	\$28.00
Tunnel	\$17.25	\$19.00	\$20.75	\$22.50	\$26.00	\$29.50

SUPPLEMENTAL BENEFITS per hour:

07/01/2019

Appr 1st & 2nd term \$ 10.02  
 \* plus 5.75% of gross wage

Appr All other terms \$ 20.68  
 \* plus 5.75% of gross wage

\* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

6-910

**Elevator Constructor**

**07/01/2019**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**PARTIAL COUNTIES**

Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida  
 Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

**WAGES**

Per hour

07/01/2019 01/01/2020

Mechanic \$ 46.00 \$ 47.51

Helper 70% of Mechanic Wage Rate 70% of Mechanic Wage Rate

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

\*\*\*Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour

07/01/2019 01/01/2020

Journeyman/Helper \$ 33.705\* \$ 34.765\*

(\*)Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of service.

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE  
 Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50%	55 %	65 %	70 %	80 %

(\*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits - per hour worked:

Same as Journeyman/Helper

**Glazier** **07/01/2019**

**JOB DESCRIPTION** Glazier

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour

	07/01/2019	5/01/2020 Additional	5/01/2021 Additional
Glazier Base Wage	\$ 29.15	\$ 1.75	\$ 1.75
	+ additional \$2.20 per hour for all hours worked		
High Work Base Wage*	31.35		
	+ additional \$3.55 per hour for all hours worked		

(\* )When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.  
 NOTE - In order to use the 4 Day/10 Hour Work schedule, as your normal schedule, you must submit an Employer Registration for Use of 4 Day/10 Hour Work Schedule, form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 20.06
Journeyman High Work	25.36

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

Premium is applied to the respective base wage only.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

**REGISTERED APPRENTICES**

Wages per hour

Apprentice Glazier One Year and 1500 hr. terms at the following percentage of Journeymans base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$2.20 per hour for all hours worked for all terms			

Apprentice Glazier Hi-Work One Year and 1500 hr. terms at the following percentage of Journeymans Hi-Work base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$3.52 per hour for all hours worked for all terms			

Supplemental Benefits per hour worked

Apprentice 1st term	\$ 16.39
Apprentice 2nd-4th term	20.06
Apprentice High Work 1st term	19.34
Apprentice High Work 2nd-4th term	25.36

**Insulator - Heat & Frost** **07/01/2019**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

**WAGES**

Wages per hour	07/01/2019
Asbestos Worker*	\$ 36.04
Insulator*	36.04
Firestopping Worker*	30.64

(\*)On Mechanical Systems only.

On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 21.94
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**OVERTIME PAY**

See (\*B1, \*\*Q) on OVERTIME PAGE

\*B1=Double time begins after 10 hours on Saturday

\*\*Q=Triple time on Labor Day if worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a holiday falls on Sunday the following Monday shall be observed as the holiday.

**REGISTERED APPRENTICES**

Wages per hour

one year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
60 %	70 %	80 %	90 %

Supplemental Benefits per hour worked:

Apprentices	\$ 21.94
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1-40

**Ironworker**

**07/01/2019**

**JOB DESCRIPTION** Ironworker

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**PARTIAL COUNTIES**

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Perth, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worcester.

**WAGES**

Wages	07/01/2019
Per hour	

Ornamental	\$ 31.55
Reinforcing	31.55
Rodman	31.55
Structural & Precast	31.55
Mover/Rigger	31.55
Fence Erector	31.55
Stone Derrickman	31.55
Sheeter	31.80
Curtain Wall Installer	31.55
Metal Window Installer	31.55

**SUPPLEMENTAL BENEFITS**

Per hour



JOURNEYMAN \$ 28.81

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

07/01/2019

1st year	\$ 16.50
2nd year	18.50
3rd year	20.50
4th year	22.50

Supplemental Benefits per hour worked

1st year	\$ 11.25
2nd year	22.39
3rd year	23.97
4th year	25.57

1-12

**Laborer - Building**

**07/01/2019**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 7**

**ENTIRE COUNTIES**

Clinton, Essex, Warren

**WAGES**

GROUP A: All Laborers (except as noted)

GROUP B: Asbestos & Hazardous Waste Work.

WAGES per hour

07/01/2019

Group A	\$ 24.33
Group B	25.83

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 22.45

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour

Terms are at the following percentage of Group Rate A.

0-1,000 Hrs	1,001-2,000 Hrs	2,001-3,000 Hrs	3,001-4,000 Hrs
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour worked:

All Terms: Same as Journeyman

7-1822ew

**Laborer - Heavy&Highway**

**07/01/2019**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 7**

**ENTIRE COUNTIES**  
 Clinton, Essex, Warren

**WAGES**  
 Per hour:

GROUP A: Drill Helper, Flagmen, Outboard and Hand Boats.

GROUP B: BASIC RATE: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter & Power Unit, Pusher Type Concrete Saw and All Other Gas, Electric, Oil, and Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling Equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters, Stone or Granite Curb Setters.

GROUP E: Hazardous Waste Removal Work when designated by State/Federal as hazardous waste site and regulations require employees wear required personal protection.

WAGES per hour	07/01/2019	07/01/2020 Additional	07/01/2021 Additional
Group # A	\$ 25.97	\$ 1.60	\$ 1.60
Group # B	26.17	1.60	1.60
Group # C	26.37	1.60	1.60
Group # D	26.57	1.60	1.60
Group # E	28.67	1.60	1.60

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$2.50 per hour.

IMPORTANT NOTE: Operation of all terrain forklifts or skid steers is the work of the Operating Engineers, please see appropriate rates.

**SUPPLEMENTAL BENEFITS**  
 Per hour:

Journeyman \$ 24.95

**OVERTIME PAY**  
 See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**  
 Paid: See (5, 6) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

**REGISTERED APPRENTICES**  
 WAGES: 1000 hour terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour worked:

All Terms: Same as Journeyman

7-1822/2h

**Laborer - Tunnel**

**07/01/2019**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 7**

**ENTIRE COUNTIES**  
 Clinton, Essex, Warren

**WAGES**  
 GROUP A: General Laborer

GROUP B: Change Houseman, Miners and all Machine Men, Safety Miner, all Shaft-work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Hazardous/Waste Work

WAGES (per hour)

	07/01/2019	07/01/2020	07/01/2021
Tunnel Laborer:		Additional	Additional
Group A	\$ 29.15	\$ 1.60	\$ 1.60
Group B	29.35	1.60	1.60
Group C*	31.65	1.60	1.60

(\*)Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

Note - A single irregular work shift shall be paid an additional \$2.50 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 24.95

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, it will be celebrated on Friday. If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

**REGISTERED APPRENTICES**

Wages per hour

Terms are at the following percentage of Group B rate.

0-1000 Hrs	1001-2000 Hrs	2001-3000 Hrs	3001-4000 Hrs
60%	70%	80%	90%

**SUPPLEMENTAL BENEFITS**

All Terms: Same as Journeyman

7-1822T

**Lineman Electrician**

**07/01/2019**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

**WAGES**

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

	07/01/2019	05/04/2020
Lineman, Technician	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	52.05	53.50
Welder, Cable Splicer	52.05	53.50
Digging Mach. Operator	46.85	48.15
Tractor Trailer Driver	44.24	45.48
Groundman, Truck Driver	41.64	42.80

Equipment Mechanic	41.64	42.80
Flagman	31.23	32.10

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	52.05	53.50
Cable Splicer	57.26	58.85
Certified Welder - Pipe Type Cable	54.65	56.18
Digging Mach. Operator	46.85	48.15
Tractor Trailer Driver	44.24	45.48
Groundman, Truck Driver	41.64	42.80
Equipment Mechanic	41.64	42.80
Flagman	31.23	32.10

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 53.37	\$ 54.82
Crane, Crawler Backhoe	53.37	54.82
Cable Splicer	58.71	60.30
Certified Welder - Pipe Type Cable	56.04	57.56
Digging Mach. Operator	48.03	49.34
Tractor Trailer Driver	45.36	46.60
Groundman, Truck Driver	42.70	43.86
Equipment Mechanic	42.70	43.86
Flagman	32.02	32.89

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 54.56	\$ 56.01
Crane, Crawler Backhoe	54.56	56.01
Cable Splicer	54.56	56.01
Digging Mach. Operator	49.10	50.41
Tractor Trailer Driver	46.38	47.61
Groundman, Truck Driver	43.65	44.81
Equipment Mechanic	43.65	44.81
Flagman	32.74	33.61

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

**\*\* IMPORTANT NOTICE \*\***

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.  
\*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour worked (also required on non-worked holidays):

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

Journeyman	\$ 24.15 *plus 6.75% of hourly wage	\$ 24.90 *plus 6.75% of hourly wage
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\*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY**

See (B, E, Q,) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.  
 NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.  
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid	See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

**Lineman Electrician - Teledata**

**07/01/2019**

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour:

For outside work, stopping at first point of attachment (demarcation).

	07/01/2019	01/01/2020	01/01/2021
Cable Splicer	\$ 32.78	\$ 33.77	\$ 34.78
Installer, Repairman	\$ 31.12	\$ 32.05	\$ 33.01
Teledata Lineman	\$ 31.12	\$ 32.05	\$ 33.01
Tech., Equip. Operator	\$ 31.12	\$ 32.05	\$ 33.01
Groundman	\$ 16.49	\$ 16.99	\$ 17.50

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 4.73 *plus 3% of wage paid	\$ 4.73 *plus 3% of wage paid	\$ 4.73 *plus 3% of wage paid
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\*The 3% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting** **07/01/2019**

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting **DISTRICT 6**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

**WAGES**

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/groundman truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.  
 (Ref #14.01.01)

Per hour:	07/01/2019	05/04/2020
Lineman, Technician	\$ 45.00	\$ 46.20
Crane, Crawler Backhoe	45.00	46.20
Certified Welder	47.25	48.51
Digging Machine	40.50	41.58
Tractor Trailer Driver	38.25	39.27
Groundman, Truck Driver	36.00	36.96
Equipment Mechanic	36.00	36.96
Flagman	27.00	27.72

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

**\*\* IMPORTANT NOTICE \*\***

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.  
 \*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 24.15	\$ 24.90
	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage

\*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.  
 Supplements paid at STRAIGHT TIME rate for holidays.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.  
 NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.  
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.  
 Overtime: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

**REGISTERED APPRENTICES**

WAGES: Per hour. 1000 hour terms.

	07/01/2019	05/04/2020
1st term	\$ 27.00	\$ 27.72
2nd term	29.25	30.03
3rd term	31.50	32.34
4th term	33.75	34.65
5th term	36.00	36.96
6th term	38.25	39.27
7th term	40.50	41.58

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

**Lineman Electrician - Tree Trimmer**

**07/01/2019**

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT 6**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

**WAGES**

Per hour:

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

07/01/2019

Tree Trimmer	\$ 25.79
Equipment Operator	22.81
Equipment Mechanic	22.81
Truck Driver	18.99
Groundman	15.64
Flag person	11.27

**SUPPLEMENTAL BENEFITS**

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 9.98
	*plus 3% of hourly wage

\* The 3% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE  
 NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.  
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.  
All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

**Mason - Building**

**07/01/2019**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour 07/01/2019

Tile/Marble/Terrazzo

Setter \$ 35.46  
Finisher 27.71

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman Setter \$ 19.98  
Journeyman Finisher 17.24

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:  
1st term 0-500 hrs 60%  
2nd term 501-1500 hrs 70%  
3rd term 1501-2500 hrs 80%  
4th term 2501-3500 hrs 85%  
5th term 3501-4500 hrs 90%  
6th term 4501-6000 hrs 95%

Finisher:  
1st term 0-500 hrs 70%  
2nd term 501-1500 hrs 80%  
3rd term 1501-2500 hrs 90%  
4th term 2501-3700 hrs 95%

Supplemental Benefits per hour worked  
07/01/2019

Setter:  
1st term 0-500 hrs \$ 11.63  
2nd term 501-1500 hrs 11.63  
3rd term 1501-2500 hrs 15.85  
4th term 2501-3500 hrs 15.85  
5th term 3501-4500 hrs 17.97  
6th term 4501-6000 hrs 19.98



Finisher:	
1st term 0-500 hrs	\$ 11.09
2nd term 501-1500 hrs	11.09
3rd term 1501-2500 hrs	14.21
4th term 2501-3700 hrs	14.21

12-2TS.1

**Mason - Building**

**07/01/2019**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

Clinton, Essex, Franklin

**PARTIAL COUNTIES**

Warren: Only the Townships of Chester, Hague, Horicon and Johnsburg.

**WAGES**

Per hour 07/01/2019

Bricklayer	\$ 32.84
Cement Finisher	32.84
Plasterer/Fireproofers*	32.84
Pointer/Caulker/Cleaner	32.84
Stone Mason	32.84
Acid Brick	33.84

(\*)Fireproofers on Structural only.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 19.62

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

750 hr terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0-500 Hours	\$ 11.77
All others	\$ 19.62

12-2b.8

**Mason - Heavy&Highway**

**07/01/2019**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 12

**ENTIRE COUNTIES**

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

**PARTIAL COUNTIES**

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

**WAGES**

Per hour  
07/01/2019  
Mason &  
Bricklayer \$38.24

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman  
\$ 19.90

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

**REGISTERED APPRENTICES**

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

\$ 19.90

12-2hh.1

**Millwright**

**07/01/2019**

**JOB DESCRIPTION** Millwright

**DISTRICT 2**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

**WAGES**

Per hour:	07/01/2019	07/01/2020
		Additional
Building	\$ 28.59	\$ 1.25
Heavy & Highway	30.59	1.25

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$0.50. This amount will increase to \$1.00 on 7/1/2020.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.30

**OVERTIME PAY**

See (B, E, \*E2, Q) on OVERTIME PAGE

\*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

**REGISTERED APPRENTICES**

Wages per hour:

(1)year terms at the following percentage of journeymans rate.

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 10.60
2nd term	19.49
3rd term	20.76
4th term	22.03

2-1163.2

**Operating Engineer - Building**

**07/01/2019**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks,whirlies, dragline, boom trucks over 5 tons.

CLASS A:

Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:

Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps.

\* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2019	07/01/2020	07/01/2021
Class # A1	\$ 44.68	45.67	46.71
Class # A	44.19	45.18	46.22
Class # B	43.17	44.16	45.20
Class # C	40.27	41.26	42.30

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.25 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.25 per hr for Cranes with Boom length & jib 200ft. and over.  
 Additional \$2.50 per hr over B rate for Nuclear Leader work.  
 Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.  
 Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2019	07/01/2020	07/01/2021
Journeyman	\$ 27.10	28.25	29.40

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday. Employees who work a Saturday holiday shall be paid double time plus 8 hours of straight time.

**REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

	07/01/2019	07/01/2020	07/01/2021
All terms	\$ 22.40	28.25	29.40

1-158 Alb

**Operating Engineer - Heavy&Highway**

**07/01/2019**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

**CLASSIFICATION A:**

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

**CLASSIFICATION B:**

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder

**CLASSIFICATION C:**

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

**WAGES per hour**

	07/01/2019	07/01/2020 Additional	07/01/2021 Additional
Master Mechanic	\$ 46.43	\$ 2.60	\$ 2.70
Class A*	44.82		
Class B	43.91		
Class C	41.34		

Additional \$2.50 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.  
 Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(\*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 27.30

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on a Saturday, it will be celebrated on Saturday.

**REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

All Terms 07/01/2019  
 \$ 22.70

1-158H/H Alb

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

**ENTIRE COUNTIES**

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

**WAGES**

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2019	10/01/2019
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 39.23	\$ 40.31
CLASS A2 Crane Operator (360 swing)	34.96	35.92
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	33.93	34.86
CLASS B2 Certified Welder	31.94	32.82
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.07	31.92
CLASS C2 Boat Operator	30.06	30.89
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	24.97	25.66

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2019	10/01/2019
All Classes A & B	\$11.23 plus 7.5% of straight time wage, Overtime hours add \$ 0.63	\$11.88 plus 7.5% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$10.93 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.58 plus 7.5% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.63 plus 7.5% of straight time wage, Overtime hours	11.28 plus 7.5% of straight time wage, Overtime hours

add \$ 0.33

add \$ 0.33

**OVERTIME PAY**

See (B2, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

**Operating Engineer - Survey Crew**

**07/01/2019**

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

**PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

**WAGES**

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2019

Party Chief	\$ 41.51
Instrument Person	39.15
Rod Person	27.10

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 26.80
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**OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2019

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 16.21
1001-2000	18.92
2001-3000	21.63

12-158-545 D.H.H.

**Operating Engineer - Survey Crew - Consulting Engineer**

**07/01/2019**

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 12

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

**PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.  
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

**WAGES**

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

**SURVEY CLASSIFICATIONS:**

- Party Chief - One who directs a survey party.
- Instrument Person - One who operates the surveying instruments.
- Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2019

Party Chief	\$ 42.86
Instrument Person	39.37
Rod Person	29.14

Additional \$3.00/hr. for Tunnel Work.  
Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 25.60
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**OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2019

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 17.43
1001-2000	\$ 20.35
2001-3000	\$ 23.26

12-158-545 DCE

**Operating Engineer - Tunnel**

**07/01/2019**

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT 7**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

**PARTIAL COUNTIES**

Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.  
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

**WAGES**



**CLASS A:** Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine (Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

**CLASS B:** Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant (non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Welder; Winch; Winch Cat

**CLASS C:** A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Guniting Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifier (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point

**CLASS D:** Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinus Widener; Shell Winder; Steam Cleaner; Tractor

**WAGES per hour:**

	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Master Mechanic	\$ 48.00	\$ 49.45	\$ 51.00	\$ 52.60
CLASS A	45.59	47.04	48.59	50.19
CLASS B	44.37	45.82	47.37	48.97
CLASS C	41.58	43.03	44.58	46.18
CLASS D	38.57	40.02	41.57	43.17

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

**CRANES:**

Crane 1: All cranes, including self-erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 49.59	\$ 51.04	\$ 52.59	\$ 54.19
Crane 2	48.59	50.04	51.59	53.19
Crane 3	47.59	49.04	50.59	52.19

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 28.40	\$ 30.75	\$ 31.90	\$ 33.05
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**OVERTIME PAY**

See (B, B2, E, Q, X) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

WAGES:(1000) hours terms at the following percentage of Journeyman's wage.

1st term	60% of Class B
2nd term	65% of Class B
3rd term	70% of Class B
4th term	75% of Class B

SUPPLEMENTAL BENEFITS per hour paid: Same as Journeyman

7-158-832TL.

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**Painter** **07/01/2019**

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**JOB DESCRIPTION** Painter

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Essex, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour	07/01/2019	05/01/2020 Additional
Painter\Wallcover	\$ 29.09	\$1.50
Drywall Finishers	29.09	1.50
Spray Rate	29.09	1.50
Structural Steel*	30.09	1.50
Lead Abatement	30.09	1.50
Lead Abatement on Structural Steel	31.09	1.50

(\* )Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.

Bridge Painter

See Bridge Painter rates for the following work:

All Bridges and Tanks

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 16.85

**OVERTIME PAY**

See (B, E2, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

Wages per hour

1000 hour terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

All Terms \$ 16.85

1-201-P

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**Painter - Bridge & Structural Steel** **07/01/2019**

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**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per Hour:

STEEL:

Bridge Painting: 07/01/2019  
\$ 49.50  
+ 6.38\*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker: 07/01/2019  
\$ 9.50  
+26.05\*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

**OVERTIME PAY**

See (A, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (4, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage - Per hour:

Apprentices: (1) year terms 07/01/2019  
1st year \$ 23.13  
2nd year 34.73  
3rd year 46.30

Supplemental Benefits - Per hour:

1st year \$ 13.44  
2nd year 20.16  
3rd year 26.88

8-DC-9/806/155-BrSS

**Painter - Line Striping**

**07/01/2019**

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per hour:

Painter (Striping-Highway): 07/01/2019  
Striping-Machine Operator\* \$ 29.93  
Linerman Thermoplastic \$ 36.06

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour paid: 07/01/2019  
 Journeyworker:

Striping-Machine operator \$ 7.44  
 Linerman Thermoplastic \$ 7.44

**OVERTIME PAY**

See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
 Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One (1) year terms at the following wage rates:  
 07/01/2019  
 1st term \$ 11.97  
 2nd term 17.96  
 3rd term 23.94

Supplemental Benefits per hour:

1st term \$ 7.44  
 2nd term 7.44  
 3rd term 7.44

8-1456-LS

**Painter - Metal Polisher**

**07/01/2019**

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

07/01/2019  
 Metal Polisher \$ 30.58  
 Metal Polisher\* 31.53  
 Metal Polisher\*\* 34.08

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2019

Journeyworker:  
 All classification \$ 7.72

**OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE  
 Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:  
 One (1) year term at the following wage rates:

07/01/2019

1st year	\$ 15.00
2nd year	15.00
3rd year	15.75
1st year*	\$ 17.39
2nd year*	17.44
3rd year*	18.29
1st year**	\$ 19.50
2nd year**	19.50
3rd year**	20.25

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 5.52
2nd year	5.52
3rd year	5.52

8-8A/28A-MP

**Plumber**

**07/01/2019**

**JOB DESCRIPTION** Plumber

**DISTRICT 1**

**ENTIRE COUNTIES**

Essex

**PARTIAL COUNTIES**

Franklin: Entire County except for the Village of Hogansburg and the St. Regis Indian Reservation.

Hamilton: The Townships of Long Lake and Indian Lake

**WAGES**

Per hour

07/01/2019

Plumber & Steamfitter	\$ 38.50
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**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 20.55 +10.43*
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\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime and applicable to paid Holidays.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (22) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

Note: Whenever a Holiday falls on a Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

**REGISTERED APPRENTICES**

Wages per hour

One year terms at the following percentage of Journeyman's wage

1st yr	50%
2nd yr	60%
3rd yr	70%
4th yr	80%
5th yr	90%

Supplemental Benefits per hour worked

1st yr	\$ 17.63 + 5.22*
2nd yr	18.21 + 6.26*
3rd yr	18.80 + 7.30*
4th yr	19.38 + 8.34*
5th yr	19.97 + 9.39*

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

\* This portion per hour paid.

1-773EF-SF

**Roofer**

**07/01/2019**

**JOB DESCRIPTION** Roofer

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

**WAGES**

Per hour	07/01/2019	07/01/2020 Additional	07/01/2021 Additional
Roofer/Waterproofer	\$ 31.55	\$1.50	\$1.50
Asphalt Cold Process	32.05		
Fluid Applied Roof	32.05		
Pitch & Asbestos	33.55		

**Shift Work:**

On government mandated shift work starting after 12:00pm and before 4:00am workers shall be paid \$4.00 additional per hour

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 19.27

**OVERTIME PAY**

See ( B, E, Q ) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional \$0.50 must be paid in the wages.

1st Term 1500 hrs.	58%
2nd Term 1 yr. and 1500 hrs.	74%
3rd Term 1 yr. and 1050 hrs.	90%

Supplemental Benefits per hour worked

1st Term	\$ 17.69
2nd Term	18.12
3rd Term	18.60

1-241

**Sheetmetal Worker**

**07/01/2019**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour	07/01/2019	06/01/2020	06/01/2021
		Additional	Additional
Sheetmetal Worker	\$33.16	\$ 1.75	\$ 1.75

All work requiring HAZWOPER Training additional \$1.00 per hour

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$33.09
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**OVERTIME PAY**

See ( B,E,E5,Q ) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

**REGISTERED APPRENTICES**

Wages per hour

6 Month Terms at the following rate:

1st term	\$18.44
2nd term	\$19.99
3rd term	\$20.77
4th term	\$21.55
5th term	\$20.34
6th term	\$21.35
7th term	\$23.04
8th term	\$24.73
9th term	\$26.41
10th term	\$28.10

Supplemental Benefits per hour worked

1st term	\$20.30
2nd term	20.88
3rd term	21.18
4th term	21.60
5th term	27.62
6th term	28.05
7th term	28.77
8th term	29.49
9th term	30.21
10th term	30.93

**Sprinkler Fitter**

**07/01/2019**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

Alliegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

**WAGES**

Per hour	07/01/2019
Sprinkler Fitter	\$ 34.91

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 24.93
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

**REGISTERED APPRENTICES**

Wages per hour

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.22	\$ 17.89	\$ 17.93	\$ 18.48	\$ 18.52	\$ 18.57	\$ 18.61	\$ 18.66	\$ 18.70

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 18.04	\$ 18.04	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29

1-669

**Teamster - Building** **07/01/2019**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 7**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Jefferson, St. Lawrence

**PARTIAL COUNTIES**

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

**WAGES**

GROUP # 1: Fuel Trucks, Fork Lift (Warehouse & Storage Area Only), Bus, Warehouse, Yardman, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight Jobs), Single axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Tiremen, Mechanic Helpers and Parts Chasers.

GROUP # 2: Tandems, Mechanics & Batch Trucks.

GROUP # 3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks.

GROUP # 4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.) Articulated and all-track dump trucks.

Wages per hour

07/01/2019

Building:

Group #1	\$ 23.58
Group #2	24.58
Group #3	24.68
Group #4	23.84

**SUPPLEMENTAL BENEFITS**

Per hour:



All groups \$ 21.51

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

7-687B

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**Teamster - Heavy&Highway**

**07/01/2019**

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 7**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Jefferson, St. Lawrence

**PARTIAL COUNTIES**

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.  
Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.  
Warren: Only the Townships of Hague, Horicon, Chester and Johnsbury.

**WAGES**

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tirmen, Mechanics Helpers and Parts Chasers. Fork Lift (storage & warehouse areas only) Tandems and Batch Trucks, Mechanics, Dispatcher. Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Truck.

GROUP 2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour:

07/01/2019

Heavy/Highway:

Group #1 \$ 25.82  
Group #2 26.04

Additional \$1.50 per hour for hazardous waste removal work on a City, County, and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection.

For work bid on or after April 1, 1982 there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

**SUPPLEMENTAL BENEFITS**

Per hour:

All classes \$ 23.52

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on a Sunday, it will be celebrated on Monday.

7-687

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**Welder**

**07/01/2019**

**JOB DESCRIPTION** Welder

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour 07/01/2019

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

**Essex County Residential**

**Electrician - Residential** **07/01/2019**

**JOB DESCRIPTION** Electrician - Residential **DISTRICT 6**

**ENTIRE COUNTIES**  
 Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

**WAGES**

Per hour: 07/01/2019

Single Family Housing  
 Residential Wireman \$ 16.21

Walk up apartments (1,2,3,4 story. No elevators)  
 Residential Wireman \$ 20.70

**SUPPLEMENTAL BENEFITS**

Per hour:  
 Journeyman-  
 Single family \$ 12.50 plus  
 4.5% of wage\*

Journeyman-  
 Walk up apartments \$ 13.75 plus  
 4.5% of wage\*

\*NOTE: The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.  
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: Six month terms.	1st	2nd	3rd	4th	5th	6th
Single family housing:	\$10.54	\$11.35	\$12.16	\$12.97	\$13.78	\$14.59
Walk up apartments: (1,2,3,4 story. No elevators)	\$13.46	\$14.49	\$15.53	\$16.56	\$17.60	\$18.63

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-910 r

**Laborer - Residential** **07/01/2019**

**JOB DESCRIPTION** Laborer - Residential **DISTRICT 7**

**ENTIRE COUNTIES**  
 Clinton, Essex, Warren

**WAGES**

\*\*\*IMPORTANT NOTE: For the construction of one and two family homes, row housing and garden type homes or apartments, four stories or less, and "related" services including demolition, repair and alteration on any existing structure which is intended for residential use and all ancillary structures and services building relating to the residential structures.\*\*\*

Wages Per hour  
 07/01/2019

All Classifications  
 Laborer \$ 18.28

**SUPPLEMENTAL BENEFITS**

Per hour:

All Classifications \$ 22.45

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour worked:

All Terms: Same as Journeyman

7-1822r-ew

**Mason - Residential**

**07/01/2019**

**JOB DESCRIPTION** Mason - Residential

**DISTRICT** 12

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

\*\*\*IMPORTANT NOTE: Applies to all rehabilitation work on residential structures. "Rehabilitation" shall be defined to include all work, including demolition, repair and alteration on any existing structure which is intended for residential use. On new housing, this article shall be applicable only to site construction of all new work done by the Employer on one (1) family, two (2) family, row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.\*\*\*

Per hour 07/01/2019

Bricklayer	\$ 26.49
Cement Mason	26.49
Plasterer	26.49
Point/Caulk/Clean	26.49
Acid Brick	26.99

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 17.83

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

12-2r.z1

**Mason - Tile Setter & Finisher - Residential**

**07/01/2019**

**JOB DESCRIPTION** Mason - Tile Setter & Finisher - Residential

**DISTRICT** 12

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

\*\*\*IMPORTANT NOTE: Applies to the construction of one family, two family row housing, townhouses, apartments, condominiums and garden type projects or a combination thereof, together with related service buildings and facilities which construction work may be performed wholly on-site or may consist of the assembly of off-site produced modules or components but any of which living units are in the finished form no more than two (2) stories high and are to be utilized solely as dwellings.\*\*\*

Per hour 07/01/2019  
Tile/Marble/Terazzo

Setter	\$ 23.80
Finisher	19.08

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman Setter \$ 8.15  
Journeyman Finisher 8.03

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

12-2TSFr

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**Operating Engineer - Residential**

**07/01/2019**

**JOB DESCRIPTION** Operating Engineer - Residential

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 then north along Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Route 44 and along Route 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

\*\*\*IMPORTANT NOTE: Applies to all rehabilitation work on residential structures. "Rehabilitation" shall be defined to include all work, including demolition, repair and alteration on any existing structure which is intended for residential use. On new housing, applicable only to site construction of all new work done by the Employer on one family, two family, row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.\*\*\*

Per hour

07/01/2019

Journeyman  
All Clasifications 40.27

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman  
All Classifications 20.42

**OVERTIME PAY**

See (B, E2, \*H) on OVERTIME PAGE

\*If Labor Day is worked, the rate of pay shall be at double time rate.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

1-158r Alb

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**Plumber - Residential**

**07/01/2019**

**JOB DESCRIPTION** Plumber - Residential

**DISTRICT 1**

**ENTIRE COUNTIES**

Essex, Franklin

**PARTIAL COUNTIES**

Hamilton: The Townships of Long Lake and Indian Lake

**WAGES**

\*\*\*IMPORTANT NOTE: Applicable solely to new construction of up to, and including apartments with three floors of living accommodations with a maximum of 24 apartments per building, new houses, and repair and maintenance of old residential housing and the above. Also covers all plumbing in connection with sewers and water mains on highways, streets and roadways up to five (5) feet from any building when the residential rate applies.\*\*\*

Per hour

07/01/2019

Plumber &  
Steamfitter \$ 34.50

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 20.55  
+ 10.43\*

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

\* This portion per hour paid.

**OVERTIME PAY**

See (B2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (22) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

Note: Whenever a Holiday falls on a Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

**REGISTERED APPRENTICES**

Wages per hour

One year terms at the following percentage of Journeyman's wage

1st yr 50%  
2nd yr 60%  
3rd yr 70%  
4th yr 80%  
5th yr 90%

Supplemental Benefits per hour worked

1st yr \$ 17.63 + 5.22\*  
2nd yr 18.21 + 6.26\*  
3rd yr 18.80 + 7.30\*  
4th yr 19.38 + 8.34\*  
5th yr 19.97 + 9.39\*

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

\* This portion per hour paid.

1-773rEF-SF

**Sprinkler Fitter - Residential**

**07/01/2019**

**JOB DESCRIPTION** Sprinkler Fitter - Residential

**DISTRICT 1**

**ENTIRE COUNTIES**

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

**WAGES**

\*\*\*IMPORTANT NOTE: "Residential fire protection work" is applicable to one or two family dwellings, all multiple family dwelling units which are permitted to have a single exterior up to and including four stories, townhouses with units stacked vertically up to and including four stories and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.\*\*\*

Per hour

07/01/2019

Sprinkler \$ 26.18  
Fitter

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 24.93

**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

1-669r

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays



- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day
- ( 28 ) Easter Sunday

# **APPENDIX F**

## **IRAN DIVESTMENT CERTIFICATION**

**Attachment "D"**  
**Certification Pursuant to Section 103-g**  
**Of the New York State**  
**General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

---

Signature

---

Title

---

Company

---

Date

# **APPENDIX G**

## **GEOTECHNICAL REPORTS**

## **GULF BROOK RESTORATION PROJECT – PHASE II GEOTECHNICAL REPORTS**

These reports are provided for informational purposes and shall not be considered to be part of the contract documents. If distributed to others by the bidder or contractor, they must be delivered in their entirety only.

It is the bidder's responsibility to determine if the information contained in the geotechnical reports is adequate for bidding purposes. The bidders may make their own investigations, tests and analyses for use in bid preparation if additional information is required. Contractors will not be relieved of any of their obligations for performance of the work for the project, nor shall they be entitled to any additional compensation on the premise of differing subsurface conditions or soils types which may be encountered.

Individual subsurface boring logs were prepared based upon the visual classifications and laboratory testing. The individual subsurface logs and keys explaining the terms used in their preparation are presented in the geotechnical report and should be reviewed for a description of the conditions encountered at the specific test boring locations. It should be understood that conditions are only known at the specific depths and locations sampled. Conditions at other depths and locations may differ. Determinations of earthwork quantities for bidding must not rely solely on the soil strata thicknesses measured at the discrete test boring locations completed for this investigation. The bidder should perform their own explorations as needed to obtain representative thicknesses of soil layers and strata as required to prepare their bids for the work.

**GEOTECHNICAL EVALUATION  
GULF BROOK STREAM RESTORATION  
HAMLET OF KEENE, NEW YORK**

**Dente File No. FDE-15-231**

**Prepared For:**

**ERIC C.F. SANDBLOM, P.E., P.C.  
368 Avenue D, Suite 15  
Williston, VT 05495**



**Prepared By:**

**DENTE ENGINEERING, P.C.  
Watervliet, New York**

**December 16, 2015**

# Important Information About Your Geotechnical Engineering Report

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes*

*The following information is provided to help you manage your risks.*

## **Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects**

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one - not even you* - should apply the report for any purpose or project except the one originally contemplated.

## **Read the Full Report**

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

## **A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors**

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes - even minor ones - and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

## **Subsurface Conditions Can Change**

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

## **Most Geotechnical Findings Are Professional Opinions**

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ-sometimes significantly from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

## **A Report's Recommendations Are *Not* Final**

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual



subsurface conditions revealed during construction. The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.

### **A Geotechnical Engineering Report Is Subject to Misinterpretation**

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

### **Do Not Redraw the Engineer's Logs**

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

### **Give Contractors a Complete Report and Guidance**

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

### **Read Responsibility Provisions Closely**

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led

to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Geoenvironmental Concerns Are Not Covered**

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

### **Rely on Your ASFE-Member Geotechnical Engineer For Additional Assistance**

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.



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### **APPENDICES**

APPENDIX A	USGS Topographic Map and Aerial Photographs
APPENDIX B	Subsurface Investigation Plan
APPENDIX C	Subsurface Logs and Key

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Watervliet, NY 12189  
Voice 518-266-0310  
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**GEOTECHNICAL EVALUATION  
GULF BROOK STREAM RESTORATION  
HAMLET OF KEENE, NEW YORK**

**Dente File No. FDE-15-231**

## **I. INTRODUCTION**

This report presents the results of our Geotechnical Evaluation completed to assist in planning for the Gulf Brook Stream Restoration project in the Hamlet of Keene, New York. The evaluation was conducted in general accord with our proposal number PFDE-15-37 which was approved by Eric C.F. Sandblom, P.E., P.C. (ESPC). In general, the evaluation included the following:

- Layout and completion of four test borings and eight probes to auger refusal,
- Visual classification of the soils recovered from the test borings and preparation of individual subsurface logs by a Geotechnical Engineer,
- Evaluation of the data collected and the preparation of this report to assist in planning for the geotechnical related aspects of the project.

This report and the recommendations contained within it were developed for specific application to the site and construction planned, as we currently understand it. Corrections in our understanding, changes in the structure locations, grades, loads, etc. should be brought to our attention so that we may evaluate their effect, if any, upon the recommendations offered.

A sheet entitled *"Important Information about your Geotechnical Engineering Report"* prepared by the Association of Engineering Firms Practicing in the Geosciences is presented following the title page of this report. This sheet should never be separated from the report and it should be carefully reviewed as it sets the only context within which this report should be used.

It should be understood that this report was prepared, in part, on the basis of a limited number of test borings performed for the field exploration. The borings were advanced at discrete locations and the overburden soils sampled at specific depths. Conditions are only known at the locations and through the depths investigated. Conditions at other locations and depths may be different, and these differences may impact on the conclusions reached and the recommendations offered.

## **II. PROJECT AND SITE DESCRIPTION**

As we understand it, the project entails the design of the restoration for a section of Gulf Brook which flows through the Hamlet of Keene, New York. Part of the project will include the replacement of the existing bridge carrying Bucks Lane over the brook with a new longer bridge to increase the stream opening to about 45 feet. The streambed is currently and is planned to remain about ten feet below the bridge deck surface. Preliminary planning calls for the new bridge to be composed of a voided slab supported on concrete abutments with shallow spread foundations.

The stream channel was impacted by Hurricane Irene in August 2011, and this included washing away of concrete crib and stone type retaining walls which were present along the stream banks south (upstream) of the bridge. These walls have since been replaced by concrete Redi-Rock type walls. The bridge structure itself and downstream retaining walls were not adversely impacted by the floods.

A portion of the USGS topographic map and aerial photographs for the area taken in 2011 and 2014 are presented in Appendix A. The map and photographs are provided to assist the reader in locating the site and reviewing the overall topography and site conditions in the project area. The 2011 aerial photograph shows the area after it was impacted by Hurricane Irene and the 2014 photograph is indicative of the more recent conditions.

## **III. SITE INVESTIGATIONS**

The site's subsurface conditions were investigated through the completion of four test borings (B-1, B-1A, B-1B, and B-2) and eight auger probes (P-1 through P-8) at the approximate locations shown on the Subsurface Investigation Plan presented in Appendix B. The borings and probes were all taken to refusal.

The borings and probes were made using a standard rotary drill rig equipped with hollow stem augers. As the augers were advanced at the boring locations, the overburden soils were sampled and their relative density determined through the Standard Method for Penetration Test and Split-Barrel Sampling of Soils, ASTM D-1586. Representative portions of the soil samples recovered from the test borings were transported to our office for visual classification by a Geotechnical Engineer. Individual subsurface logs which were prepared based on the visual classifications are provided in Appendix C along with a key to the terms used for their preparation.

### **West Side of Bridge**

All borings and probes on the west side of the bridge encountered refusal at depths which varied between two and eight feet below grade. Refusal is likely to have occurred on boulders which are native to the site and/or were placed to fill eroded areas after Hurricane Irene. The materials sampled on this west side of the bridge were composed of sand, gravel, cobbles, and boulders with trace to some silt. No groundwater was present within the maximum eight feet depth explored on the west side of the bridge.

### **East Side of Bridge**

On the east side of the bridge, test boring B-2 encountered about ten feet of possible fill materials composed of sand with some gravel and little to some silt. These materials were judged to be of a loose to firm relative density based upon the standard penetration "N" values recorded as the sample spoon was driven into the ground. The native soils beneath the fills were composed of sand with trace to some gravel. The native soils were also of a loose to firm relative density, with a thin compact layer found in a seam of gravel at a depth of about 15 feet. Auger refusal was met at a depth of 38.2 feet below grade on the east side of the bridge.

Groundwater was measured 10.4 feet below grade on the east side of the bridge. This roughly corresponds to the stream water level at the time of investigation. The groundwater level in the general area of the bridge should fluctuate with seasonal variations in the stream water level.

## **IV. CONCLUSIONS AND RECOMMENDATIONS**

### **A. GENERAL**

If adequate scour protection can be provided, consideration may be given to supporting the structure on spread foundations without piles as currently planned. It appears that the abutment foundation bearing materials will consist predominately of sand but may also include boulders - particularly along the west side of the bridge. Groundwater is present at the stream water level, and dewatering from within the rapidly permeable sand bearing stratum will be required during construction.

The following report sections provide recommendations to assist in planning for design and construction of foundations, abutments, and site walls. We should review final plans and specifications prior to their release for bidding to confirm that our recommendations were properly interpreted and applied and to allow us to refine our recommendations if necessary based on the final design.

### **B. SEISMIC DESIGN**

Based on the available subsurface information it is our opinion that Site Class D, Dense Soil profile, should be assumed for seismic design purposes in accord with the AASHTO Guide Specifications for Seismic Bridge Design.

### **C. EARTHWORK**

The sides of temporary excavations in the embankment fills and native soils should be sloped no steeper than one vertical on 1.5 horizontal (1V:1.5H) as required by OSHA for a Type C soil.

All excavations should be completed so as not to undermine roads, utilities, and/or foundations of adjacent structures. In general, excavations should not encroach within a zone of influence defined by a line extending out and down from the existing structures at an inclination of one vertical on 1.5 horizontal. Excavations that encroach within this

zone should be sheeted, shored and braced to support the soil and adjacent structure loads, or the structure should be underpinned to establish bearing at a deeper level.

Excavation bracing, if required, should be designed by a NYS registered Professional Engineer. The sheeting/bracing can be designed assuming that the site soils (existing fills and native soils) have total unit weights of 110 pcf above groundwater levels and 120 pcf below the groundwater level and a friction angle equal to 30 degrees.

The on-site soils can be considered for reuse as fill and backfill for new structures provided that they are composed of sand and/or gravel with over-size cobbles and boulders sorted out. In general, the materials reused as fill and backfill should contain no particles larger than four inches and less than 15 percent, by weight, of particles finer than a No. 200 mesh sieve.

If imported fills are required, they should consist of processed sand and gravel or crusher-run stone which meet the requirements stipulated for Type 2 or 4 material in Section 304 of the NYSDOT Standard Specifications for Construction and Materials.

The fill and backfill should be placed in loose layers no more than eight inches thick, with each lift compacted to not less than 95 percent of the maximum dry density for the material determined through the procedures of ASTM D-1557, the Modified Proctor Compaction test.

#### **D. FOUNDATIONS**

As previously discussed, conventional spread foundations may be used if adequate scour protection is provided. The foundations should be seated at least five feet below final adjoining grades for frost protection and at least two feet below expected scour lines, whichever is deeper. If boulders or fills are found at the plan foundation bearing depths, they should be removed down to undisturbed native soils and backfilled with clean crushed stone or Structural Fill which is placed and compacted as specified in Section C above. If stone is used it should be an equal blend of No. 1 and 2 size aggregate.

Groundwater will be present at or near the stream water level and dewatering will therefore be required for foundation excavations. It should be understood that the site soils are very permeable and the use of cut-off walls and continuous pumping from well-points or deep sumps may be required to lower the groundwater levels. Prior to excavating for foundations the stream should be diverted and dewatering conducted as required to lower the water level at least one foot below the subgrade elevation. Dewatering should be performed on a continuous basis until the foundations are constructed and adequate load is applied to resist hydrostatic uplift. To establish a more stable base for construction and assist in the dewatering, a minimum 18 inch thick base of clean crushed stone (No. 1 and 2 size) should be planned beneath the foundations. The stone should be placed over a filter fabric (Mirafi 180N or eq.) and chinked together with a heavy reversible plate compactor.

Using the LRFD design procedures, the foundations may be proportioned for a factored bearing resistance equal to 4.0 kips per square foot (ksf) and nominal (ultimate) bearing resistance equal to 12.0 ksf.

Assuming that standard care is employed in preparing the bearing grades for construction, settlement of the soil bearing foundations should be less than one inch. The settlements should occur quickly as the bridge is constructed and backfilled.

#### **E. ABUTMENT AND SITE WALLS**

The design of abutments and site retaining walls may proceed using the following parameters. The design parameters assume backfill consists of on-site sand and gravel or imported Structural Fill (NYSDOT Section 304, Type 2 or 4 material).

- Soils Angle of Internal Friction ( $\phi_f$ ) . . . . . 30 degrees
- Coefficient of At-Rest Earth Pressure . . . . . 0.50
- Coefficient of Active Earth Pressure . . . . . 0.33
- Coefficient of Passive Earth Pressure . . . . . 3.00
- Total Unit Weight of Compacted Soil . . . . . 120 pcf
- Coefficient of Sliding Friction Soil ( $\tan\phi_f$ ) . . . . . 0.58
- Resistance Factor for Passive Resistance ( $\phi_{ep}$ ) . . . . . 0.50
- Resistance Factor for Shear Resistance ( $\phi_r$ ) . . . . . 0.80

Foundation drains and/or weep holes should be installed to prevent groundwater from becoming trapped in the backfill soils.

#### **F. CONSTRUCTION MONITORING**

It should be understood that the actual subsurface conditions that exist across this site will only be known when the site is excavated. The presence of the Geotechnical Engineer during the earthwork and foundation construction phases will allow validation of the subsurface conditions assumed to exist for this study and the design recommended in this report.

We believe this construction sequence observation and testing should be provided by the Geotechnical Engineer of record as a consultant to the Owner, Architect or Construction Manager. We do not believe these services should be provided through the general or earthwork contractor.

#### **V. CLOSURE**

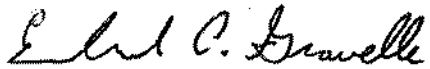
This report was prepared for specific application to the project site and the construction planned using methods and practices common to Geotechnical Engineering in the area at the time. No other warranties, expressed or implied, are made.

Dente Engineering should be retained to review plans and specifications prior to their release for bidding to confirm that the recommendations contained herein were properly understood and applied. Dente Engineering should also be retained during construction

to validate that the actual site conditions are similar to those assumed for development of the recommendations contained in this report.

We appreciate the opportunity to be of service. Should questions arise or if we may be of any other service, please contact us at your convenience.

Prepared By:  
Dente Engineering, P.C.

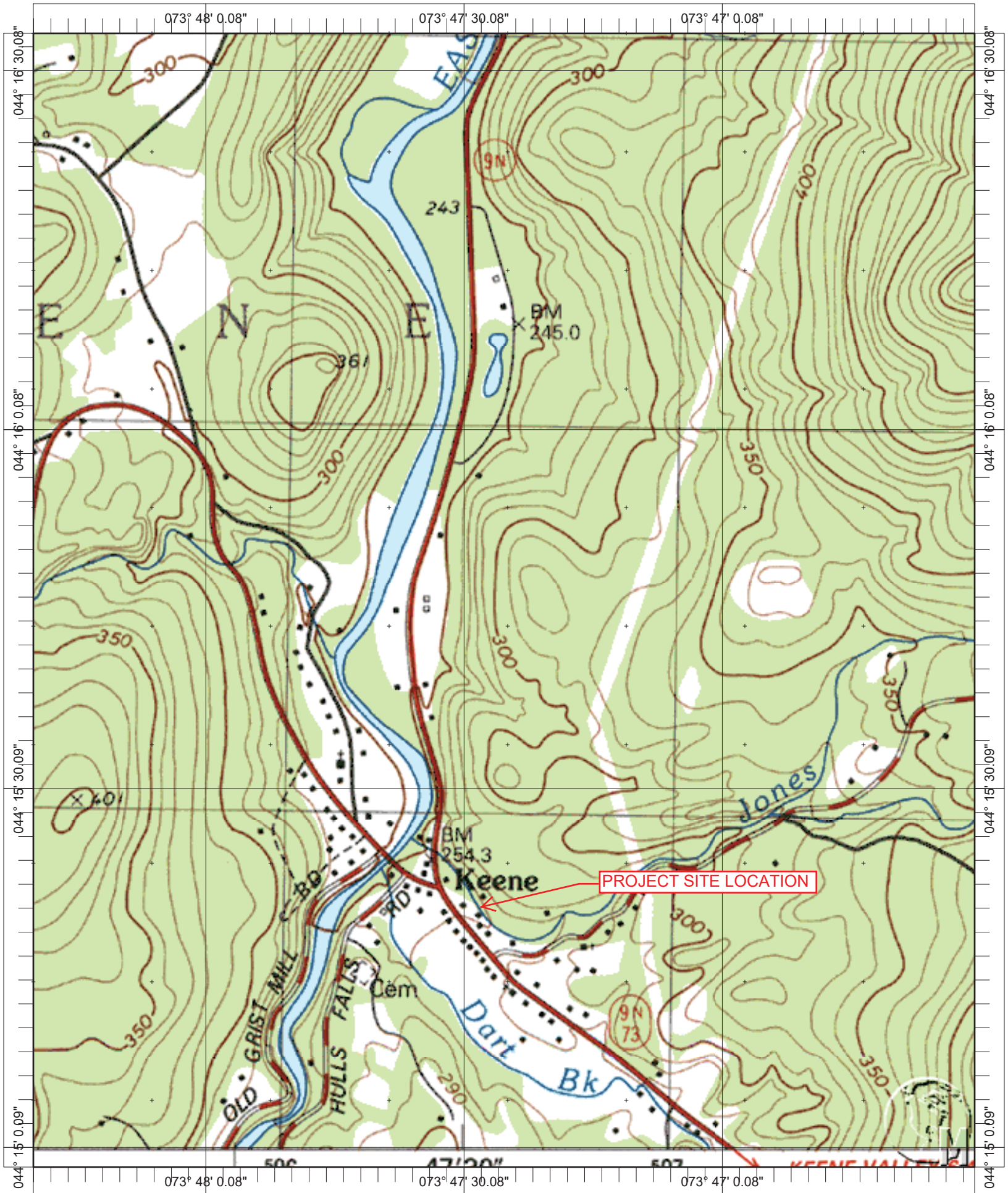
A handwritten signature in black ink, reading "Edward C. Gravelle". The signature is written in a cursive style with a large, stylized initial "E".

Edward C. Gravelle, P.E.  
Vice President



**APPENDIX A  
USGS TOPOGRAPHIC MAP  
AND AERIAL PHOTOGRAPHS**

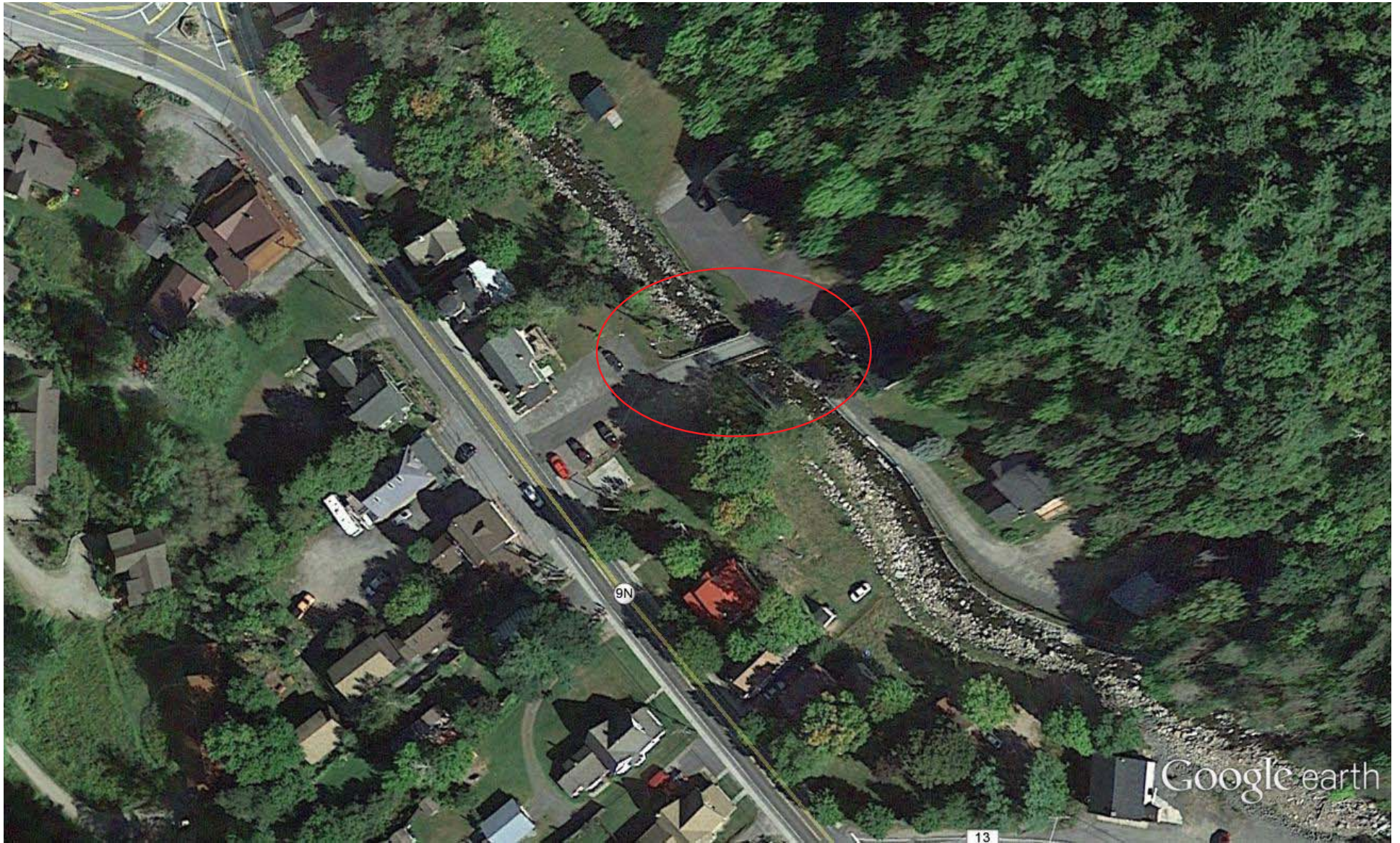
***Gulf Brook Stream Restoration  
Hamlet of Keene, New York***



Name: LAKE PLACID  
 Date: 12/11/115  
 Scale: 1 inch equals 1000 feet

Location: 044° 15' 45.8" N 073° 47' 25.5" W  
 Caption: SITE LOCATION MAP  
 GULF BROOK STREAM RESTORATION  
 HAMLET OF KEENE, NY





Google earth

feet  
meters



GULF BROOK STREAM CHANNEL RESTORATION  
HAMLET OF KEENE, NEW YORK  
(9/08/2014 Aerial Photograph)





Google earth

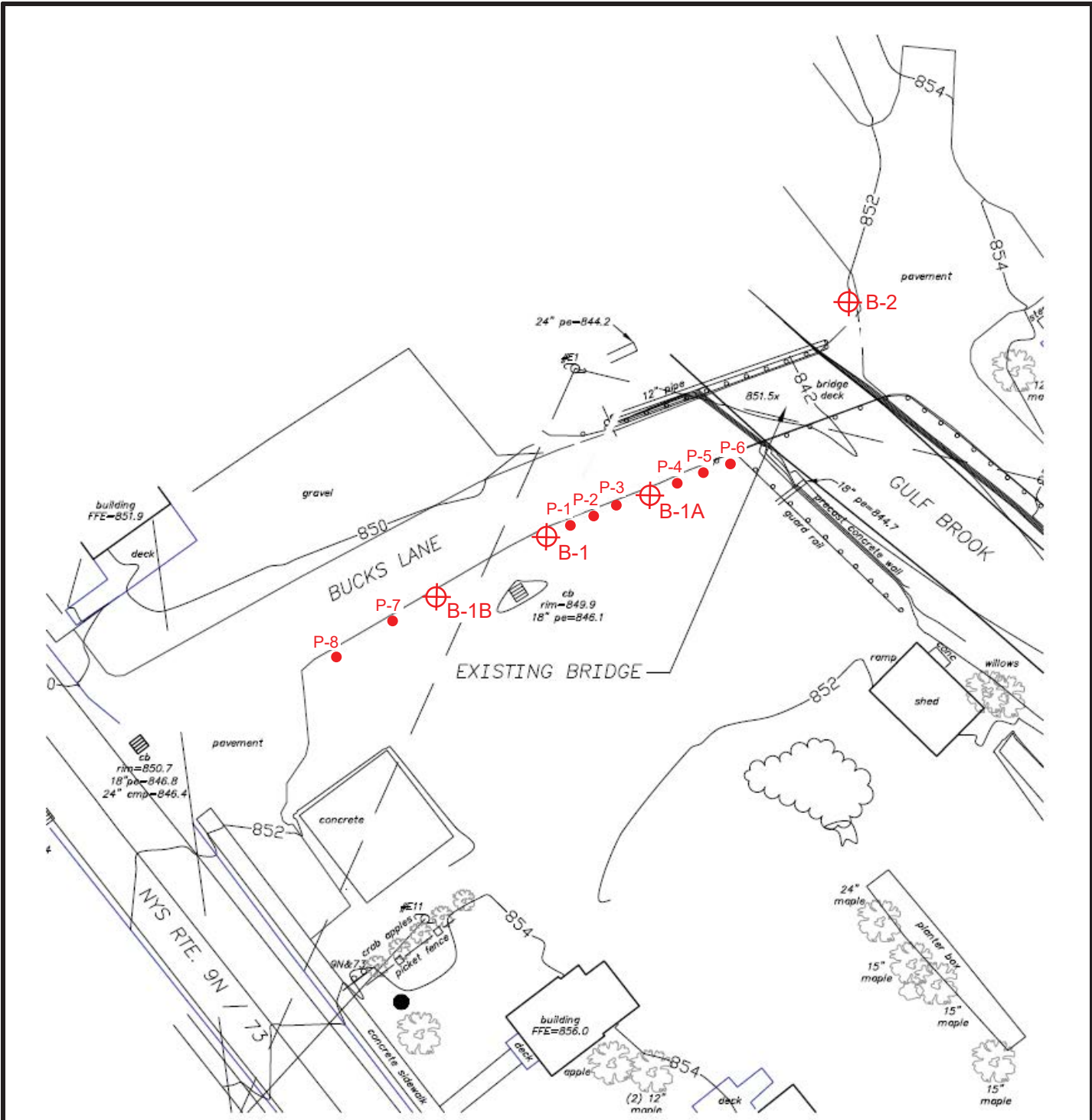
feet  
meters



GULF BROOK STREAM CHANNEL RESTORATION  
HAMLET OF KEENE, NEW YORK  
(9/12/2011 Aerial Photograph)

**APPENDIX B**  
**SUBSURFACE INVESTIGATION PLAN**

*Gulf Brook Stream Restoration*  
*Hamlet of Keene, New York*



- ⊕ B- Approximate Test Boring Location
- P- Approximate Probe to Refusal Location

<b>DENTE ENGINEERING, P.C.</b> 594 Broadway - Watervliet, New York 12189 Voice 518-266-0310 Fax 518-266-9238		
Scale: N.T.S.	<b>SUBSURFACE INVESTIGATION PLAN</b> <i>Gulf Brook Stream Channel Restoration</i> <i>Hamlet of Keene, New York</i>	Drawn By: NA
Date: 11/11/2015		Drawing No. 1

**APPENDIX C**  
**SUBSURFACE LOGS AND KEY**

*Gulf Brook Stream Restoration*  
*Hamlet of Keene, New York*

## INTERPRETATION OF SUBSURFACE LOGS

The Subsurface Logs present observations and the results of tests performed in the field by the Driller, Technicians, Geologists and Geotechnical Engineers as noted. Soil/Rock Classifications are made visually, unless otherwise noted, on a portion of the materials recovered through the sampling process and may not necessarily be representative of the materials between sampling intervals or locations.

The following defines some of the terms utilized in the preparation of the Subsurface Logs.

### SOIL CLASSIFICATIONS

Soil Classifications are visual descriptions on the basis of the Unified Soil Classification ASTM D-2487 and USBR, 1973 with additional comments by weight of constituents by BUHRMASTER. The soil density or consistency is based on the penetration resistance determined by ASTM METHOD D1586. Soil Moisture of the recovered materials is described as DRY, MOIST, WET or SATURATED.

SIZE DESCRIPTION		RELATIVE DENSITY/CONSISTENCY (basis ASTM D1586)			
SOIL TYPE	PARTICLE SIZE	GRANULAR SOIL		COHESIVE SOIL	
BOULDER	> 12	DENSITY	BLOWS/FT.	CONSISTENCY	BLOWS/FT.
COBBLE	3" - 12"	LOOSE	< 10	VERY SOFT	< 3
GRAVEL-COARSE	3" - 3/4"	FIRM	11 - 30	SOFT	4 - 5
GRAVEL - FINE	3/4" - #4	COMPACT	31 - 50	MEDIUM	6 - 15
SAND - COARSE	#4 - #10	VERY COMPACT	50 +	STIFF	16 - 25
SAND - MEDIUM	#10 - #40			HARD	25 +
SAND - FINE	#40 - #200				
SILT/NONPLASTIC	< #200				
CLAY/PLASTIC	< #200				

SOIL STRUCTURE		RELATIVE PROPORTION OF SOIL TYPES	
STRUCTURE	DESCRIPTION	DESCRIPTION	% OF SAMPLE BY WEIGHT
LAYER	6" THICK OR GREATER	AND	35 - 50
SEAM	6" THICK OR LESS	SOME	20 - 35
PARTING	LESS THAN 1/4" THICK	LITTLE	10 - 20
VARVED	UNIFORM HORIZONTAL PARTINGS OR SEAMS	TRACE	LESS THAN 10

Note that the classification of soils or soil like materials is subject to the limitations imposed by the size of the sampler, the size of the sample and its degree of disturbance and moisture.



## ROCK CLASSIFICATIONS

Rock Classifications are visual descriptions on the basis of the Driller's, Technician's, Geologist's or Geotechnical Engineer's observations of the coring activity and the recovered samples applying the following classifications.

CLASSIFICATION TERM	DESCRIPTION
VERY HARD	NOT SCRATCHED BY KNIFE
HARD	SCRATCHED WITH DIFFICULTY
MEDIUM HARD	SCRATCHED EASILY
SOFT	SCRATCHED WITH FINGERNAIL
VERY WEATHERED	DISINTEGRATED WITH NUMEROUS SOIL SEAM
WEATHERED	SLIGHT DISINTEGRATION, STAINING, NO SEAMS
SOUND	NO EVIDENCE OF ABOVE
MASSIVE	ROCK LAYER GREATER THAN 36" THICK
THICK BEDDED	ROCK LAYER 12" - 36"
BEDDED	ROCK LAYER 4" - 12"
THIN BEDDED	ROCK LAYER 1" - 4"
LAMINATED	ROCK LAYER LESS THAN 1"
FRACTURES	NATURAL BREAKS AT SOME ANGLE TO BEDS

Core sample recovery is expressed as percent recovered of total sampled. The ROCK QUALITY DESIGNATION (RQD) is the total length of core sample pieces exceeding 4" length divided by the total core sample length for N size cored.

### GENERAL

- Soil and Rock classifications are made visually on samples recovered. The presence of Gravel, Cobbles and Boulders will influence sample recovery classification density/consistency determination.
- Groundwater, if encountered, was measured and its depth recorded at the time and under the conditions as noted.
- Topsoil or pavements, if present, were measured and recorded at the time and under the conditions as noted.
- Stratification Lines are approximate boundaries between soil types. These transitions may be gradual or distinct and are approximated.



**PROJECT:** Gulf Brook Stream Restoration

**DATE**

START: 11/10/15

FINISH: 11/10/15

**LOCATION:** Hamlet of Keene, New York

**METHODS:** 3-1/4" I.D. Hollow Stem Augers

**CLIENT:** ESPC Civil & Environmental

with ASTM D1586 Sampling

**JOB NUMBER:** FDE-15-232

**SURFACE ELEVATION:**

**DRILL TYPE:** CME 55 ATV Mounted Rig

**CLASSIFICATION:** E. Gravelle, PE

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
	1	6	6				<b>FILL:</b> Dark Brown F-C SAND, Some Gravel, Little Silt  <b>(MOIST, FIRM)</b>
				9	9	15	
5'	2	50/.3'				REF	Brown SAND, GRAVEL, BOULDERS Boring Ended at 5.3' with Spoon Refusal  No groundwater encountered.
10'							
15'							
20'							
25'							



**PROJECT:** Gulf Brook Stream Restoration

**DATE**

START: 11/10/15

FINISH: 11/10/15

**LOCATION:** Hamlet of Keene, New York

**METHODS:** 3-1/4" I.D. Hollow Stem Augers

**CLIENT:** ESPC Civil & Environmental

with ASTM D1586 Sampling

**JOB NUMBER:** FDE-15-232

**SURFACE ELEVATION:**

**DRILL TYPE:** CME 55 ATV Mounted Rig

**CLASSIFICATION:** E. Gravelle, PE

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
5'	1	5	14				<b>POSSIBLE FILL:</b> Dark Brown F-C SAND, Some Gravel, Some to Little Silt
				9	7	23	
5'	2	4	4				Similar
				4	5	8	
<b>(MOIST, FIRM TO LOOSE)</b>							
10'	3	11	7				Brown F-C SAND, Little Gravel
				7	13	14	
15'	4	6	16				Brown F-M SAND with Seams GRAVEL
				21	16	37	
20'	5	4	5				Similar
				5	5	10	
25'	6	3	4				Brown M-C SAND
				4	5	8	
<b>(SATURATED, LOOSE TO COMPACT)</b>							

**PROJECT:** Gulf Brook Stream Restoration

**DATE**

START: 11/10/15

FINISH: 11/10/15

**LOCATION:** Hamlet of Keene, New York

**METHODS:** 3-1/4" I.D. Hollow Stem Augers

**CLIENT:** ESPC Civil & Environmental

with ASTM D1586 Sampling

**JOB NUMBER:** FDE-15-232

**SURFACE ELEVATION:**

**DRILL TYPE:** CME 55 ATV Mounted Rig

**CLASSIFICATION:** E. Gravelle, PE

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
	7	6	10				Brown F-C SAND, trace to Some Gravel
				10	10	20	
35'	8	3	2				Brown F-M SAND, trace gravel  <b>(SATURATED, FIRM TO LOOSE)</b>
				1	4	3	
40'							Boring Ended at 38.2' with Auger Refusal  Groundwater in augers at 10.4' below grade after sample #4 was obtained.
45'							
50'							
55'							

**PROJECT:** Gulf Brook Stream Restoration

**DATE**

START: 11/9/15

FINISH: 11/9/15

**LOCATION:** Hamlet of Keene, New York

**METHODS:** 3-1/4" I.D. Hollow Stem Augers

**CLIENT:** ESPC Civil & Environmental

to Refusal

**JOB NUMBER:** FDE-15-232

**SURFACE ELEVATION:**

**DRILL TYPE:** CME 55 ATV Mounted Rig

**CLASSIFICATION:** E. Gravelle, PE

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
							No Soil Sampling Conducted
5'							Probe Ended with Auger Refusal at 3.0'
10'							
15'							
20'							
25'							





**PROJECT:** Gulf Brook Stream Restoration

**DATE**

START: 11/9/15

FINISH: 11/9/15

**LOCATION:** Hamlet of Keene, New York

**METHODS:** 3-1/4" I.D. Hollow Stem Augers

**CLIENT:** ESPC Civil & Environmental

to Refusal

**JOB NUMBER:** FDE-15-232

**SURFACE ELEVATION:**

**DRILL TYPE:** CME 55 ATV Mounted Rig

**CLASSIFICATION:** E. Gravelle, PE

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
							No Soil Sampling Conducted
5'							
							Probe Ended with Auger Refusal at 8.0'
10'							
15'							
20'							
25'							

**PROJECT:** Gulf Brook Stream Restoration

**DATE**

START: 11/10/15

FINISH: 11/10/15

**LOCATION:** Hamlet of Keene, New York

**METHODS:** 3-1/4" I.D. Hollow Stem Augers

**CLIENT:** ESPC Civil & Environmental

to Refusal

**JOB NUMBER:** FDE-15-232

**SURFACE ELEVATION:**

**DRILL TYPE:** CME 55 ATV Mounted Rig

**CLASSIFICATION:** E. Gravelle, PE

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
							No Soil Sampling Conducted  <hr/> Probe Ended with Auger Refusal at 5.3'
5'							
10'							
15'							
20'							
25'							

**PROJECT:** Gulf Brook Stream Restoration

**DATE**

START: 11/10/15

FINISH: 11/10/15

**LOCATION:** Hamlet of Keene, New York

**METHODS:** 3-1/4" I.D. Hollow Stem Augers

**CLIENT:** ESPC Civil & Environmental

to Refusal

**JOB NUMBER:** FDE-15-232

**SURFACE ELEVATION:**

**DRILL TYPE:** CME 55 ATV Mounted Rig

**CLASSIFICATION:** E. Gravelle, PE

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
							No Soil Sampling Conducted
5'							
							Probe Ended with Auger Refusal at 6.1'
10'							
15'							
20'							
25'							







**GEOTECHNICAL EVALUATION  
GULF BROOK RESTORATION – PHASE II  
KEENE, NEW YORK**

**DENTE FILE NO. JB185102**

**Prepared For:**

**ESPC CIVIL AND ENVIRONMENTAL ENGINEERING  
43 Durkee Street, Suite 500  
Plattsburgh, NY 12901**

**Prepared By:**

**DENTE GROUP  
Watervliet, New York**

**October 17, 2018**

# Important Information about This

# Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

## Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply this report for any purpose or project except the one originally contemplated.*

## Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

## Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an

assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

## Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by:* the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

## Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

## A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

## A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly



problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

### **Do Not Redraw the Engineer's Logs**

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

### **Give Constructors a Complete Report and Guidance**

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

### **Read Responsibility Provisions Closely**

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help

others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Environmental Concerns Are Not Covered**

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold-prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical-engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

### **Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance**

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your GBC-Member geotechnical engineer for more information.



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### **APPENDICES**

APPENDIX A	USGS Topographic Map, Aerial and Site Photographs
APPENDIX B	Boring Location Plan
APPENDIX C	Subsurface Logs and Key
APPENDIX D	Laboratory Test Results



**GEOTECHNICAL EVALUATION  
GULF BROOK RESTORATION PHASE II  
KEENE, NEW YORK**

**Dente File No. JB185102**

**I. INTRODUCTION**

This report presents the results of a geotechnical evaluation completed for Phase II of the Gulf Brook Channel Restoration project in Keene, New York. The evaluation was completed in general accord with our proposal number PFDE-17-169, which was accepted by ESPC Civil and Environmental Engineering of Plattsburgh, New York.

In general, our scope of services for this project consisted of the following:

- Field location and completion of one test boring,
- Laboratory testing to determine the moisture content and gradation of selected soil samples,
- Site reconnaissance by a Geotechnical Engineer,
- Preparation of this report, which summarizes the results of our explorations and presents recommendations to assist in planning for the geotechnical related aspects of the project.

This report and the recommendations contained within it were developed for specific application to the site and construction planned, as we currently understand it. Corrections in our understanding, changes in the structure locations, their grades, loads, etc. should be brought to our attention so that we may evaluate their effect upon the recommendations offered in this report.

It should be understood this report was prepared, in part, on the basis of a limited field exploration. The borings were advanced at discrete locations and the overburden soils sampled at specific depths. Conditions are only known at the locations and through

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Environmental



Facilities



Geotechnical



Materials

the depths investigated. Conditions at other locations and depths may be different, and these differences may impact upon the conclusions reached and the recommendations offered. For this reason, we strongly recommend that we be retained to provide site observation services during construction.

A sheet entitled "Important Information about this Geotechnical Engineering Report" prepared by the Geotechnical Business Council is presented following the title page of this report. This sheet should never be separated from this report and be carefully reviewed as it sets the only context within which this report should be used.

This report was prepared for informational purposes only and should not be considered part of the contract documents. It should be made available to interested parties in its entirety only. Should the data contained in this report not be adequate for the contractors' bidding purposes, the contractors may make their own investigations, tests, and analyses for use in bid preparation.

The recommendations offered in this report concerning the control of surface and subsurface waters, moisture, or vapor membranes address only conventional Geotechnical Engineering aspects and are not to be construed as recommendations for controlling or providing an environment that would prohibit or control infestations of the structure or its surroundings with mold or other biological agents.

## **II. SITE AND PROJECT DESCRIPTION**

As we understand it, the project entails the restoration of a section of Gulf Brook which flows through the Hamlet of Keene, New York. A USGS topographic map and aerial photograph for the area are presented in Appendix A along with site photographs. The map and photographs are provided to assist the reader in locating the site and reviewing the overall topography and site conditions in the project area.

The stream channel was impacted by Hurricane Irene in August 2011, and this included washing away of concrete crib and stone type retaining walls which were present along the stream banks upstream from the Bucks Lane bridge. These walls have since been replaced by concrete Redi-Rock type walls. The area of concern for this restoration work begins about 200 feet upstream from the Bucks Lane bridge and ends just downstream from the NYS Route 9N bridge. This roughly encompasses project stations 16+00 to 26+00.

The stream restoration will include the installation of cross-channel boulder vanes, vegetated rock slope protection, and several hundred feet of new concrete block retaining walls.

### **III. SUBSURFACE CONDITIONS**

The subsurface conditions at the site were investigated for this evaluation through the completion of one test boring (B-1) at the approximate location shown on the plan in Appendix B. A second test boring (B-2) was completed by us near the Bucks Lane bridge in 2015 to evaluate reconstruction of the bridge.

The test borings were completed using a standard rotary drill rig equipped with hollow stem augers. As the augers were advanced, the overburden soils were sampled and their relative density determined using split-spoon sampling techniques in general accord with ASTM D1586 procedures. Representative portions of the recovered soil samples were transported to our office for visual classification by a Geotechnical Engineer. To refine the visual classifications, selected soil samples obtained from test boring B-1 were tested in our laboratory to determine their moisture content and gradation.

Individual subsurface logs prepared for the test borings are presented in Appendix C along with a key to the terms used in their preparation. The laboratory test results are provided in Appendix D.

The subsurface logs should be reviewed for a description of the conditions encountered at the specific test boring locations. It should be understood the conditions are only known at the depths and locations sampled. Conditions at other depths and locations may be different.

The test borings first penetrated through several feet of fill material followed by deep deposits of alluvial sand and gravel as summarized below.

#### **Fill Materials**

The fills were composed of sand, gravel, and silt mixtures which in boring B-1 also contained varying amounts of grass, wood, roots and topsoil. The fill extended about 4 feet below grade in boring B-1 and up to 10 feet below grade in boring B-2. The boring B-2 fills were likely placed as backfill during construction of the Bucks Lane bridge.

#### **Native Alluvial Soils**

The native soils beneath the fills were composed of sand and gravel mixtures with cobbles and boulders noted. Based on the standard penetration “N” values recorded as the sampling spoon was driven, the alluvial soils were judged to be of a loose to firm relative density. Higher “N” values which can be indicative of more compact soils were encountered, however, these were likely due to cobbles and boulders blocking

the sample spoon's penetration. The test borings were ended in the alluvial soils at depths of about 26 and 32 feet below grade.

### **Groundwater Conditions**

Groundwater was measured at a depth of about 2.5 feet below grade in test boring B-1 three days after completion of drilling. In test boring B-2 the groundwater level was first encountered 10.4 feet below grade. The groundwater levels in the immediate area should generally be at and fluctuate along with the stream water level.

## **IV. CONCLUSIONS AND RECOMMENDATIONS**

### **A. General Site Evaluation**

The native alluvial soils found beneath varying depths of fill are suitable for the support of standard concrete block type retaining walls provided the foundation blocks are adequately protected from scour. The planned 1.5H:1V stream bank slopes formed by vegetated Type VI rock should also be acceptable given the composition of the soils encountered.

The following report sections provide detailed recommendations to assist in planning for design and construction. We should review plans and specifications prior to their release for bidding to allow us to refine our recommendations, if required, and confirm that our recommendations were properly interpreted and applied.

### **B. Seismic Design Considerations**

For seismic design purposes, we evaluated the site conditions in accord with Section 1613 of the International Building Code (2015) adopted by New York State. On this basis, it was determined that Seismic Site Class "D - Stiff Profile" is applicable to this project. Based upon the composition of the site soils, liquefaction should not occur in response to earthquake motions.

### **C. Earthwork and Slopes**

On-site fill and native soils can be considered for reuse as backfill for new retaining walls provided over-size cobbles and boulders can be sorted out along with any deleterious foreign matter such as grass, wood or other organic material. To be suitable for reuse as wall backfill, the soils should contain no particles larger than 4 inches and less than 15 percent, by weight, of material finer than a No. 200 mesh sieve.

If the supply of suitable on-site soils is not adequate, fills and backfill can be completed using an Imported Structural Fill composed of well graded sand and gravel conforming

to the following limits of gradation. The fill should not contain recycled asphalt, bricks, glass, pyritic shale or recycled concrete.

<b>IMPORTED STRUCTURAL FILL</b>	
<b><u>Sieve Size</u></b>	<b><u>Percent Finer</u></b>
4"	100
1/4"	30 to 75
No. 40	5 to 40
No. 200	0 to 10

The on-site or Imported Structural Fills should be placed in uniform loose layers no more than about one-foot thick where heavy vibratory compaction equipment is used. Smaller lifts should be used where hand operated equipment is required for compaction. Each lift should be compacted to not less than 95 percent of the maximum dry density for the soil which is established by the Modified Proctor Compaction Test, ASTM D1557. In landscape areas, the compaction may be reduced to 92 percent maximum dry density.

The material and compaction recommendations given above should be modified as required based upon the concrete block wall design specifications.

Temporary excavation side slopes should be made no steeper than 1.5H:1V as required by OSHA for a Type C soil. Permanent slopes may also be made at this inclination provided the surface is protected with vegetated Type VI rock as planned.

#### **D. Concrete Block Retaining Walls**

Foundations blocks for concrete block retaining walls can be designed assuming a maximum net allowable bearing pressure equal to 4,000 pounds per square foot. This assumes a minimum bottom block width of 36 inches.

Groundwater will be present at or near the stream water level and dewatering will therefore be required for foundation excavations. It should be understood the site soils are very permeable and the use of cut-off walls and continuous pumping from well-points or deep sumps may be required to lower the groundwater levels. Prior to excavating for foundations, the stream should be diverted and dewatering conducted as required to lower the water level at least one foot below the subgrade elevation. Dewatering should be performed on a continuous basis until the foundation blocks are installed and adequate load is applied to resist hydrostatic uplift.

To establish a more stable base for construction and assist in the dewatering, a minimum 18-inch thick base of clean crushed stone (NYSDOT No. 1 and 2 size aggregate) should be planned beneath the foundation block. The stone should be placed over a filter fabric (Mirafi 180N or eq.) and chinked together with a heavy reversible plate compactor. If boulders are found protruding above the plan subgrade elevation, they should be removed as required to provide the minimum 18-inch thick base of stone. Voids created through the boulder removals may be backfilled with the crushed stone.

The following design parameters may be assumed to estimate the lateral loads acting on the walls. The design parameters are unfactored, i.e., they include no safety factor.

- Soils Angle of Internal Friction ( $\phi_f$ ) = 30 degrees
- Coefficient of At-Rest Earth Pressure = 0.50
- Coefficient of Active Earth Pressure = 0.33 (level ground behind wall)
- Coefficient of Passive Earth Pressure = 3.00 (level ground in front of wall)
- Total Unit Weight of Soil = 120 pcf
- Coefficient of Sliding Friction Soil ( $\tan\phi_f$ ) = 0.45

#### **E. Plan Review and Construction Monitoring**

Dente Group should be retained to review plans and specifications related to foundations and earthwork prior to their release for bidding to confirm that the recommendations contained herein were properly interpreted and applied.

Dente Group should also be retained to monitor earthwork and bearing grade preparations for wall foundations. It should be understood the actual subsurface conditions that exist will only be known when the site is excavated. Our presence during the earthwork and foundation construction phases will allow validation of the subsurface conditions assumed to exist for this study and the design recommended in this report. We believe this construction sequence observation and testing should be provided by the Geotechnical Engineer of record as a consultant to the Owner, Architect or Construction Manager. We do not believe these services should be provided through the general or earthwork contractor.

#### **V. CLOSURE**

This report was prepared for specific application to the project site and the construction planned using methods and practices common to Geotechnical Engineering in the area and at the time of its preparation. No other warranty, either expressed or implied, is made.



We appreciate the opportunity to be of service. Should questions arise or if we may be of any other service, please contact us at your convenience.

Submitted by;

Edward C. Gravelle, P.E.  
Senior Engineer

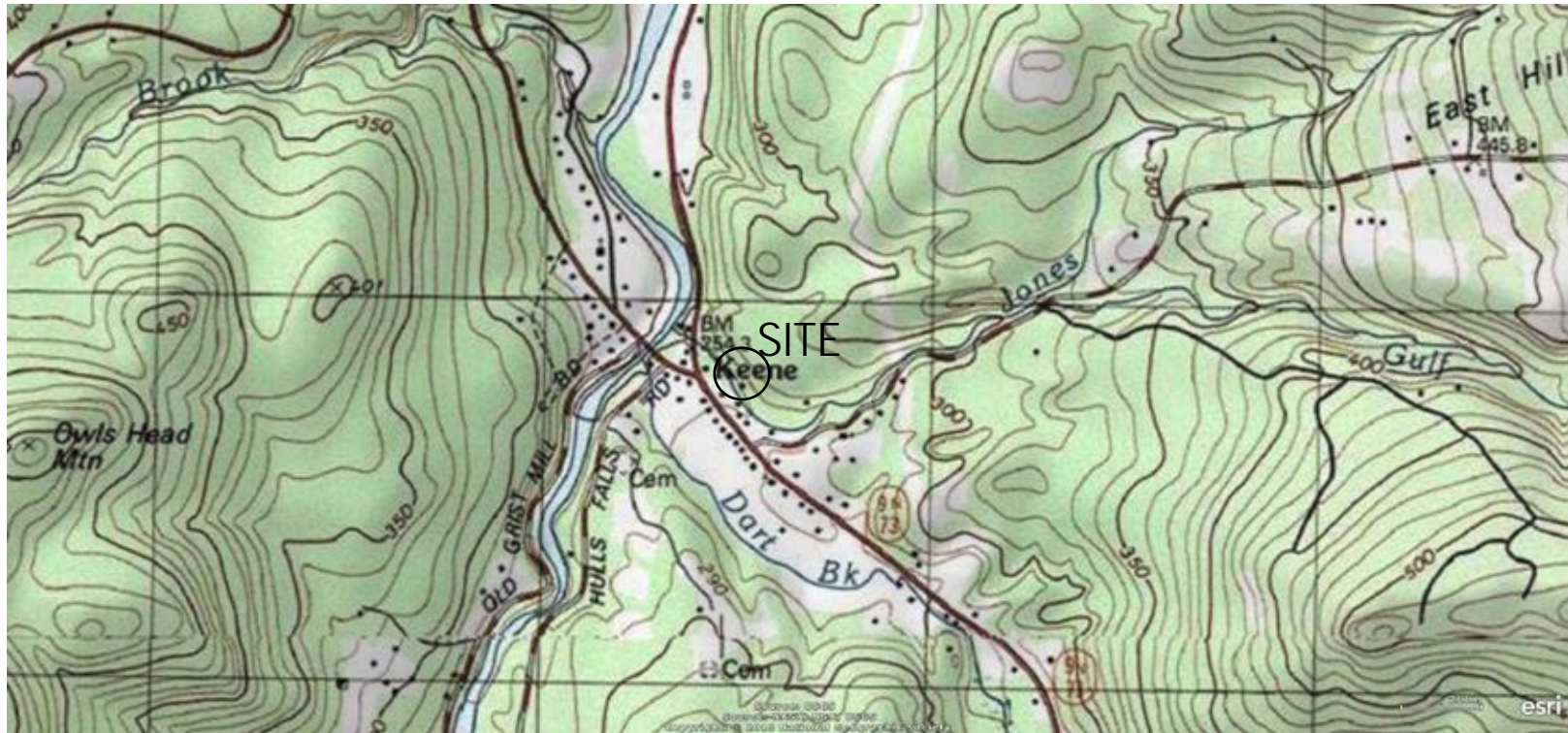
Fred A. Dente, P.E.  
Principal / Office Manager

**APPENDIX A**

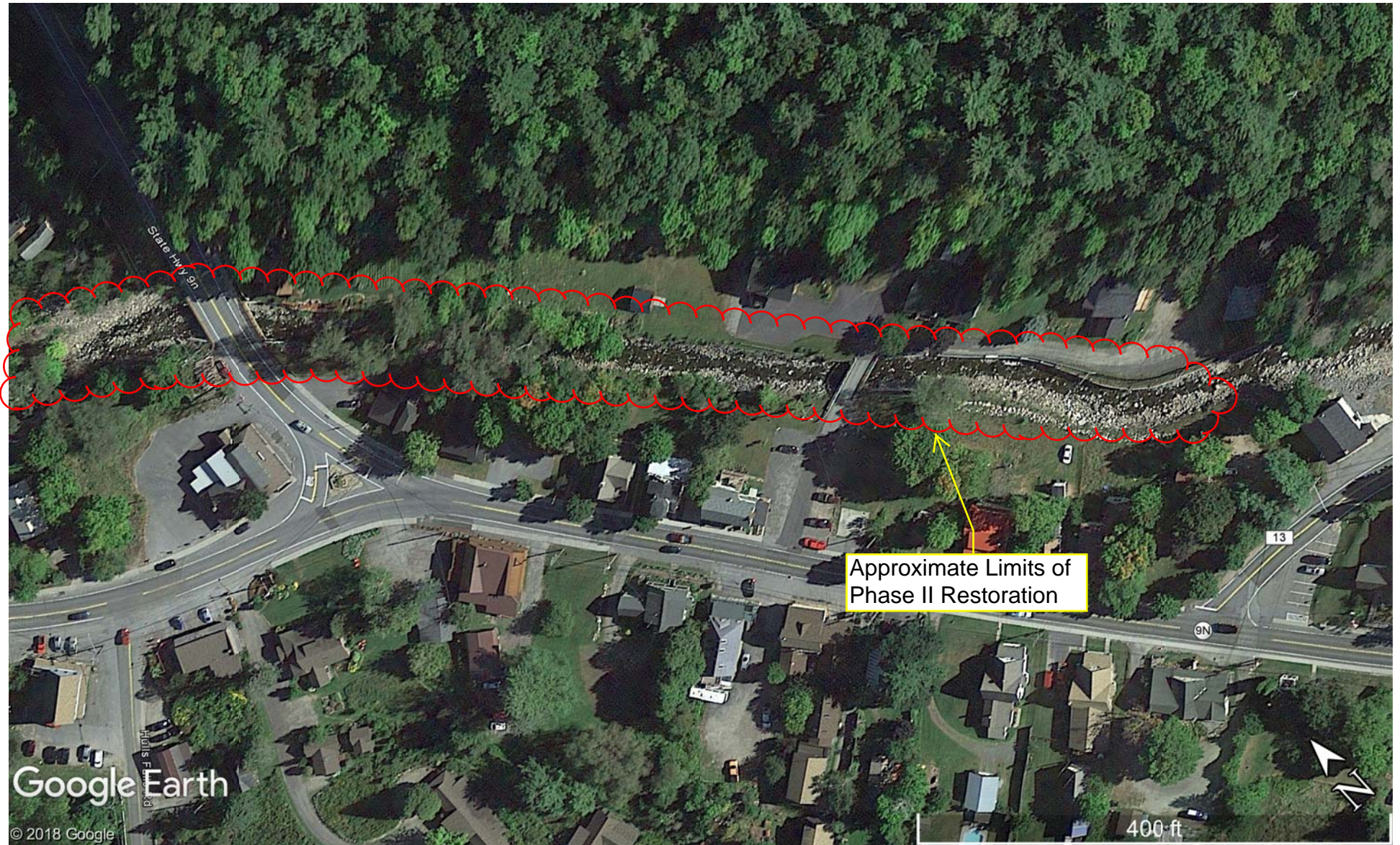
**USGS TOPOGRAPHIC MAP  
AERIAL & SITE PHOTOGRAPHS**

**Gulf Brook Restoration  
Town of Keene, NY**

Gulf Brook Phase II  
Keene, New York





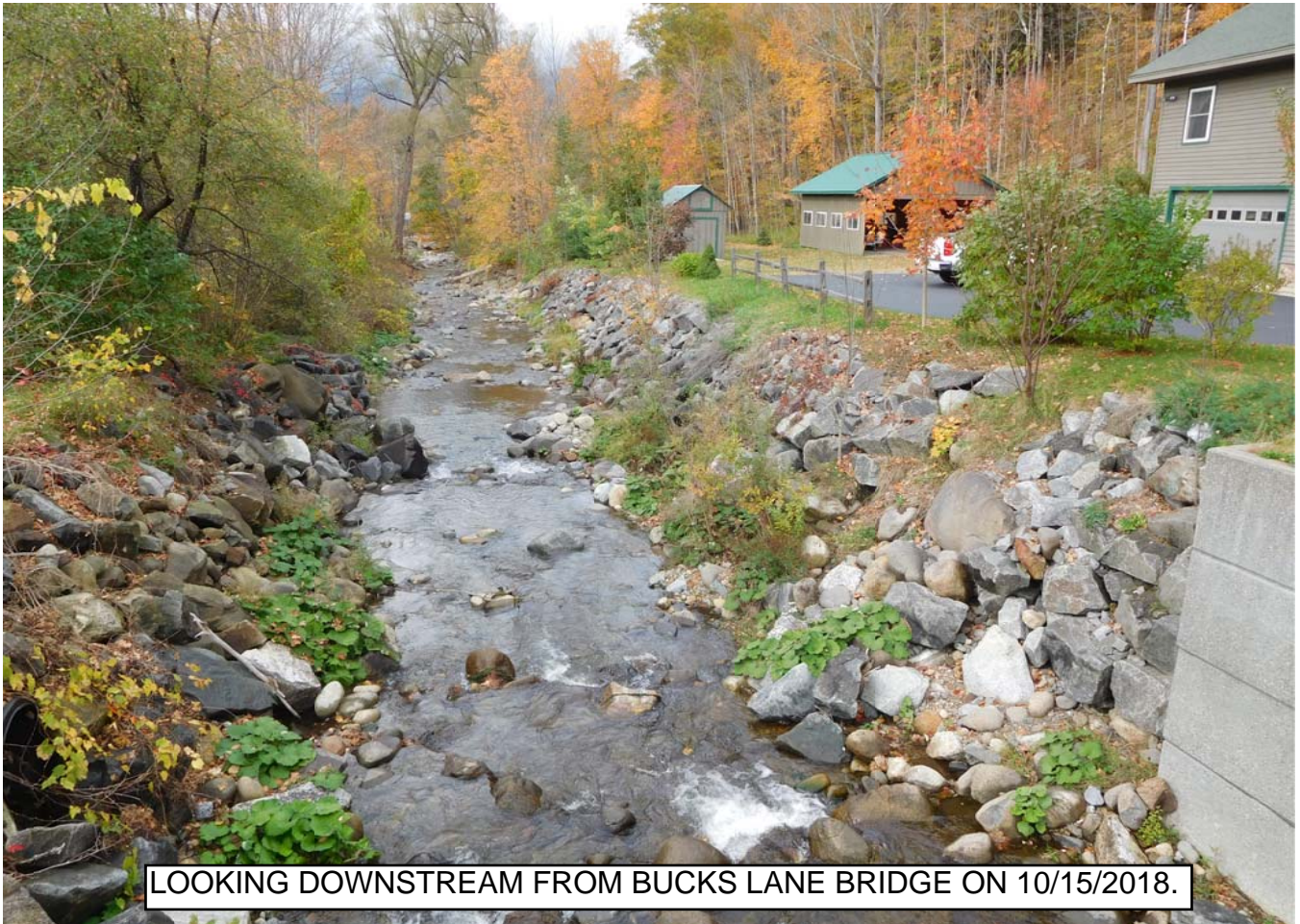


GULF BROOK CHANNEL RESTORATION - PHASE II  
KEENE, NEW YORK









LOOKING DOWNSTREAM FROM BUCKS LANE BRIDGE ON 10/15/2018.





LOOKING UPSTREAM FROM BUCKS LANE BRIDGE ON 10/15/2018.

**APPENDIX B**

**BORING LOCATION PLAN**

**Gulf Brook Restoration  
Town of Keene, NY**



REVISIONS	BY

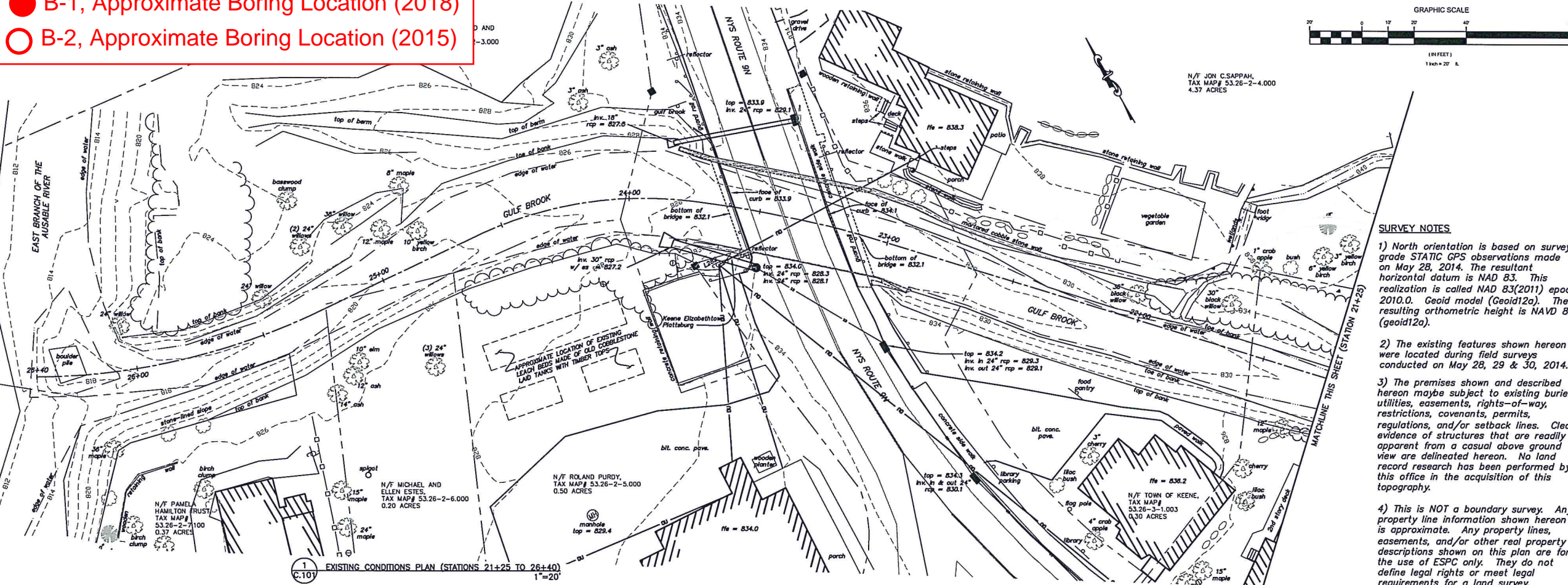
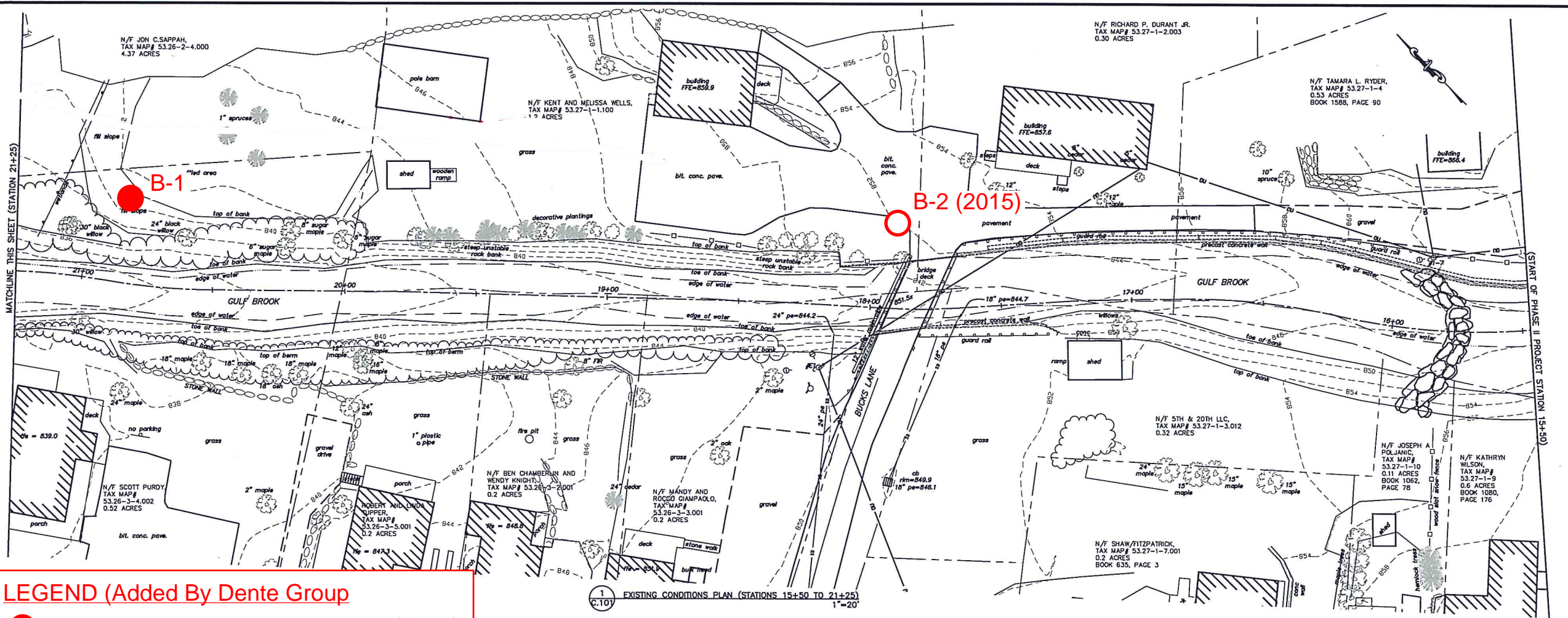
**ESPC**  
 CIVIL AND ENVIRONMENTAL ENGINEERING  
 P.O. BOX 2787 / 43 DURKEE STREET, STE 500, PLATTSBURGH, NY 12901  
 WWW.ESPC-CONSULTING.COM  
 TEL: 518-562-5189

KEENE, NY  
 GULF BROOK CHANNEL RESTORATION PROJECT  
 PHASE II  
 EXISTING CONDITIONS PLAN  
 KEENE, NY

DRAWN	SJD
CHECKED	ES
DATE	1/13/17
SCALE	AS SHOWN
JOB NO.	ESPC # 20131258

C.101

**LEGEND (Added By Dente Group)**  
 ● B-1, Approximate Boring Location (2018)  
 ○ B-2, Approximate Boring Location (2015)



**SURVEY NOTES**

- 1) North orientation is based on survey grade STATIC GPS observations made on May 28, 2014. The resultant horizontal datum is NAD 83. This realization is called NAD 83(2011) epoch 2010.0. Geoid model (Geoid12a). The resulting orthometric height is NAVD 88 (geoid12a).
- 2) The existing features shown hereon were located during field surveys conducted on May 28, 29 & 30, 2014.
- 3) The premises shown and described hereon maybe subject to existing buried utilities, easements, rights-of-way, restrictions, covenants, permits, regulations, and/or setback lines. Clear evidence of structures that are readily apparent from a casual above ground view are delineated hereon. No land record research has been performed by this office in the acquisition of this topography.
- 4) This is NOT a boundary survey. Any property line information shown hereon is approximate. Any property lines, easements, and/or other real property descriptions shown on this plan are for the use of ESPC only. They do not define legal rights or meet legal requirements for a land survey.



**APPENDIX C**

**SUBSURFACE LOGS AND KEY**

**Gulf Brook Restoration  
Town of Keene, NY**

## INTERPRETATION OF SUBSURFACE LOGS

The Subsurface Logs present observations and the results of tests performed in the field by the Driller, Technicians, Geologists and Geotechnical Engineers as noted. Soil/Rock Classifications are made visually, unless otherwise noted, on a portion of the materials recovered through the sampling process and may not necessarily be representative of the materials between sampling intervals or locations.

The following defines some of the terms utilized in the preparation of the Subsurface Logs.

### SOIL CLASSIFICATIONS

Soil Classifications are visual descriptions on the basis of the Unified Soil Classification ASTM D-2487 and USBR, 1973 with additional comments by weight of constituents by BUHRMASTER. The soil density or consistency is based on the penetration resistance determined by ASTM METHOD D1586. Soil Moisture of the recovered materials is described as DRY, MOIST, WET or SATURATED.

SIZE DESCRIPTION		RELATIVE DENSITY/CONSISTENCY (basis ASTM D1586)			
SOIL TYPE	PARTICLE SIZE	GRANULAR SOIL		COHESIVE SOIL	
BOULDER	> 12	DENSITY	BLOWS/FT.	CONSISTENCY	BLOWS/FT.
COBBLE	3" - 12"	LOOSE	< 10	VERY SOFT	< 3
GRAVEL-COARSE	3" - 3/4"	FIRM	11 - 30	SOFT	4 - 5
GRAVEL - FINE	3/4" - #4	COMPACT	31 - 50	MEDIUM	6 - 15
SAND - COARSE	#4 - #10	VERY COMPACT	50 +	STIFF	16 - 25
SAND - MEDIUM	#10 - #40			HARD	25 +
SAND - FINE	#40 - #200				
SILT/NONPLASTIC	< #200				
CLAY/PLASTIC	< #200				

SOIL STRUCTURE		RELATIVE PROPORTION OF SOIL TYPES	
STRUCTURE	DESCRIPTION	DESCRIPTION	% OF SAMPLE BY WEIGHT
LAYER	6" THICK OR GREATER	AND	35 - 50
SEAM	6" THICK OR LESS	SOME	20 - 35
PARTING	LESS THAN 1/4" THICK	LITTLE	10 - 20
VARVED	UNIFORM HORIZONTAL PARTINGS OR SEAMS	TRACE	LESS THAN 10

Note that the classification of soils or soil like materials is subject to the limitations imposed by the size of the sampler, the size of the sample and its degree of disturbance and moisture.

## ROCK CLASSIFICATIONS

Rock Classifications are visual descriptions on the basis of the Driller's, Technician's, Geologist's or Geotechnical Engineer's observations of the coring activity and the recovered samples applying the following classifications.

CLASSIFICATION TERM	DESCRIPTION
VERY HARD	NOT SCRATCHED BY KNIFE
HARD	SCRATCHED WITH DIFFICULTY
MEDIUM HARD	SCRATCHED EASILY
SOFT	SCRATCHED WITH FINGERNAIL
VERY WEATHERED	DISINTEGRATED WITH NUMEROUS SOIL SEAM
WEATHERED	SLIGHT DISINTEGRATION, STAINING, NO SEAMS
SOUND	NO EVIDENCE OF ABOVE
MASSIVE	ROCK LAYER GREATER THAN 36" THICK
THICK BEDDED	ROCK LAYER 12" - 36"
BEDDED	ROCK LAYER 4" - 12"
THIN BEDDED	ROCK LAYER 1" - 4"
LAMINATED	ROCK LAYER LESS THAN 1"
FRACTURES	NATURAL BREAKS AT SOME ANGLE TO BEDS

Core sample recovery is expressed as percent recovered of total sampled. The ROCK QUALITY DESIGNATION (RQD) is the total length of core sample pieces exceeding 4" length divided by the total core sample length for N size cored.

### GENERAL

- Soil and Rock classifications are made visually on samples recovered. The presence of Gravel, Cobbles and Boulders will influence sample recovery classification density/consistency determination.
- Groundwater, if encountered, was measured and its depth recorded at the time and under the conditions as noted.
- Topsoil or pavements, if present, were measured and recorded at the time and under the conditions as noted.
- Stratification Lines are approximate boundaries between soil types. These transitions may be gradual or distinct and are approximated.

**PROJECT:** Gulf Brook Restoration – Phase II

**DATE**

START: 9/14/18

FINISH: 9/17/18

**LOCATION:** Keene, NY

**METHODS:** Flush-Joint Steel Casing to 19’,

**CLIENT:** Saratoga Associates

Open Hole below 19’, ASTM D1586 Sampling

**JOB NUMBER:** JB185102

**SURFACE ELEVATION:** ± 841.0’

**DRILL TYPE:** CME 55 ATV Mounted Rig

**CLASSIFICATION:** E. Gravelle, PE

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
5'	1	1	2				<b>FILL:</b> Dark Brown Fine to Coarse SAND and SILT, Little to Some Gravel, trace to Little Grass, Roots and Wood, Old Topsoil <b>(MOIST TO WET, LOOSE TO FIRM)</b>
				4	3	6	
	2	3	6				
5'	3	20	20				Brown GRAVEL, Some Fine to Coarse Sand, trace silt, Cobbles and Boulders noted
				10	5	16	
				40	36	60	
10'	4	20	36				Similar  <b>(WET, VERY COMPACT)</b>
				50		86	
15'	5	6	8				Brown Fine SAND, Some Silt, Cobbles and Boulders noted  <b>(WET, FIRM)</b>
				12		20	
20'	6	56	26				Brown Fine to Coarse SAND, Some Gravel, trace silt  <b>(WET, FIRM)</b>
				13	14	39	
25'	7	10	9				Grades and GRAVEL <b>(WET, COMPACT TO FIRM)</b> Boring Ended at 26.0'
				8	9	17	
							Groundwater at 2.5' below grade 3 days after completion of drilling.

**PROJECT:** Gulf Brook Stream Restoration

**DATE**

START: 11/10/15

FINISH: 11/10/15

**LOCATION:** Hamlet of Keene, New York

**METHODS:** 3-1/4" I.D. Hollow Stem Augers

**CLIENT:** ESPC Civil & Environmental

with ASTM D1586 Sampling

**JOB NUMBER:** FDE-15-232

**SURFACE ELEVATION:**

**DRILL TYPE:** CME 55 ATV Mounted Rig

**CLASSIFICATION:** E. Gravelle, PE

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
5'	1	5	14				<b>POSSIBLE FILL:</b> Dark Brown F-C SAND, Some Gravel, Some to Little Silt
				9	7	23	
5'	2	4	4				Similar
				4	5	8	
<b>(MOIST, FIRM TO LOOSE)</b>							
10'	3	11	7				Brown F-C SAND, Little Gravel
				7	13	14	
15'	4	6	16				Brown F-M SAND with Seams GRAVEL
				21	16	37	
20'	5	4	5				Similar
				5	5	10	
25'	6	3	4				Brown M-C SAND
				4	5	8	
<b>(SATURATED, LOOSE TO COMPACT)</b>							

**PROJECT:** Gulf Brook Stream Restoration

**DATE**

START: 11/10/15

FINISH: 11/10/15

**LOCATION:** Hamlet of Keene, New York

**METHODS:** 3-1/4" I.D. Hollow Stem Augers

**CLIENT:** ESPC Civil & Environmental

with ASTM D1586 Sampling

**JOB NUMBER:** FDE-15-232

**SURFACE ELEVATION:**

**DRILL TYPE:** CME 55 ATV Mounted Rig

**CLASSIFICATION:** E. Gravelle, PE

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
	7	6	10				Brown F-C SAND, trace to Some Gravel
				10	10	20	
35'	8	3	2				Brown F-M SAND, trace gravel  <b>(SATURATED, FIRM TO LOOSE)</b>
				1	4	3	
40'							Boring Ended at 38.2' with Auger Refusal  Groundwater in augers at 10.4' below grade after sample #4 was obtained.
45'							
50'							
55'							

**APPENDIX D**

**LABORATORY TEST RESULTS**

**Gulf Brook Restoration  
Town of Keene, NY**



<b>Gulf Brook Phase II</b>
<b>Keene, NY</b>
<b>Moisture Content Results - ASTM D2216</b>

Boring No.	B-3 / S-3	B-3 / S-5	B-3 / S-6			
Sample No.	077	078	079			
Sample Depth	4'-6'	14'-15.5'	19'-21'			
Tare Weight	209.20	211.80	210.70			
W <sub>S</sub> + Tare	555.70	524.60	545.00			
W <sub>D</sub> + Tare	532.90	466.40	514.80			
W <sub>WATER</sub>	22.80	58.20	30.20			
W <sub>DRY SOIL</sub>	323.70	254.60	304.10			
% Moisture (W <sub>w</sub> / W <sub>D</sub> )	7.0	22.9	9.9			

Boring No.						
Sample No.						
Sample Depth						
Tare Weight						
W <sub>S</sub> + Tare						
W <sub>D</sub> + Tare						
W <sub>WATER</sub>						
W <sub>DRY SOIL</sub>						
% Moisture (W <sub>w</sub> / W <sub>D</sub> )						

Boring No.						
Sample No.						
Sample Depth						
Tare Weight						
W <sub>S</sub> + Tare						
W <sub>D</sub> + Tare						
W <sub>WATER</sub>						
W <sub>DRY SOIL</sub>						
% Moisture (W <sub>w</sub> / W <sub>D</sub> )						

Dente Group
A Terracon Company
594 Broadway
Watervliet, NY 12189
Ph. 518-266-0310
Fax 518-805-6001

Client: ESPC Civil Env. Engineering
File No. JB185102
Date: September 25, 2018

# PARTICLE SIZE DISTRIBUTION REPORT



Report Number: JB185102.0001A

Service Date: 09/28/18

Report Date: 09/28/18

Task:

594 Broadway  
Watervliet, NY 12189-3709  
518-266-0310

## Client

Erik C F Sandblom  
Attn: Erik Sandblom  
PO Box 212  
Williston, VT 05495

## Project

Gulf Brook Phase II Town of Keene  
Jackson Road  
Keene, NY 12942

Project Number: JB185102

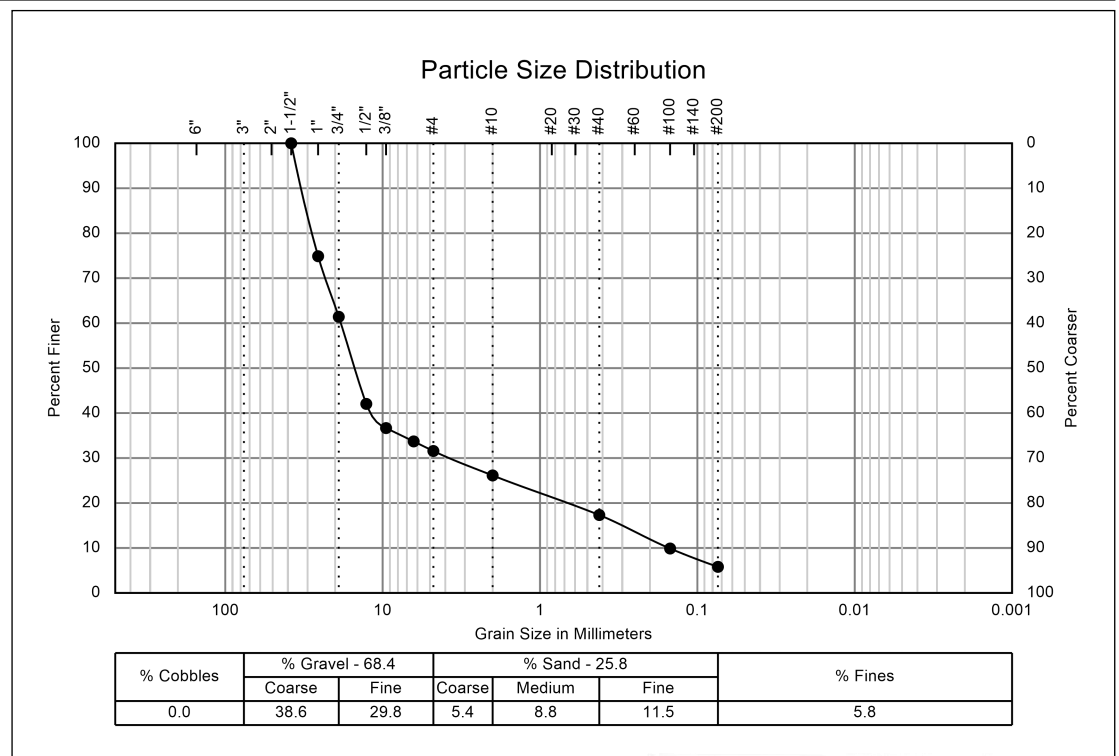
## Sample Information

Sample Type: SPT  
Sample Location: B-3/S-3 4'-6'  
Sample Description: C-F GRAVEL, Some F-M-C Sand, trace silt  
USCS: Poorly-graded gravel with silt and sand (GP-GM)

## Laboratory Test Data

Test Method: ASTM D6913  
Method: NA  
Atterberg Limits: LL Air - 0, LL Oven - 0, PL - 0, PI - 0  
Sample Preparation: Oven Dried  
Sieving Method: Single Sieve-Set Sieving

Sieve Size	Percent Finer	Spec.*	Pass (X=Fail)
2"			
1-1/2"	100.0		
1"	74.9		
3/4"	61.4		
1/2"	42.0		
3/8"	36.7		
1/4"	33.7		
#4	31.6		
#10	26.1		
#40	17.3		
#100	9.9		
#200	5.8		



* $D_{60} = 18.41$	$D_{30} = 3.81$	$D_{10} = 0.15$	$C_c = 5.3$	$C_u = 122.7$	FM =
--------------------	-----------------	-----------------	-------------	---------------	------

## Comments:

Services: Perform gradation analysis on sample of material returned to the office in general accordance with ASTM D6913.

Dente Group - A Terracon Co. Rep.: A. Barron

Reported To: N/A

Contractor: N/A

Report Distribution:

Reviewed By:

*Joseph Robichaud*  
J. Robichaud, P.E.  
Department Manager

9/28/18

Test Methods: ASTM D6913

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

# PARTICLE SIZE DISTRIBUTION REPORT



Report Number: JB185102.0001B  
Service Date: 09/28/18  
Report Date: 09/28/18  
Task:

594 Broadway  
Watervliet, NY 12189-3709  
518-266-0310

## Client

Erik C F Sandblom  
Attn: Erik Sandblom  
PO Box 212  
Williston, VT 05495

## Project

Gulf Brook Phase II Town of Keene  
Jackson Road  
Keene, NY 12942

Project Number: JB185102

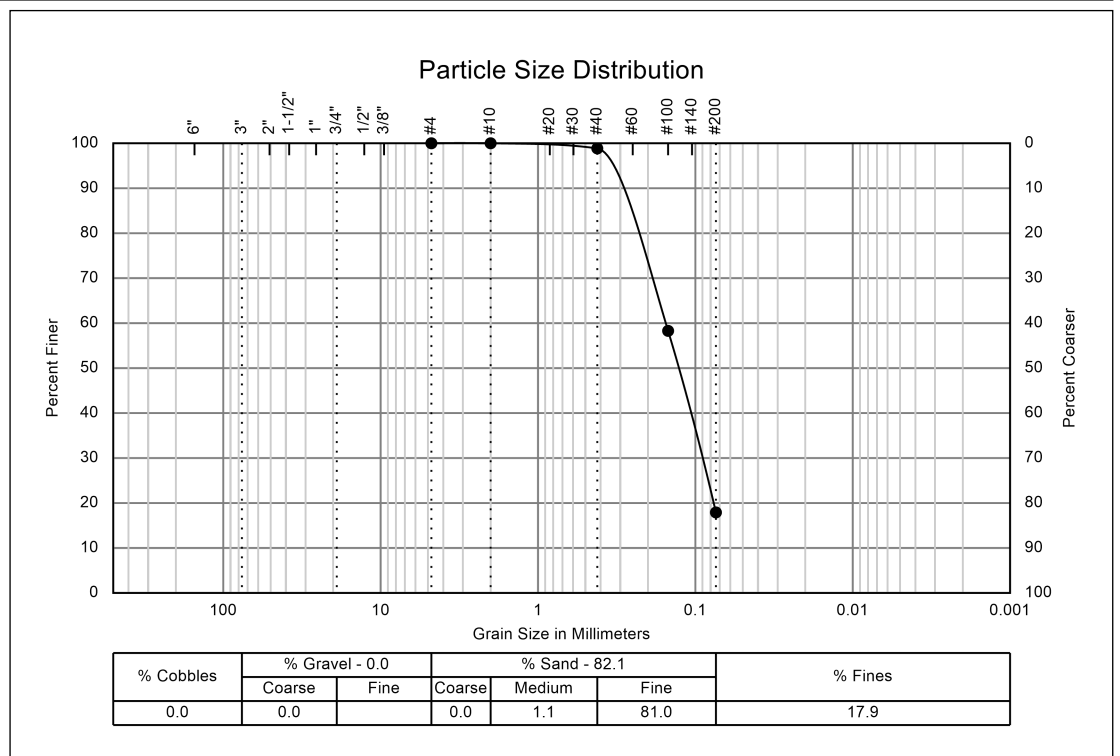
## Sample Information

Sample Type: SPT  
Sample Location: B-3/S-5 14'-15.5'  
Sample Description: F-M SAND, Little Silt  
USCS: Silty sand (SM)

## Laboratory Test Data

Test Method: ASTM D6913  
Method: NA  
Atterberg Limits: LL Air - 0, LL Oven - 0, PL - 0, PI - 0  
Sample Preparation: Oven Dried  
Sieving Method: Single Sieve-Set Sieving

Sieve Size	Percent Finer	Spec.*	Pass (X=Fail)
2"			
1-1/2"			
1"			
3/4"			
1/2"			
3/8"			
1/4"			
#4	100.0		
#10	100.0		
#40	98.9		
#100	58.3		
#200	17.9		



\*  $D_{60} = 0.15$   $D_{30} = 0.09$   $D_{10} =$   $C_c =$   $C_u =$   $FM =$

## Comments:

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

# **PARTICLE SIZE DISTRIBUTION REPORT**



**Report Number:** JB185102.0001B

**Service Date:** 09/28/18

**Report Date:** 09/28/18

**Task:**

594 Broadway

Watervliet, NY 12189-3709

518-266-0310

---

---

## **Client**

Erik C F Sandblom  
Attn: Erik Sandblom  
PO Box 212  
Williston, VT 05495

## **Project**

Gulf Brook Phase II Town of Keene  
Jackson Road  
Keene, NY 12942

Project Number: JB185102

---

**Services:** Perform gradation analysis on sample of material returned to the office in general accordance with ASTM D6913.

**Dente Group - A Terracon Co. Rep.:** A. Barron

**Reported To:** N/A

**Contractor:** N/A

**Report Distribution:**

**Reviewed By:**

  
\_\_\_\_\_  
J. Robichaud, P.E.  
Department Manager

9/28/18

**Test Methods:** ASTM D6913

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

# PARTICLE SIZE DISTRIBUTION REPORT



Report Number: JB185102.0001C  
 Service Date: 09/28/18  
 Report Date: 09/28/18  
 Task:

594 Broadway  
 Watervliet, NY 12189-3709  
 518-266-0310

## Client

Erik C F Sandblom  
 Attn: Erik Sandblom  
 PO Box 212  
 Williston, VT 05495

## Project

Gulf Brook Phase II Town of Keene  
 Jackson Road  
 Keene, NY 12942

Project Number: JB185102

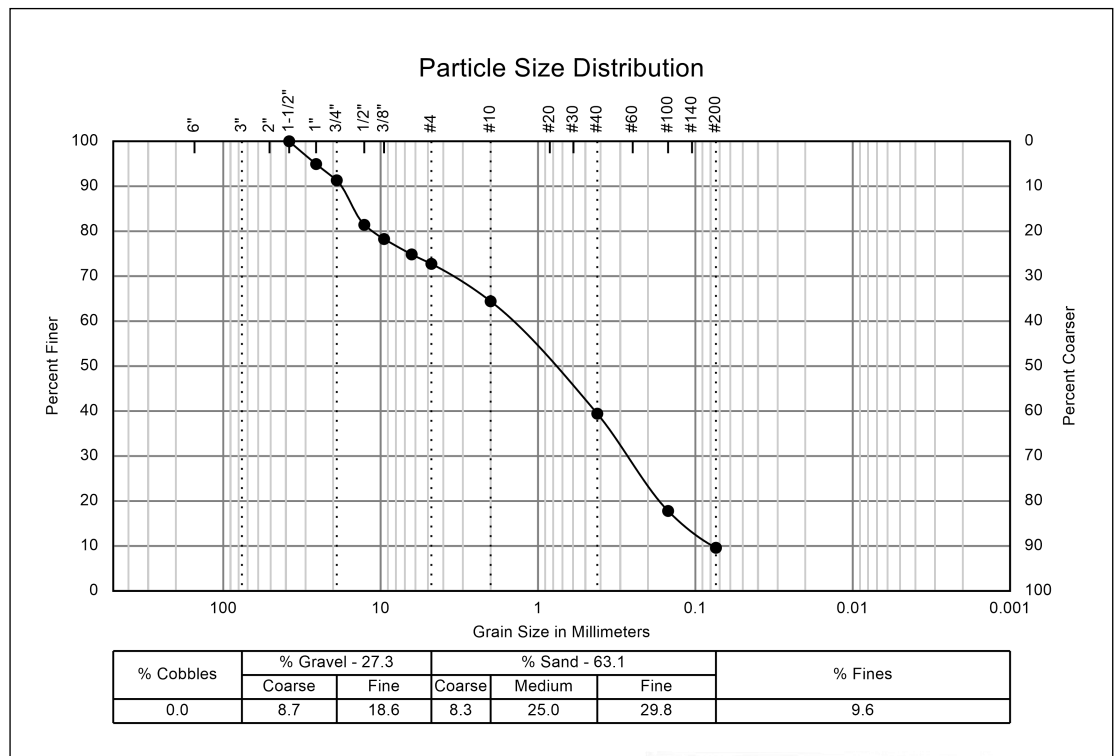
## Sample Information

Sample Type: SPT  
 Sample Location: B-3/S-6 19'-21'  
 Sample Description: F-M-C SAND, Some F-C Gravel, trace silt  
 USCS: Poorly-graded sand with silt and gravel (SP-SM)

## Laboratory Test Data

Test Method: ASTM D6913  
 Method: NA  
 Atterberg Limits: LL Air - 0, LL Oven - 0, PL - 0, PI - 0  
 Sample Preparation: Oven Dried  
 Sieving Method: Single Sieve-Set Sieving

Sieve Size	Percent Finer	Spec.*	Pass (X=Fail)
2"			
1-1/2"	100.0		
1"	94.9		
3/4"	91.3		
1/2"	81.4		
3/8"	78.3		
1/4"	74.8		
#4	72.7		
#10	64.4		
#40	39.4		
#100	17.8		
#200	9.6		



* $D_{60} = 1.43$	$D_{30} = 0.27$	$D_{10} = 0.08$	$C_c = 0.6$	$C_u = 17.9$	FM =
-------------------	-----------------	-----------------	-------------	--------------	------

## Comments:

Services: Perform gradation analysis on sample of material returned to the office in general accordance with ASTM D6913.

Dente Group - A Terracon Co. Rep.: A. Barron

Reported To: N/A

Contractor: N/A

Report Distribution:

Reviewed By:

*Joseph Robichaud*  
 J. Robichaud, P.E.  
 Department Manager

9/28/18

Test Methods: ASTM D6913

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

## **APPENDIX H**

### **PERMITS / APPROVALS**

- 1) NYSDEC GENERAL PERMIT (DEC #5-1530-00182/00001, GULF BROOK RESTORATION PHASE II, KEENE (T), ESSEX CO.)**
- 2) ADIRONDACK PARK AGENCY (APA) PERMIT (PROJECT 2018-0002)**
- 3) US ARMY CORPS OF ENGINEERS PERMIT (NAN-2016-00371-UDE)**
- 4) PROPERTY EASEMENTS**

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 5

1115 State Route 86, PO Box 296, Ray Brook, NY 12977-0296

P: (518) 897-1234 | F: (518) 897-1394

www.dec.ny.gov

April 24, 2019

Town of Keene  
ATTN: Joe Pete Wilson, Supervisor  
10892 State Route 9N, PO Box 89  
Keene, NY 12942-0089

**Re: DEC #5-1530-00182/00001  
Gulf Brook Restoration Phase II  
Keene (T), Essex Co.**

Dear Permittee:

Enclosed is your permit which was issued in accordance with the applicable provisions of the Environmental Conservation Law. Questions regarding the terms of the permit should be directed to Jim Pinheiro in our Bureau of Ecosystem Health at (518) 623-1200. Should your plans change, please contact this office to determine whether modifications of the permit are required.

Please note that it is the responsibility of the permittee and his agents to read and comply with all permit conditions. Carefully review the project sketches attached to this permit. Minor changes may have been made in the location or dimensions of your project, or additional materials (i.e. filter fabric or rock rip-rap) may have been included in the plans. Further, the permit is valid only for the activity expressly authorized. Work beyond the scope of the permit shall be considered as work without a permit. Any failure to comply with these terms may be treated as a violation of the Environmental Conservation Law. Work done under this permit is subject to inspection by Forest Rangers and Environmental Conservation Officers.

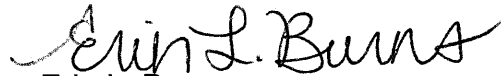
Special Note: This project still requires a Beneficial Use Determination under Department regulation 6NYCRR Part 360 for disposal of dredged materials. As recently discussed with Erik Sandblom, the bid-winning contractor for this project will submit a new grain size analysis to the Department for determination. The Part 360 requirements are available on our website at the following weblink: <http://www.dec.ny.gov/chemical/8821.html>. Please contact Patrick Kane in our Division of Materials Management at 518-897-1241 or [Patrick.Kane@dec.ny.gov](mailto:Patrick.Kane@dec.ny.gov) for further information.



Department of  
Environmental  
Conservation

This permit does not eliminate the need to obtain approvals from other local or state agencies, or from the U.S. Army Corps of Engineers (USACOE). If your project is located within the Adirondack Park, approvals may be required from the Adirondack Park Agency (APA). For additional information on APA requirements, contact the APA at (518) 891-4050. For US ACOE requirements call (518) 270-0588.

Sincerely,



Erin L. Burns

Deputy Regional Permit Administrator

Enclosures

ec: Jim Pinheiro, Ecosystem Health  
Tom Shanahan, Fisheries  
Patrick Kane, Materials Management  
Rob Streeeter, Regional Water Manager  
Christine Delorier, USACOE (#NAN-2016-00371-UDE)  
Bart Haralson, APA (#2018-0002)  
Erik Sandblom, Schoder Rivers Associates, PC  
Lori Shirley, GOSR  
Joan Ducharme, OPP  
ECO Lt. Phelps





**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**Permittee and Facility Information**

**Permit Issued To:**  
TOWN OF KEENE  
10892 ST RTE 9N  
PO BOX 89  
KEENE, NY 12942-0089  
(518) 576-4444

**Facility:**  
Gulf Brook Restoration Phase II  
Bucks Ln Bridge to E Br Ausable River  
Keene, NY 12942

**Facility Location:** in KEENE in ESSEX COUNTY

**Facility Principal Reference Point:** NYTM-E: 596.511 NYTM-N: 4901.004  
Latitude: 44°15'21.2" Longitude: 73°47'27.7"

**Project Location:** Starts near Bucks Lane Bridge, ends at confluence with E Br Ausable River

**Authorized Activity:** This permit authorizes a stream restoration and flood mitigation project along 1,100 feet of Gulf Brook, to create a stabilized reach, improve instream habitat, increase water and sediment transport capacity, and restore natural functions. The project involves excavation and re-shaping the channel to provide a minimum bankfull width of 40 feet where possible, with bank stabilization and aquatic habitat improvements including: vegetated rock slope protection on channel banks, construction of cross channel boulder vanes, installation of instream channel boulders, reforming of a natural channel, vegetation of channel banks and riparian buffer area. The project also includes removal and replacement of Bucks Lane Bridge, a 161'L segmented concrete block retaining wall, and 196'L rip rap wall. Erosion and sediment controls include a temporary instream rock filter dam with upstream settling pond. Total area of disturbance at or below Mean High Water Line is 0.73 acres.

**Permit Authorizations**

**Stream Disturbance - Under Article 15, Title 5**

Permit ID 5-1530-00182/00001

New Permit

Effective Date: 4/24/2019

Expiration Date: 10/1/2022

**Water Quality Certification - Under Section 401 - Clean Water Act**

Permit ID 5-1530-00182/00002

New Permit

Effective Date: 4/24/2019

Expiration Date: 10/1/2022



**NYSDEC Approval**

**By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.**

Permit Administrator: ERIN L BURNS, Deputy Regional Permit Administrator  
Address: NYSDEC Region 5 Headquarters  
1115 NYS ROUTE 86  
PO BOX 296  
RAY BROOK, NY 12977 -0296

Authorized Signature: Erin L. Burns

Date 4/24/19

**Permit Components**

- NATURAL RESOURCE PERMIT CONDITIONS
- WATER QUALITY CERTIFICATION SPECIFIC CONDITION
- GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS
- NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: STREAM DISTURBANCE; WATER QUALITY CERTIFICATION**

- 1. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Schoder Rivers Associates, entitled "Gulf Brook Channel Restoration Phase II" dated 2/28/2019, received by DEC on 3/1/2019.
- 2. Conditions Prevail Over Plans** If any condition of this permit conflicts with the approved plans, the permit condition shall prevail over the plans.
- 3. Post Permit Sign** The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.
- 4. Prohibition Period for Trout** All instream work, as well as any work that may result in the suspension of sediment, is prohibited during the trout spawning and incubation period commencing October 1 and ending April 30, unless prior project-specific approval is granted by the Department.
- 5. Install and Maintain Erosion Controls** Staked straw bales, silt fence or other DEC-approved erosion control measures are to be installed on the downslope edge of any disturbed areas. This barrier to sediments is to be put in place before any disturbance of the ground occurs and is to be maintained in a



- 14. Concrete Leachate** During construction, no wet or fresh concrete or leachate shall be allowed to escape into any wetlands or waters of New York State, nor shall washings from ready-mixed concrete trucks, mixers, or other devices be allowed to enter any wetland or waters. Only watertight or waterproof forms shall be used. Wet concrete shall not be poured to displace water within the forms.
- 15. Allowable Fill Material** Fill associated with the bridge installation and approach material shall be structurally stable and shall be composed of natural material that, if eroded into the watercourse, shall not be detrimental to aquatic life.
- 16. Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete leachate or any other environmentally deleterious materials associated with the project.
- 17. Stabilize Disturbed Areas** All disturbed stream banks **below** the normal high water elevation must be graded no steeper than 1 vertical to 2 horizontal slope, and adequately stabilized (native material preferred). All other areas of soil disturbance **above** the ordinary high water elevation, or elsewhere, shall be seeded with an appropriate perennial grass seed and mulched with straw within two (2) days of final grading. Mulch shall be maintained until suitable vegetative cover is established. Destroyed bank vegetation shall be replaced appropriate native vegetation.
- 18. Removal Of Erosion Controls** Before erosion controls are removed, any sediment that has accumulated at such controls shall be removed to an upland location.
- 19. Materials Disposed at Upland Site** Any demolition debris, excess construction materials, and/or excess excavated materials shall be immediately and completely disposed of on an approved upland site more than 100 feet from any regulated freshwater wetland. These materials shall be suitably stabilized so as not to re-enter any water body, wetland, or wetland adjacent area.
- 20. State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.
- 21. Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.
- 22. State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without



functional condition until all disturbed ground is heavily vegetated or otherwise stabilized. All erosion control measures intended to stabilize the work site shall be completed by October 1st of any calendar year. If work authorized by this permit cannot be completed by October 1st, interim stabilization measures consisting of erosion control matting or mulching shall be installed by October 1st and maintained in an effective condition until such time as authorized work resumes in the spring. Upon completion of work and satisfactory stabilization of disturbed areas, all erosion controls shall be entirely removed immediately.

**6. Siltation Prevention Measures** Siltation prevention measures, such as silt fencing, sediment traps or settling basins, shall be installed and maintained during the project, to prevent movement of silt and turbid waters from the project site into any watercourse, stream, water body or wetland.

**7. Turbid Discharges** Visibly turbid discharges from land clearing, grading or excavation activities, or de-watering operations shall not enter the stream, navigable water, or wetland. Prior to entry into stream, navigable water or wetland, any such discharge shall be:

- a. retained in an appropriately maintained upland settling basin;
- b. filtered through crushed stone, sand, straw bales, silt screening (maximum opening size of U.S. Sieve Number 20), etc.; or,
- c. directed to a grassy upland area a sufficient distance from the stream to prevent change in turbidity of the receiving water.

**8. Water Clarity/Visible Turbidity Monitoring** Stream reaches downstream of construction areas shall always remain as clear (non-turbid) as the reaches upstream of the construction areas. Every 2 hours during any instream work activity, visual turbidity monitoring shall be performed of the East Branch Ausable River within 300 meters of the work site above and below the confluence.

**9. Cease Dredging If Substantial Turbidity** During dredging operations or instream work if turbidity is produced outside of the containment area that causes substantial, visible contrast to the natural condition or results in a deposition of settleable solids, the permittee shall immediately cease work and notify the DEC Regional Water Manager at (518) 897-1241 of such incident. The permittee shall submit to the Department, for review and approval, an alternative containment plan. The Department must approve the plan prior to the permittee resuming work. The permittee shall examine the silt curtain for breaches and identified breaches shall be immediately repaired.

**10. Maintain Flow of Water** Sufficient flow of water shall be maintained at all times to sustain aquatic life downstream. At no time shall more than one half the stream be blocked off.

**11. Return Stranded Fish** Any fish remaining in the dewatered area shall be returned to the stream, lake or wetland.

**12. Invasive Species** To prevent the unintentional introduction or spread of invasive species, all construction equipment must be cleaned of mud, seeds, vegetation and other debris before allowed to enter any approved work areas within the waters of the state.

**13. No Equipment in the Water** Heavy equipment operation in the water is prohibited. With backhoes and similar heavy equipment, the bucket may enter the water.



expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

**23. State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

### WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

**1. Water Quality Certification** The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.

### GENERAL CONDITIONS - Apply to ALL Authorized Permits:

**1. Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

**2. Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of



applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator  
NYSDEC Region 5 Headquarters  
1115 NYS ROUTE 86  
PO BOX 296  
RAY BROOK, NY 12977 -0296

**4. Submission of Renewal Application** The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Stream Disturbance, Water Quality Certification.

**5. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**6. Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

<b>NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS</b>
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**Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.



**Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

**Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

**Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.



**NOTICE OF INTENT TO INITIATE PROJECT CONSTRUCTION**

**NOTE: This notice must be mailed or faxed to the appropriate Department of Environmental Conservation Office listed below. Notice must be received by the Department at least 48 hours prior to initiation of construction activities.**

**The following information is to be filled out by DEC:**

**DEC Permit #: 5-1530-00182/00001**  
**Permittee Name: Town of Keene**  
**Address: 10892 NYS Route 9N, PO Box 89, Keene, NY 12942-0089**  
**Telephone Number: 518-576-4444**

The following information must be completed by the Permittee:

I plan on initiating work on my project on \_\_\_\_\_  
month/day/year

My contractor is: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

**Please mail or FAX this form prior to initiating project to:**

**NYSDEC**  
**Natural Resources Office**  
**PO Box 296, Route 86**  
**Ray Brook, NY 12977-0296**  
**(518) 897-1291**  
**(518) 897-1370 FAX**

**NYSDEC**  
**Natural Resources Office**  
**PO Box 220, Upper Hudson Street**  
**Warrensburg, NY 12885-0220**  
**(518) 623-1240**  
**(518) 623-3603 FAX**



New York State  
Department of Environmental Conservation



The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Departmental conditions on it, contact the Regional Permit Administrator listed below. Please refer to the permit number shown when contacting the DEC.

Regional Permit Administrator

Permit Number 5-1530-00182/00001

Expiration Date

October 1, 2022

*Erin L. Burns*  
Erin L. Burns  
Deputy Regional Permit Administrator

NOTE: This notice is NOT a permit



# Adirondack Park Agency

**The permit is a double-sided document and needs to be recorded as such**

## **Transmittal of Permit**

Authorized by the Deputy Director, Regulatory Programs  
Sent by Certified Mail, Return Receipt Requested  
Tracking No. 70180360000025218357

April 19, 2019

To: **Eric Sandblom**

Project/Permit: **2018-0002**

Enclosed is the original copy of the above numbered permit issued by the Adirondack Park Agency's Deputy Director of Regulatory Programs pursuant to authority delegated by the Agency.

This project may not be undertaken until the permit along with any attached maps is recorded in the office of the **Essex County Clerk's Office**. In addition, the permit will be void unless it is recorded along with any attached maps on or before **June 18, 2019**, in the names of all owners of record of any portion of the project site on the date of recordation. *In order for the permit to be recorded in the County Clerk's Office, the applicant must pay the County Clerk the appropriate fees at the time of recording. Please contact the County Clerk's Office for fee amount. The original of the permit will be returned to the applicant by the County Clerk.*

If you find minor factual discrepancies in the permit and accompanying findings, please bring them to the Agency's attention before recording the permit. In most cases these are easily resolved and the Agency will issue a corrected permit if necessary for recording.


If on the other hand you wish to dispute the terms or conditions imposed in the permit, you are entitled to have the Agency Members review the matter and render their own decision before you undertake the project. In this case, provide a detailed written description specifically outlining what terms or conditions of the permit you wish to appeal and why you believe your appeal should be granted. Return it to the Agency on or before **May 19, 2019**. Notices of appeal received after this date will not be considered by the Agency unless you show good cause for not notifying the Agency sooner. Do not, however, record the permit if you intend to appeal its terms.

You should be aware that once you notify the Agency of your intent to dispute the permit, the process will require at least 20 days to allow for public notification. Also, delays can occur depending on when the appeal is filed relative to the regular monthly meeting dates of the Agency. The Agency regularly meets on the second Thursday and Friday of each month.

If you have any questions concerning these procedures, please direct them to the Review Officer named below. Thank you for your cooperation in this matter.

**Bart Haralson, Environmental Program Specialist 1**

**THIS IS A TWO-SIDED DOCUMENT**

 <p><b>NEW YORK</b> STATE OF OPPORTUNITY.</p> <p><b>Adirondack Park Agency</b></p> <p>P.O. Box 99, 1133 NYS Route 86 Ray Brook, New York 12977 Tel: (518) 891-4050 Fax: (518) 891-3938 www.apa.ny.gov</p>	<p>APA Project Permit 2018-0002</p>
<p>In the Matter of the Application of</p> <p><b>TOWN OF KEENE, SCOTT PURDY, AND JON C. SAPPAH</b> Permittee</p> <p>for a permit pursuant to §809 of the Adirondack Park Agency Act and 9 NYCRR Part 578</p>	<p>Date Issued: April 19, 2019</p>
	<p>To the County Clerk: This permit must be recorded on or before June 18, 2019. Please index this permit in the grantor index under the following names:</p> <ol style="list-style-type: none"><li>1. <b>Town of Keene</b></li><li>2. <b>Scott Purdy</b></li><li>3. <b>Jon C. Sappah</b></li></ol>

**SUMMARY AND AUTHORIZATION**

This permit authorizes Phase 2 of the Gulf Brook Restoration Project to repair flood damage caused by Tropical Storm Irene and create improved flood protection for lands surrounding the brook in an area classified Hamlet on the Adirondack Park Land Use and Development Plan Map in the Town of Keene, Essex County.

This permit shall expire unless recorded in the Essex County Clerk's Office on or before June 18, 2019, in the names of all persons listed above and in the names of all owners of record of any portion of the project site on the recordation date.

The project shall not be undertaken or continued unless the project authorized herein is in existence within four years from the date the permit is recorded. The Agency will consider the project in existence when the recontouring of the stream has begun.

The project shall be undertaken in compliance with all conditions stated herein. Failure to comply with this permit is a violation and may subject the permittee, successors, and assigns to civil penalties and other legal proceedings.

This permit does not convey any right to trespass upon the lands or interfere with the riparian rights of others in order to undertake the authorized project, nor does it authorize the impairment of any easement, right, title or interest in real or personal property. Nothing contained in this permit shall be construed to satisfy any legal obligations of the permittee to comply with all applicable laws and regulations or to

obtain any governmental approval or permit from any entity other than the Agency, whether federal, State, regional or local.

### **PROJECT SITE**

The portion of the project site jurisdictional to the Agency is located on three parcels of land located on Gulf Brook in the Town of Keene, Essex County, in an area classified Hamlet on the Adirondack Park Land Use and Development Plan Map. The project site is located within the designated East Branch Ausable River Recreational Area. The three parcels of the project site are identified as the following Tax Map Sections:

- Tax Map Sections 53.26, Block 3, Parcel 4.002, and is described in a deed from Kathleen Adele Purdy to Scott P. Purdy, dated September 3, 2010, and recorded October 5, 2010 in the Essex County Clerk's Office under Instrument Number 2010-00003878.
- Tax Map Sections 53.26, Block 2, Parcel 4, and is described in a deed from Jon C. Sappah and Valerie Sappah to Jon C. Sappah, dated August 16, 2007, and recorded October 12, 2007 in the Essex County Clerk's Office under Instrument Number 2007-00005928.
- Tax Map Sections 53.26, Block 3, Parcel 1.003, and is described in a deed from Charles J. McCourt and Marjorie B. McCourt to the Town of Keene, dated August 12, 1975, and recorded August 19, 1975 in the Essex County Clerk's Office at Book 595, Page 142.

### **PROJECT DESCRIPTION**

The project as conditionally approved herein involves Phase 2 of the Gulf Brook Restoration Project to repair flood damage caused by Tropical Storm Irene and to create improved flood protection for lands surrounding the brook. The Agency's review and approval is required for the portions of the project impacting jurisdictional wetlands. The project is shown on the following maps and plans Project Plans:

- "Keene, NY Gulf Brook Channel Restoration Phase 2, Existing Conditions Plan, C.101," prepared by Schoder Rivers Associates, and dated February 28, 2019 "Existing Conditions Plan".
- "Keene, NY Gulf Brook Channel Restoration Phase 2, Erosion & Sediment Control Plan, C.102, C.103, and C.104" prepared by Schoder Rivers Associates, and dated February 28, 2019 "Erosion and Sediment Control Plan."
- "Keene, NY Gulf Brook Channel Restoration Phase 2, Civil Plan and Profile, C.201 and C.202" prepared by Schoder Rivers Associates and dated February 28, 2019 "Site Plan." A reduced-scale copy of the Site Plan for the project is attached as a part of this permit for easy reference.
- "Keene, NY Gulf Brook Channel Restoration Phase 2, Concrete Block Wall and Wetland Restoration Plan, C.203," and "Keene, NY Gulf Brook Channel Restoration Phase 2, Typical Channel Cross-Section Details, C.402", prepared by Schoder Rivers Associates, and dated February 28, 2019 "Wetlands Restoration Plan."

The original, full-scale maps and plans described in this paragraph are the official plans for the project, with copies available upon request from Adirondack Park Agency headquarters in Ray Brook, New York.

### **AGENCY JURISDICTION**

The project requires an Agency permit pursuant to §§ 809(2)(a) and 810(a)(1), of the Adirondack Park Agency Act [Executive Law, Article 27], because the project involves impacts to wetlands on Hamlet lands. The project is a regulated activity requiring a wetlands permit pursuant to § 578.2 and § 578.3(n)(1)(ii), (iii) of Agency regulations implementing the Freshwater Wetlands Act [Article 24 of the Environmental Conservation Law], because the project involves excavation and fill of a wetland connected to a stream.

### **CONDITIONS**

#### **THE PROJECT IS APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:**

1. The project shall not be undertaken until this permit has been recorded in the Essex County Clerk's Office.
2. This permit is binding on the permittee, all present and future owners or lessees of the project site, and all persons undertaking all or a portion of the project. Copies of this permit and the Site Plan shall be furnished by the permittee to all subsequent owners or lessees of the project site prior to sale or lease, and by the permittee and/or any subsequent owner or lessee to all persons undertaking any development activities authorized herein.
3. In addition to complying with all terms and conditions of this permit, all future activities on the project site shall be undertaken in compliance with the requirements of New York State's Adirondack Park Agency Act, Freshwater Wetlands Act, Wild, Scenic and Recreational Rivers System Act, and the Adirondack Park Agency's implementing regulations [9 NYCRR §§ 570-588].

#### **Development**

4. The project shall be undertaken in accordance with the Project Plans. Any changes to the Project Plans shall require prior written Agency approval.

#### **Tree Cutting/Vegetation Removal**

5. Tree and shrub removal on the project shall be undertaken as shown on the Site Plan, and in accordance with the Project Plans.

### **Plantings**

6. All trees and shrubs depicted on the Erosion and Sediment Control and Wetlands Restoration Plans shall be planted and maintained as shown on these plans.

### **Wetlands**

7. Compensatory wetlands mitigation shall be undertaken in accordance with the Wetland Restoration Plan and Project Plans. The undertaking of any other activities involving wetlands shall require a new or amended permit.

### **Invasive Species Control/Sanitizing Equipment**

8. When brought from off-site, all equipment, including but not limited to trucks, excavators, tractors, etc., and hand excavation tools such as shovels, rakes, and picks, to be used on the project site shall be clean and free of soil, mud, or other similar material. If washed on the project site, equipment shall be washed in one location to prevent the distribution of propagules among different wash sites. All construction equipment and vehicles operating in areas that may contain existing invasive species shall be thoroughly cleaned prior to moving to other areas.

### **Infrastructure**

#### **Erosion and Sediment Control and Stormwater Management**

9. The project shall be undertaken in compliance with the Erosion and Sediment Control Plan.

### **Reports**

10. At the request of the Agency, the permittee or the permittee's successor shall report in writing the status of the project, including details of compliance with any terms and conditions of this permit.

### **FINDINGS OF FACT**

#### **Project Site**

##### **Water Resources**

1. The project site contains 1,090 feet of shoreline on the northern and southern portions of Gulf Brook in the Town of Keene.

### **Wetlands**

2. Wetlands are located around the mouth of a stream leading into the North shore of Gulf Brook, East of the East Branch Ausable River. The wetlands are comprised of a wet meadow cover type with a value rating of 4.
3. This project will involve the loss of 2,650± square feet of wetlands on the project site. 1,150± square feet of wetlands will be restored as mitigation for this loss, as depicted on the Wetland Restoration Plan, which was developed in accordance with the Agency's Compensatory Wetland Mitigation Guidelines.

### **Designated River Area**

4. The project site is located within one quarter mile of the east Branch Ausable Recreational River.

### **Vegetation**

5. As depicted on the Project Plans, vegetation along Gulf Brook will be removed during construction and replanted with native varieties of trees and shrubs.

### **Historic Sites or Structures**

6. By letter dated September 20, 2017, the New York State Office of Parks, Recreation and Historic Preservation determined that the project will have no impact upon the cultural resources in or eligible for inclusion in the State and National Registers of Historic Places.

### **Nearby Land Uses**

7. The area around the project site is a mix of year-round residential homes and businesses.

### **Public Notice and Comment**

8. The Agency notified all adjoining landowners and other parties and published a Notice of Complete Permit Application in the Environmental Notice Bulletin, as required by the Adirondack Park Agency Act. No comments have been received.

### **Department of Environmental Conservation**

9. The proposal requires a Stream Disturbance permit and Clean Water Act Water Quality Certification from the DEC because the project disturbs the bed and bank of a water way, as well as excavating and placing fill within the banks of the waterway.

**Army Corp of Engineers**

10. The Proposal requires a Nationwide Permit 27 – Aquatic Habitat Restoration, Enhancement, and Establishment Activities permit from the ACOE because the project restores and enhances non-tidal streams and wetlands.

**PROJECT IMPACTS**

**Infrastructure**

**Stormwater Management and Erosion and Sediment Control**

11. Following the stormwater management and erosion control plan during the construction phase will protect water quality. After construction stormwater management of Gulf Brook will improve because of the new stream features.

**Visual**

12. There will be no visual impacts associated with the wetlands removal and restoration because of the native vegetation proposed to be replanted in the immediate and surrounding areas.

**Habitat/Wetlands/Surface Waters**

13. There will be a wetlands loss due to the creation of a stable stream channel. Although there will be a loss of wetlands, the project will improve aquatic organism passage in Gulf Brook through the creation of a low flow channel. Creation of a stable stream channel will also decrease erosion and sedimentation of wetlands and aquatic habitat downstream. The quality of the wetland habitat will be improved by routing the stream flowing into Gulf Brook back through the wetlands. Routing the stream back to its original course will also increase the stormwater control and water quality values of the wetland and will decrease sedimentation into Gulf Brook.

**Invasive Species**

14. Requiring inspection and cleaning of construction vehicles and tools prior to use on the project site or after use in an area with invasive plant species will reduce the likelihood of spreading invasive plants to the project site and adjoining properties.

**Historic Sites or Structures**

15. The project will not cause any change in the quality of "registered," "eligible," or "inventoried" property as those terms are defined in 9 NYCRR §426.2 for the



purposes of implementing §14.09 of the New York State Historic Preservation Act of 1980.

### **CONCLUSIONS OF LAW**

The Agency has considered all statutory and regulatory criteria for project approval set forth in the Adirondack Park Agency Act, the Freshwater Wetlands Act and 9 NYCRR Part 578, the Wild, Scenic and Recreational Rivers System Act and 9 NYCRR Part 577, and 9 NYCRR Part 574. The Agency hereby finds that the project authorized as conditioned herein:

- a. will be consistent with the land use and development plan;
- b. will be compatible with the character description and purposes, policies, and objectives of the Hamlet land use area;
- c. will be consistent with the overall intensity guidelines for the Hamlet land use area;
- d. will comply with the shoreline restrictions of § 806 of the Adirondack Park Agency Act; and
- e. will not have an undue adverse impact upon the natural, scenic, aesthetic, ecological, wildlife, historic, recreational or open space resources of the Park or upon the ability of the public to provide supporting facilities and services made necessary by the project;
- f. will secure the natural benefits of wetlands associated with the project, consistent with the general welfare and beneficial economic, social, and agricultural development of the state; and
- g. is the only alternative which reasonably can accomplish the applicant's objectives;
- h. will be consistent with the purposes and policies of the Wild, Scenic and Recreational Rivers System Act;
- i. will comply with the restrictions and standards of 9 NYCRR § 577.6; and
- j. will not cause an undue adverse impact upon the natural, scenic, aesthetic, ecological, botanical, fish and wildlife, historic, cultural, archeological, scientific, recreational or open space resources of the river area, taking into account the commercial, industrial, residential, recreational or other benefits that might be derived therefrom.

PERMIT issued this 19<sup>th</sup> day  
of April, 2019.

ADIRONDACK PARK AGENCY

BY: Terry Martino  
Terry Martino, Executive Director

STATE OF NEW YORK  
COUNTY OF ESSEX

On the 19<sup>th</sup> day of April in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry Martino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



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

TM:BHH:lb

LAURETTA M. HARRIGAN BULLIS  
Notary Public, State of New York  
# 01HA6128438  
Commission Expires June 13, 2021

Project and Permit No: P2018-2 BH

Permit was recorded on: \_\_\_\_\_  
(date)

Instrument No: \_\_\_\_\_

Book: \_\_\_\_\_ Page: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant or Representative



DEPARTMENT OF THE ARMY  
U.S. Army Corps of Engineers, ATTN: CENAN-OP-RU  
Upstate Regulatory Field Office  
1 Buffington St., Building 10, 3<sup>rd</sup> Fl. North  
Watervliet, New York 12189-4000

APR 30 2019

Upstate New York Section

SUBJECT: Permit Application No. NAN-2016-00371-UDE  
by Town of Keene  
Town of Keene, Essex County, New York

Joe Pete Wilson, Supervisor  
Town of Keene  
10892 State Route 9N, P.O. Box 89  
Keene, New York 12942

Dear Mr. Wilson:

This office has reviewed your Joint Application Form dated November 27, 2017, its attachments, and the additional information received on March 26 and April 25, 2019, including the drawings prepared by Schoder Rivers Associates Consulting Engineers, P.C., entitled "Gulf Brook Channel Restoration Project Phase 2", Sheets 1 through 16, which are all dated February 28, 2019. The submitted information describes a proposal that would consist of the following:

**The discharge of fill material into waters of the United States to facilitate the restoration of approximately 1,100 linear feet of Gulf Brook starting upstream of the Bucks Lane bridge and ending at its confluence with the East Branch of the Ausable River. A total of 0.73 acre of Gulf Brook and 0.06 acre of wetlands would be impacted to construct the project, including establishing a bankfull width of 40 feet where possible, bank stabilization consisting of vegetated rock slope protection, rip rap and a 160 foot long concrete block retaining wall, and channel stability and aquatic habitat improvements including six cross vanes and pools, 20 boulder clusters and 67 individual boulders. Riparian vegetation would be established along the restored section of the stream and 750 square feet of wetlands would be restored within the project area. The work would also include the replacement of the bridge carrying Bucks Lane over Gulf Brook. Temporary cofferdams and isolation berms and a temporary in-stream rock dam with an upstream settling pond would be established to provide erosion and sediment control. All tree cutting necessary to accomplish the work shall only occur during the period from November 1 through March 31 in any year this verification is in effect.**

Based upon the information provided, it appears that your proposed work may be authorized under Department of the Army nationwide general permit numbers: 3 and 27. The nationwide permits are prescribed as a Reissuance of Nationwide Permits in the Federal Register dated January 6, 2017 (82 FR 1860).

The work may be performed without further authorization from this office provided the activity complies with the terms and conditions of the Nationwide Permits (NWP) and the permit conditions listed in Section B, Nos. 3 and 27, Section C, any applicable New York District regional conditions, and any applicable regional conditions added by the State of New York. Please note that NWP General Condition No. 12 requires the installation and maintenance of proper soil erosion and sediment controls during construction.

The 2017 Nationwide Permits, including their final regional conditions, water quality certifications, and coastal zone concurrence statements are available at:

<http://www.nan.usace.army.mil/Missions/Regulatory/Nationwide-Permits/>

Please review and familiarize yourself with all relevant terms and conditions of the nationwide permit prior to proceeding with your project, and subsequently ensure you adhere to all conditions through the duration of the project. If you do not have internet access and require a specific paper copy, please contact the undersigned to request one be mailed to you. Please be sure to have your permit application number readily available when you call.

This verification is valid until March 18, 2022, unless the nationwide permit is modified, reissued, or revoked. This verification will remain valid until March 18, 2022, if the activity complies with the terms of any subsequent modifications of the nationwide permit authorization. If the nationwide permits are suspended, revoked, or modified in such a way that the activity would no longer comply with the terms and conditions of a nationwide permit, and the proposed activity has commenced, or is under contract to commence, the permittee shall have 12 months from the date of such action to complete the activity.

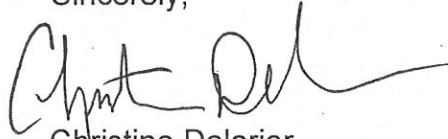
Please note that this determination does not eliminate the need to obtain any other Federal, State or local authorizations required by law for the above described work, including any required permit from the NYSDEC.

In order for us to better serve you, please complete our Customer Service Survey located at:

<http://www.nan.usace.army.mil/Missions/Regulatory/CustomerSurvey.aspx>

Any inquiries can be directed to the undersigned at (518) 266-6354.

Sincerely,

A handwritten signature in black ink, appearing to read "Christine Delorier", with a long horizontal flourish extending to the right.

Christine Delorier  
Senior Project Manager  
Upstate New York Section

Enclosure

Cf: NYSDEC Region 5, Ray Brook (DEC #5-1530-00182/00001)  
E. Sandblom – Schoder Rivers Associates, P.C.  
L. Shirley – GOSR  
B. Haralson – Adirondack Park Agency (APA #2018-0002)

C

PERMANENT EASEMENT AND RIGHT-OF-WAY  
TOGETHER WITH TEMPORARY CONSTRUCTION EASEMENT  
AND RIGHT-OF-WAY

THIS INDENTURE, made this <sup>April</sup> 22 day of March, 2019, between

**MICHAEL LEE ESTES AND ELLEN SUE ESTES**, P.O. Box 328, Keene, New York 12942, party of the first part or "Grantor;"

and

**THE COUNTY OF ESSEX**, a municipal corporation organized and existing under the laws of the State of New York, with offices and principal place of business located at 7551 Court Street, Elizabethtown, New York 12932, hereinafter referred to as party of the second part or "Grantee."

**WHEREAS**, the County has obtained funding through the New York Community Construction Program for the Restoration and Flood Mitigation at Gulf Brook project; and

**WHEREAS**, to accomplish the Restoration and Flood Mitigation at Gulf Brook Project it is necessary for the County to acquire a permanent easement and a temporary easement as described in Schedule A annexed hereto and made a part hereof, for the purposes of channel restoration; and

**WHEREAS**, the Temporary Easement is for construction purposes and will terminate upon acceptance of the project construction by the County of Essex or three (3) years from the date of this agreement and said property shall remain vested in the Grantor.

**WITNESSETH** that the parties of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby give, grant and release unto the party of the second part:

A **permanent, non-exclusive easement and right-of-way** in, under, over, upon, and across a portion of property described in a deed given by Marion F. McCourt to Michael Lee Estes and Ellen Sue Estes, dated November 19, 1979, recorded in the Office of the Essex County Clerk at Book 698, Page 198 on the 11<sup>th</sup> day of December, 1979, bearing Tax Map No. 53.26-2-6.000 on the 2018 Town of Keene tax rolls. The bounds of the permanent easement and right of way are more particularly described on a map prepared by ESPC dated March 17, 2017, which is attached hereto and made a part hereof as Schedule A.

1950-B  
151

RECORDED AND FILED  
ESSEX COUNTY CLERK  
2019 MAY -3 PM 2:26  
ELIZABETHTOWN, NY

R. D. MAWING, Essex Co. Addy

The grant of this permanent easement and right of way is for ingress and egress to the stream banks and bed of Gulf Brook, Grantors property, and the bridge spanning Gulf Brook, with men, equipment and vehicles for all purposes relative to the installation, construction, location, maintenance, replacement and repair of a new bridge to be used by the traveling public over Gulf Brook as well as necessary retaining walls, abutments and supports, stream bank protection materials and apparatus, channel and retaining wall improvements, soil removal and bank support, channel restoration and for future maintenance, repair, construction, reconstruction, location, relocation and removal of the bridge/retaining walls/bank support and structures or any parts thereof.

In addition to the permanent easement and right-of-way herein granted, Grantor's grant Grantee a **temporary easement and right-of-way** for the purposes of mobilization, staging and location of materials, and for the installation and construction, replacement and repair of a new bridge and ancillary abutments and supports and bank and channel construction and restoration. The term of the temporary easement and right-of-way shall end and terminate upon acceptance of the project construction by the County of Essex or three (3) years from the date of this agreement at which time said temporary construction easement shall terminate.

Together with the right to remove all trees and other vegetation, as well as any rocks, boulders and soil as is or may be necessary, to the proper use of said permanent easement and right of way now and in the future.

This permanent easement and right of way is granted upon the following conditions:

1. The County of Essex shall name the party of the first part as additional insured and as a certificate holder on its insurance policy and shall provide the owner with a copy of the certificate of insurance.
2. The party of the second part and its contractor shall maintain policies of workers' compensation insurance in full force and effect during the period that any work is being performed within the easement and right of way area, covering all employee working therein.
3. The party of the second part agrees, that after any such construction, reconstruction, maintenance or repair, that it will be responsible for restoring the surface of the ground, including grass, to the same or similar condition that existed prior to the work.
4. The party of the second part shall use the least intrusive and destructive means in its work under this easement and right-of-way.



5. The party of the second part will defend, indemnify and hold harmless the parties of the first part from any and all suits, actions or causes of action of any kind, nature and description brought against the parties of the first part and/or party of the second part for or on account of any injury or damage received or sustained to any third party or parties in connection with party of the second part's exercise of the easement/right of way herein granted.
6. Party of the second part shall obtain all required permits from the State of New York and/or federal government, including as applicable but not limited to the Adirondack Park Agency, the NYS Departments of Transportation and/or Environmental Conservation, and the United States Army Corps of Engineers, and shall defend, indemnify and hold harmless the parties of the first part for any liability or potential liability arising from the failure to obtain such permits or the alleged violation of such permits.
7. The Grantee agrees to protect all existing trees.

**IN WITNESS WHEREOF** the party of the first part have hereunto set their hand and seal as of the day and year first above written.

**MICHAEL LEE ESTES**

By Michael L. Estes

**ELLEN SUE ESTES**

By Ellen S. Estes

**COUNTY OF ESSEX**

By Daniel L. Palmer  
**Daniel L. Palmer, County Manager**

State of New York )  
 )ss:  
County of Essex )

On the 23 day of ~~March~~ <sup>April</sup>, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **MICHAEL LEE ESTES**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

STEPHANIE R BATTISTI  
Notary Public, State of New York  
No. 01BA6322117  
Qualified in Essex County  
Commission Expires March 30, 2023

State of New York )  
 )ss:  
County of Essex )

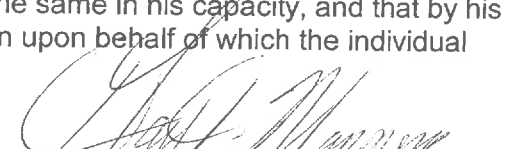
On the 23 day of ~~March~~ <sup>April</sup>, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **ELLEN SUE ESTES**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

STEPHANIE R BATTISTI  
Notary Public, State of New York  
No. 01BA6322117  
Qualified in Essex County  
Commission Expires March 30, 2023

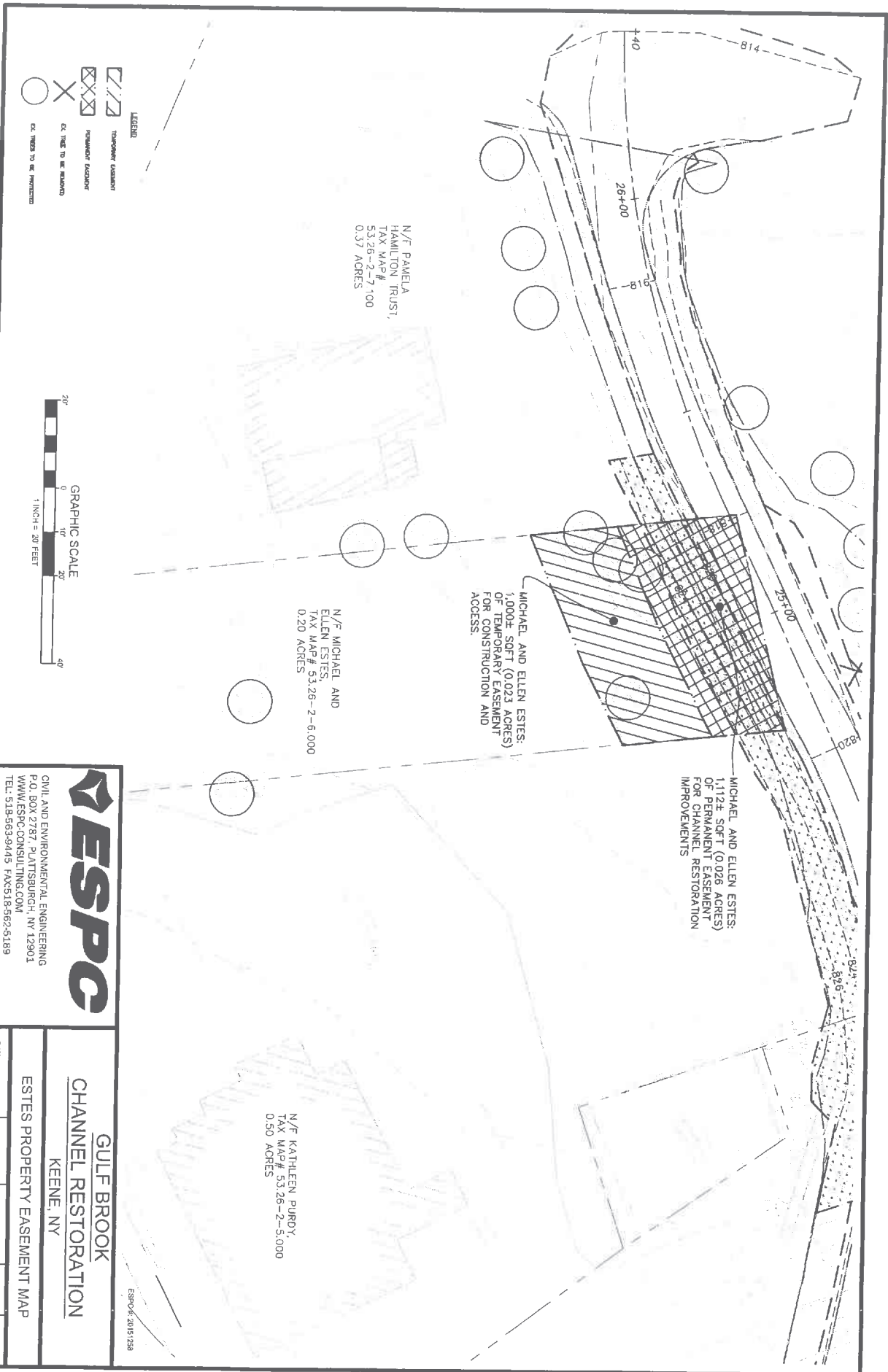
State of New York )  
 )ss:  
County of Essex )

On the 22 day of ~~March~~ <sup>April</sup>, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL L. PALMER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

DANIEL T. MANNING III  
Notary Public, State of New York  
Residing in County of Essex  
#4100408  
My Commission Expires 2-20-2022

**SCHEDULE A**



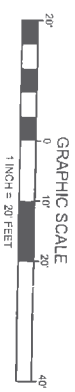
N/F PAMELA  
HAMILTON TRUST,  
TAX MAP #  
53.26-2-7100  
0.37 ACRES

N/F MICHAEL AND  
ELLEN ESTES,  
TAX MAP # 53.26-2-6.000  
0.20 ACRES

MICHAEL AND ELLEN ESTES:  
1.000E SOFT (0.023 ACRES)  
OF TEMPORARY EASEMENT  
FOR CONSTRUCTION AND  
ACCESS.

MICHAEL AND ELLEN ESTES:  
1.112E SOFT (0.026 ACRES)  
OF PERMANENT EASEMENT  
FOR CHANNEL RESTORATION  
IMPROVEMENTS

N/F KATHLEEN PURDY,  
TAX MAP # 53.26-2-5.000  
0.50 ACRES



**ESPC**  
CIVIL AND ENVIRONMENTAL ENGINEERING  
P.O. BOX 2787, PLATTSBURGH, NY 12901  
WWW.ESPC-CONSULTING.COM  
TEL: 518-563-9449 FAX: 518-562-5189

**GULF BROOK**  
**CHANNEL RESTORATION**  
KEENE, NY

ESTES PROPERTY EASEMENT MAP

DATE: 9/17/17    DWG. #: 1    SCALE: 1"=20'    DRN.: SLD    P.M.: ES

ESPC/06/2015/358

②

**PERMANENT EASEMENT AND RIGHT-OF-WAY**

**TOGETHER WITH TEMPORARY CONSTRUCTION EASEMENT**

**AND RIGHT-OF-WAY**

THIS INDENTURE, made this <sup>24<sup>th</sup></sup> ~~14<sup>th</sup>~~ day of <sup>April</sup> ~~March~~, 2019, between

**PAMELA HAMILTON AS TRUSTEE OF THE PAMELA HAMILTON REVOCABLE TRUST DATED MARCH 14, 2014**, P.O. Box 214, Purcellville, VA 20134, party of the first part or "Grantor;"

and

**THE COUNTY OF ESSEX**, a municipal corporation organized and existing under the laws of the State of New York, with offices and principal place of business located at 7551 Court Street, Elizabethtown, New York 12932, hereinafter referred to as party of the second part or "Grantee."

**WHEREAS**, the County has obtained funding through the New York Community Construction Program for the Restoration and Flood Mitigation at Gulf Brook project; and

**WHEREAS**, to accomplish the Restoration and Flood Mitigation at Gulf Brook Project it is necessary for the County to acquire a permanent easement and a temporary easement as described in Schedule A annexed hereto and made a part hereof, for the purposes of channel restoration; and

**WHEREAS**, the Temporary Easement is for construction purposes and will terminate upon acceptance of the project construction by the County of Essex or three (3) years from the date of this agreement and said property shall remain vested in the Grantor.

**WITNESSETH** that the parties of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby give, grant and release unto the party of the second part:

A **permanent, non-exclusive easement and right-of-way** in, under, over, upon, and across a portion of property described in a deed given by Pamela Hamilton to Pamela Hamilton as Trustee of the Pamela Hamilton Revocable dated March 14, 2014, dated March 14, 2014, recorded in the Office of the Essex County Clerk at Book 1776, Page 32 on the 25<sup>th</sup> day of August, 2014, bearing Tax Map No. 53.26-2-7.100 on the 2018 Town of Keene tax rolls. The bounds of the permanent easement and right of way

*RR. Essex Co. Adj. D. MANNING*

are more particularly described on a map prepared by ESPC dated March 17, 2017, which is attached hereto and made a part hereof as Schedule A.

The grant of this permanent easement and right of way is for ingress and egress to the stream banks and bed of Gulf Brook, Grantors property, and the bridge spanning Gulf Brook, with men, equipment and vehicles for all purposes relative to the installation, construction, location, maintenance, replacement and repair of a new bridge to be used by the traveling public over Gulf Brook as well as necessary retaining walls, abutments and supports, stream bank protection materials and apparatus, channel and retaining wall improvements, soil removal and bank support, channel restoration and for future maintenance, repair, construction, reconstruction, location, relocation and removal of the bridge/retaining walls/bank support and structures or any parts thereof.

In addition to the permanent easement and right-of-way herein granted, Grantor's grant Grantee a **temporary easement and right-of-way** for the purposes of mobilization, staging and location of materials, and for the installation and construction, replacement and repair of a new bridge and ancillary abutments and supports and bank and channel construction and restoration. The term of the temporary easement and right-of-way shall end and terminate upon acceptance of the project construction by the County of Essex or three (3) years from the date of this agreement at which time said temporary construction easement shall terminate.

Together with the right to remove all trees and other vegetation, as well as any rocks, boulders and soil as is or may be necessary, to the proper use of said permanent easement and right of way now and in the future.

This permanent easement and right of way is granted upon the following conditions:

1. The County of Essex shall name the party of the first part as additional insured and as a certificate holder on its insurance policy and shall provide the owner with a copy of the certificate of insurance.
2. The party of the second part and its contractor shall maintain policies of workers' compensation insurance in full force and effect during the period that any work is being performed within the easement and right of way area, covering all employee working therein.
3. The party of the second part agrees, that after any such construction, reconstruction, maintenance or repair, that it will be responsible for restoring the surface of the ground, including grass, to the same or similar condition that existed prior to the work.

4. The party of the second part shall use the least intrusive and destructive means in its work under this easement and right-of-way.
5. The party of the second part will defend, indemnify and hold harmless the parties of the first part from any and all suits, actions or causes of action of any kind, nature and description brought against the parties of the first part and/or party of the second part for or on account of any injury or damage received or sustained to any third party or parties in connection with party of the second part's exercise of the easement/right of way herein granted.
6. Party of the second part shall obtain all required permits from the State of New York and/or federal government, including as applicable but not limited to the Adirondack Park Agency, the NYS Departments of Transportation and/or Environmental Conservation, and the United States Army Corps of Engineers, and shall defend, indemnify and hold harmless the parties of the first part for any liability or potential liability arising from the failure to obtain such permits or the alleged violation of such permits.
7. The Grantee agrees to protect the existing retaining wall in place.

***IN WITNESS WHEREOF*** the party of the first part have hereunto set their hand and seal as of the day and year first above written.

**PAMELA HAMILTON AS TRUSTEE  
OF THE PAMELA HAMILTON  
REVOCABLE TRUST DATED  
MARCH 14, 2014,**

By *Pamela Hamilton*,  
*Trustee*

**COUNTY OF ESSEX**

By *Daniel L. Palmer*  
**Daniel L. Palmer, County Manager**

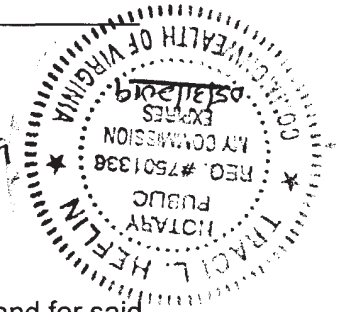
Paula Hamilton, Trustee

State of Virginia )  
 )ss:  
County of Loudoun )

On the 11<sup>th</sup> day of March, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **PAMELA HAMILTON AS TRUSTEE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Tracey L. Heelin  
Notary Public

Reg # 7501336  
Expires May 31, 2019



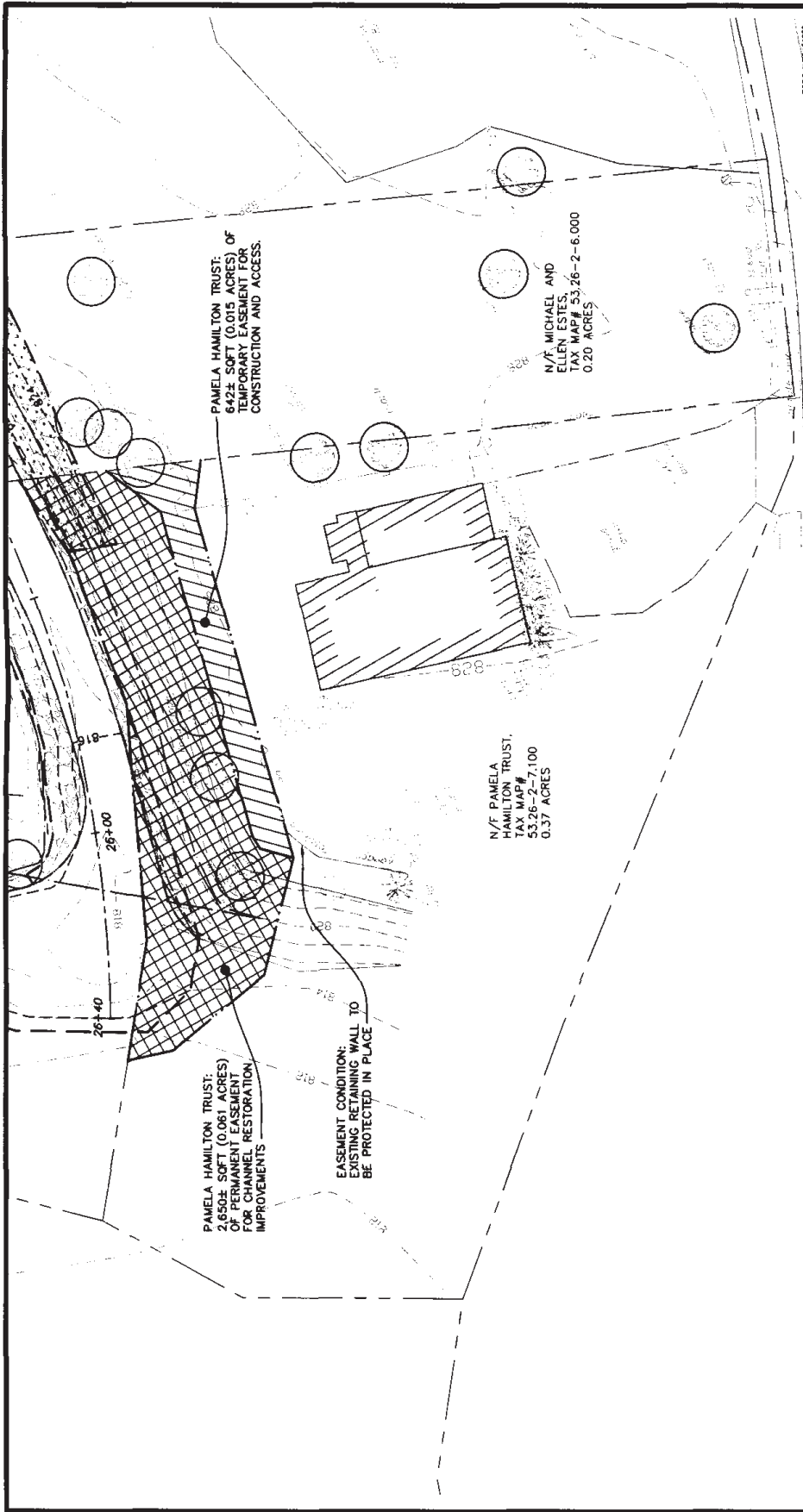
State of New York )  
 )ss:  
County of Essex )

On the 24<sup>th</sup> day of April, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL L. PALMER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

DANIEL T. MANNING III  
Notary Public, State of New York  
Residing in County of Essex  
#4962438  
My Commission Expires 2-20-20 22





ESPC # 20151248

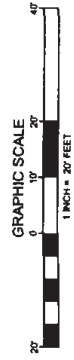


CIVIL AND ENVIRONMENTAL ENGINEERING  
 P.O. BOX 2770, SUITE 100, KEENE, NH 03501  
 TEL: 603-352-8445 FAX: 603-352-5189

**GULF BROOK**  
**CHANNEL RESTORATION**  
 KEENE, NY

**HAMILTON TRUST PROPERTY EASEMENT MAP**

DATE: 3/17/17 DWG. # 1 SCALE: 1"=20' DRN: 830 PAL: ES



- LEGEND**
- TEMPORARY EASEMENT
  - PERMANENT EASEMENT
  - TO BE REMOVED
  - TO BE PROTECTED

9

PERMANENT EASEMENT AND RIGHT-OF-WAY

TOGETHER WITH TEMPORARY CONSTRUCTION EASEMENT

AND RIGHT-OF-WAY

THIS INDENTURE, made this <sup>April</sup> 22 day of March, 2019, between

KATHLEEN A. PURDY, P.O. Box 38, Keene, New York 12942, party of the first part or "Grantors;"

and

THE COUNTY OF ESSEX, a municipal corporation organized and existing under the laws of the State of New York, with offices and principal place of business located at 7551 Court Street, Elizabethtown, New York 12932, hereinafter referred to as party of the second part or "Grantee."

WHEREAS, the County has obtained funding through the New York Community Construction Program for the Restoration and Flood Mitigation at Gulf Brook project; and

WHEREAS, to accomplish the Restoration and Flood Mitigation at Gulf Brook Project it is necessary for the County to acquire a permanent easement and a temporary easement as described in Schedule A annexed hereto and made a part hereof, for the purposes of channel restoration; and

WHEREAS, the Temporary Easement is for construction purposes and will terminate upon acceptance of the project construction by the County of Essex or three (3) years from the date of this agreement and said property shall remain vested in the Grantor.

WITNESSETH that the parties of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby give, grant and release unto the party of the second part:

A permanent, non-exclusive easement and right-of-way in, under, over, upon, and across a portion of property described in a deed given by Kathleen A. Purdy as Administrator of the Estate of Ronald Purdy to Kathleen A. Purdy, dated August 17, 2016, recorded in the Office of the Essex County Clerk at Book 1846, Page 180 on the 26<sup>th</sup> day of August, 2016, bearing Tax Map No. 53.26-2-5.000 on the 2018 Town of Keene tax rolls. The bounds of the permanent easement and right of way are more particularly described on a map prepared by ESPC dated March 17, 2017, which is attached hereto and made a part hereof as Schedule A.

RECORDED AND FILED  
ESSEX COUNTY CLERK

2019 MAY -3 PM 2:29

ELIZABETHTOWN, NY 12932

B-1950  
P-163

Essex County Clerk

The grant of this permanent easement and right of way is for ingress and egress to the stream banks and bed of Gulf Brook, Grantors property, and the bridge spanning Gulf Brook, with men, equipment and vehicles for all purposes relative to the installation, construction, location, maintenance, replacement and repair of a new bridge to be used by the traveling public over Gulf Brook as well as necessary retaining walls, abutments and supports, stream bank protection materials and apparatus, channel and retaining wall improvements, soil removal and bank support, channel restoration and for future maintenance, repair, construction, reconstruction, location, relocation and removal of the bridge/retaining walls/bank support and structures or any parts thereof.

In addition to the permanent easement and right-of-way herein granted, Grantor's grant Grantee a **temporary easement and right-of-way** for the purposes of mobilization, staging and location of materials, and for the installation and construction, replacement and repair of a new bridge and ancillary abutments and supports and bank and channel construction and restoration. The term of the temporary easement and right-of-way shall end and terminate upon acceptance of the project construction by the County of Essex or three (3) years from the date of this agreement at which time said temporary construction easement shall terminate.

Together with the right to remove all trees and other vegetation, as well as any rocks, boulders and soil as is or may be necessary, to the proper use of said permanent easement and right of way now and in the future.

This permanent easement and right of way is granted upon the following conditions:

1. The County of Essex shall name the party of the first part as additional insured and as a certificate holder on its insurance policy and shall provide the owner with a copy of the certificate of insurance.
2. The party of the second part and its contractor shall maintain policies of workers' compensation insurance in full force and effect during the period that any work is being performed within the easement and right of way area, covering all employee working therein.
3. The party of the second part agrees, that after any such construction, reconstruction, maintenance or repair, that it will be responsible for restoring the surface of the ground, including grass, to the same or similar condition that existed prior to the work.
4. The party of the second part shall use the least intrusive and destructive means in-its work under this easement and right-of-way.

5. The party of the second part will defend, indemnify and hold harmless the parties of the first part from any and all suits, actions or causes of action of any kind, nature and description brought against the parties of the first part and/or party of the second part for or on account of any injury or damage received or sustained to any third party or parties in connection with party of the second part's exercise of the easement/right of way herein granted.
6. Party of the second part shall obtain all required permits from the State of New York and/or federal government, including as applicable but not limited to the Adirondack Park Agency, the NYS Departments of Transportation and/or Environmental Conservation, and the United States Army Corps of Engineers, and shall defend, indemnify and hold harmless the parties of the first part for any liability or potential liability arising from the failure to obtain such permits or the alleged violation of such permits.
7. The Grantee will permanently close and fill in the existing leech beds; protect existing vegetation to the extent possible; the existing septic tank is to be protected in place; existing bituminous concrete pavement is to be returned to existing condition upon completion of project.

***IN WITNESS WHEREOF*** the party of the first part have hereunto set their hand and seal as of the day and year first above written.

**KATHLEEN A. PURDY,**

By Kathleen A. Purdy

**COUNTY OF ESSEX**

By Daniel L. Palmer  
**Daniel L. Palmer, County Manager**

State of New York )  
 )ss:  
County of Essex )

On the 4<sup>th</sup> day of ~~March~~ April, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **KATHLEEN A. PURDY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ELLEN S. ESTES  
Notary Public, State of New York  
No. 4992544  
Qualified in Essex County  
Commission Expires February 24, 20 23

Ellen S. Estes  
Notary Public

State of New York )  
 )ss:  
County of Essex )

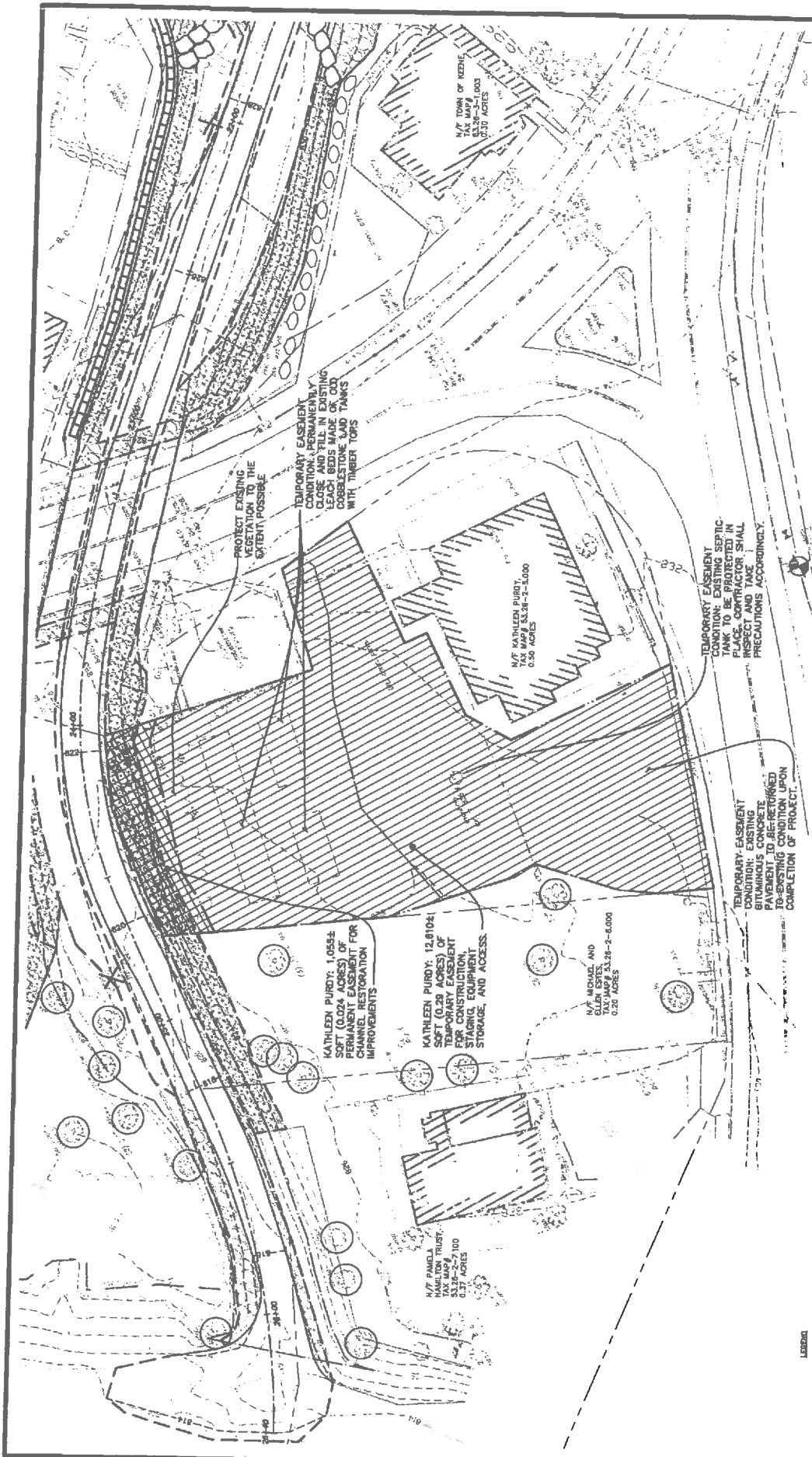
On the 22 day of ~~March~~ April, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL L. PALMER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Daniel T. Manning III  
Notary Public

DANIEL T. MANNING III  
Notary Public, State of New York  
Residing in County of Essex  
#4962438  
My Commission Expires 2-20-20 22

**SCHEDULE A**





ESPC # 20151239

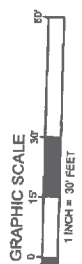
**GULF BROOK  
CHANNEL RESTORATION**  
KEENE, NY

**KATHLEEN PURDY: PROPERTY EASEMENT MAP**

DATE: 3/17/17 DWG. # 1 SCALE: 1"=30' DRN. S/D PML/ES



CIVIL AND ENVIRONMENTAL ENGINEERING  
P.O. BOX 2787, PLATTSBURGH, NY 12901  
WWW.ESPCCONSULTING.COM  
TEL: 518-563-9445 FAX: 518-562-5189



- LEGEND**
- Temporary Easement
  - Permanent Easement
  - EX. TREES TO BE MAINTAINED
  - EX. TREES TO BE PROTECTED

**PROTECT EXISTING VEGETATION TO THE EXTENT POSSIBLE**

**TEMPORARY EASEMENT CONDITION: PERMANENTLY PROTECT EXISTING LEACH BEDS AND COBBLESTONE AND TANKS WITH TIMBER TOPS**

**TEMPORARY EASEMENT CONDITION: EXISTING SEPTIC TANK TO BE PROTECTED IN PLACE. CONTRACTOR SHALL INSPECT AND TAKE PRECAUTIONS ACCORDINGLY.**

**TEMPORARY EASEMENT CONDITION: EXISTING BITUMINOUS CONCRETE PAVEMENT TO BE RETURNED TO ORIGINAL CONDITION UPON COMPLETION OF PROJECT.**

**KATHLEEN PURDY: 1.055±± SOFT (0.024 ACRES) OF PERMANENT EASEMENT FOR CHANNEL RESTORATION IMPROVEMENTS**

**KATHLEEN PURDY: 12.610±± SOFT (0.20 ACRES) OF TEMPORARY EASEMENT FOR CONSTRUCTION, STORAGE, EQUIPMENT STORAGE, AND ACCESS.**

**N/T PAMELA HAMILTON TRUST: 53.18±±-2-100 0.37 ACRES**

**N/T KATHLEEN PURDY: 53.18±±-2-1000 0.20 ACRES**

**N/T MICHAEL AND GLAN ESTES: 53.18±±-2-1000 0.20 ACRES**

**N/T TOWN OF KEENE: 53.18±±-2-1003 0.20 ACRES**

9

**PERMANENT EASEMENT AND RIGHT-OF-WAY**  
**TOGETHER WITH TEMPORARY CONSTRUCTION EASEMENT**  
**AND RIGHT-OF-WAY**

**THIS INDENTURE**, made this 22 day of April, 2019, between

**SCOTT P. PURDY**, P.O. Box 98, Keene, New York 12942, party of the first part or "Grantor;"

and

**THE COUNTY OF ESSEX**, a municipal corporation organized and existing under the laws of the State of New York, with offices and principal place of business located at 7551 Court Street, Elizabethtown, New York 12932, hereinafter referred to as party of the second part or "Grantee."

**WHEREAS**, the County has obtained funding through the New York Community Construction Program for the Restoration and Flood Mitigation at Gulf Brook project; and

**WHEREAS**, to accomplish the Restoration and Flood Mitigation at Gulf Brook Project it is necessary for the County to acquire a permanent easement and a temporary easement as described in Schedule A annexed hereto and made a part hereof, for the purposes of channel restoration; and

**WHEREAS**, the Temporary Easement is for construction purposes and will terminate upon acceptance of the project construction by the County of Essex or three (3) years from the date of this agreement and said property shall remain vested in the Grantor.

**WITNESSETH** that the parties of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby give, grant and release unto the party of the second part:

A **permanent, non-exclusive easement and right-of-way** in, under, over, upon, and across a portion of property described in a deed given by Kathleen Adele Purdy to Scott Purdy, dated September 3, 2010, recorded in the Office of the Essex County Clerk at Book 1648, Page 95 on the 5<sup>th</sup> day of October, 2010, bearing Tax Map No. 53.26-3-4.002 on the 2018 Town of Keene tax rolls. The bounds of the permanent easement and right of way are more particularly described on a map prepared by ESPC dated March 14, 2017, which is attached hereto and made a part hereof as Schedule A.

BK-1950  
P- 177

RECORDED AND FILED  
ESSEX COUNTY CLERK  
2019 MAY -3 PM 2:31

2/12 - Essex County Atty: D. MANNING



The grant of this permanent easement and right of way is for ingress and egress to the stream banks and bed of Gulf Brook, Grantors property, and the bridge spanning Gulf Brook, with men, equipment and vehicles for all purposes relative to the installation, construction, location, maintenance, replacement and repair of a new bridge to be used by the traveling public over Gulf Brook as well as necessary retaining walls, abutments and supports, stream bank protection materials and apparatus, channel and retaining wall improvements, soil removal and bank support, channel restoration and for future maintenance, repair, construction, reconstruction, location, relocation and removal of the bridge/retaining walls/bank support and structures or any parts thereof.

In addition to the permanent easement and right-of-way herein granted, Grantor's grant Grantee a **temporary easement and right-of-way** for the purposes of mobilization, staging and location of materials, and for the installation and construction, replacement and repair of a new bridge and ancillary abutments and supports and bank and channel construction and restoration. The term of the temporary easement and right-of-way shall end and terminate upon acceptance of the project construction by the County of Essex or three (3) years from the date of this agreement at which time said temporary construction easement shall terminate.

Together with the right to remove all trees and other vegetation, as well as any rocks, boulders and soil as is or may be necessary, to the proper use of said permanent easement and right of way now and in the future.

This permanent easement and right of way is granted upon the following conditions:

1. The County of Essex shall name the party of the first part as additional insured and as a certificate holder on its insurance policy and shall provide the owner with a copy of the certificate of insurance.
2. The party of the second part and its contractor shall maintain policies of workers' compensation insurance in full force and effect during the period that any work is being performed within the easement and right of way area, covering all employee working therein.
3. The party of the second part agrees, that after any such construction, reconstruction, maintenance or repair, that it will be responsible for restoring the surface of the ground, including grass, to the same or similar condition that existed prior to the work.
4. The party of the second part shall use the least intrusive and destructive means in-its work under this easement and right-of-way.

5. The party of the second part will defend, indemnify and hold harmless the parties of the first part from any and all suits, actions or causes of action of any kind, nature and description brought against the parties of the first part and/or party of the second part for or on account of any injury or damage received or sustained to any third party or parties in connection with party of the second part's exercise of the easement/right of way herein granted.
6. Party of the second part shall obtain all required permits from the State of New York and/or federal government, including as applicable but not limited to the Adirondack Park Agency, the NYS Departments of Transportation and/or Environmental Conservation, and the United States Army Corps of Engineers, and shall defend, indemnify and hold harmless the parties of the first part for any liability or potential liability arising from the failure to obtain such permits or the alleged violation of such permits.
7. The Grantee agrees that the existing trees shall be protected during the construction process.

***IN WITNESS WHEREOF*** the party of the first part have hereunto set their hand and seal as of the day and year first above written.

**SCOTT<sup>P</sup>. PURDY**

By Scott P. Purdy

**COUNTY OF ESSEX**

By Daniel L. Palmer  
**Daniel L. Palmer, County Manager**

State of New York )  
 )ss:  
County of Essex )

On the 4<sup>th</sup> day of ~~March~~ <sup>April</sup>, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **SCOTT P. PURDY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ELLEN S. ESTES  
Notary Public, State of New York  
No. 4992544  
Qualified in Essex County  
Commission Expires February 24, 2022

Ellen S. Estes  
Notary Public

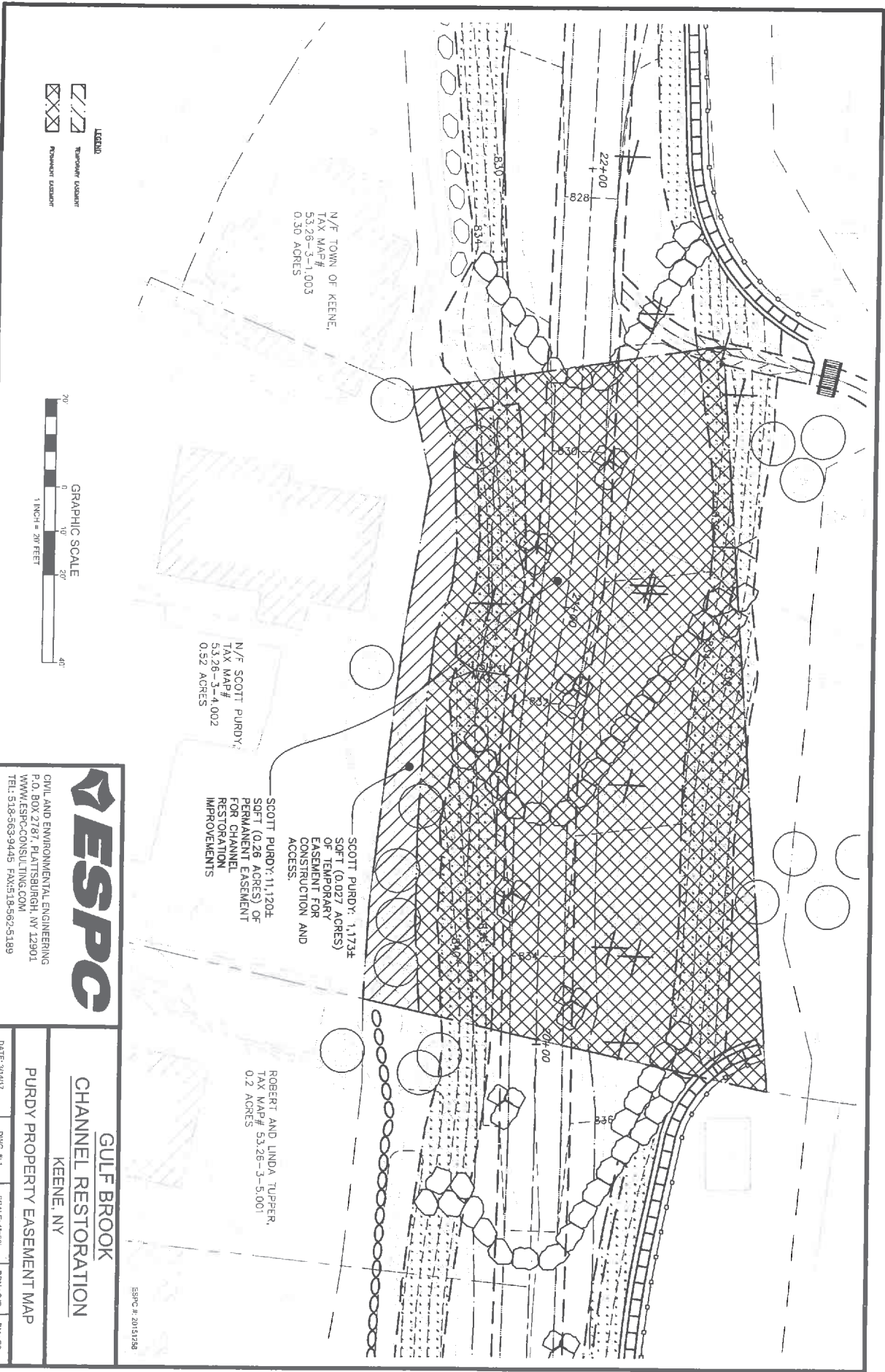
State of New York )  
 )ss:  
County of Essex )

On the 22 day of ~~March~~ <sup>April</sup>, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL L. PALMER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Daniel T. Manning  
Notary Public

DANIEL T. MANNING III  
Notary Public, State of New York  
Residing in County of Essex  
#4962438  
My Commission Expires 2-20-2022

**SCHEDULE A**



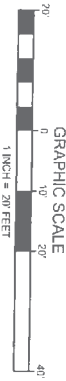
N/F TOWN OF KEENE,  
TAX MAP#  
53.28-3-1.003  
0.30 ACRES

N/F SCOTT PURDY,  
TAX MAP#  
53.28-3-4.002  
0.52 ACRES

SCOTT PURDY: 1.173±  
SOFT (0.027 ACRES)  
OF TEMPORARY  
EASEMENT FOR  
CONSTRUCTION AND  
ACCESS.

ROBERT AND LINDA TUPPER,  
TAX MAP# 53.28-3-5.001  
0.2 ACRES

**LEGEND**  
 TEMPORARY EASEMENT  
 PERMANENT EASEMENT



**ESPC**  
 CIVIL AND ENVIRONMENTAL ENGINEERING  
 P.O. BOX 2787, PLATTSBURGH, NY 12901  
 WWW.ESPC-CONSULTING.COM  
 TEL: 518-963-9445 FAX: 518-562-5189

**GULF BROOK  
 CHANNEL RESTORATION  
 KEENE, NY**  
**PURDY PROPERTY EASEMENT MAP**  
 DATE: 9/14/17 DWS: R: 1 SCALE: 1"=20' DRNLS: SJD PALS: ES  
 ESPC # 2015128

*Copy*

PERMANENT EASEMENT AND RIGHT-OF-WAY  
TOGETHER WITH TEMPORARY CONSTRUCTION EASEMENT  
AND RIGHT-OF-WAY

THIS INDENTURE, made this 22 day of ~~March~~ <sup>April</sup>, 2019, between

**JON C. SAPPAH**, 10936 NYS Route 9N, Keene, New York 12942, party of the first part or "Grantors;"

and

**THE COUNTY OF ESSEX**, a municipal corporation organized and existing under the laws of the State of New York, with offices and principal place of business located at 7551 Court Street, Elizabethtown, New York 12932, hereinafter referred to as party of the second part or "Grantee."

*B 1950 |  
P 170*

RECORDED AND FILED  
ESSEX COUNTY CLERK  
2019 MAY -3 PM 2:30  
ELIZABETHTOWN, NY 12932

**WHEREAS**, the County has obtained funding through the New York Community Construction Program for the Restoration and Flood Mitigation at Gulf Brook project; and

**WHEREAS**, to accomplish the Restoration and Flood Mitigation at Gulf Brook Project it is necessary for the County to acquire a permanent easement and a temporary easement as described in Schedule A annexed hereto and made a part hereof, for the purposes of channel restoration; and

**WHEREAS**, the Temporary Easement is for construction purposes and will terminate upon acceptance of the project construction by the County of Essex or three (3) years from the date of this agreement and said property shall remain vested in the Grantor.

**WITNESSETH** that the parties of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby give, grant and release unto the party of the second part:

A **permanent, non-exclusive easement and right-of-way** in, under, over, upon, and across a portion of property described in a deed given by Jon C. Sappah and Valerie Sappah to Jon C. Sappah, dated August 16, 2017, recorded in the Office of the Essex County Clerk at Book 1553, Page 88 on the 12<sup>th</sup> day of October, 2007, bearing Tax Map No. 53.26-2-4.000 on the 2018 Town of Keene tax rolls. The bounds of the permanent easement and right of way are more particularly described on a map prepared by ESPC dated March 17, 2017, which is attached hereto and made a part hereof as Schedule A.

*R/R → D. MANNING, Essex Co. Adv.*



The grant of this permanent easement and right of way is for ingress and egress to the stream banks and bed of Gulf Brook, Grantors property, and the bridge spanning Gulf Brook, with men, equipment and vehicles for all purposes relative to the installation, construction, location, maintenance, replacement and repair of a new bridge to be used by the traveling public over Gulf Brook as well as necessary retaining walls, abutments and supports, stream bank protection materials and apparatus, channel and retaining wall improvements, soil removal and bank support, channel restoration and for future maintenance, repair, construction, reconstruction, location, relocation and removal of the bridge/retaining walls/bank support and structures or any parts thereof.

In addition to the permanent easement and right-of-way herein granted, Grantor's grant Grantee a **temporary easement and right-of-way** for the purposes of mobilization, staging and location of materials, and for the installation and construction, replacement and repair of a new bridge and ancillary abutments and supports and bank and channel construction and restoration. The term of the temporary easement and right-of-way shall end and terminate upon acceptance of the project construction by the County of Essex or three (3) years from the date of this agreement at which time said temporary construction easement shall terminate.

Together with the right to remove all trees and other vegetation, as well as any rocks, boulders and soil as is or may be necessary, to the proper use of said permanent easement and right of way now and in the future.

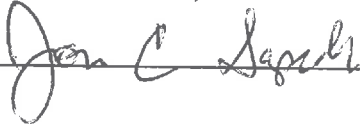
This permanent easement and right of way is granted upon the following conditions:

1. The County of Essex shall name the party of the first part as additional insured and as a certificate holder on its insurance policy and shall provide the owner with a copy of the certificate of insurance.
2. The party of the second part and its contractor shall maintain policies of workers' compensation insurance in full force and effect during the period that any work is being performed within the easement and right of way area, covering all employee working therein.
3. The party of the second part agrees, that after any such construction, reconstruction, maintenance or repair, that it will be responsible for restoring the surface of the ground, including grass, to the same or similar condition that existed prior to the work.
4. The party of the second part shall use the least intrusive and destructive means in its work under this easement and right-of-way.

5. The party of the second part will defend, indemnify and hold harmless the parties of the first part from any and all suits, actions or causes of action of any kind, nature and description brought against the parties of the first part and/or party of the second part for or on account of any injury or damage received or sustained to any third party or parties in connection with party of the second part's exercise of the easement/right of way herein granted.
6. Party of the second part shall obtain all required permits from the State of New York and/or federal government, including as applicable but not limited to the Adirondack Park Agency, the NYS Departments of Transportation and/or Environmental Conservation, and the United States Army Corps of Engineers, and shall defend, indemnify and hold harmless the parties of the first part for any liability or potential liability arising from the failure to obtain such permits or the alleged violation of such permits.
7. The Grantee will replace and install a wooden footbridge and construct a split rail fence and concrete block retaining wall to be constructed from station 21+ to station 23+11.

***IN WITNESS WHEREOF*** the party of the first part have hereunto set their hand and seal as of the day and year first above written.

**JON C. SAPPAN,**

By 

**COUNTY OF ESSEX**

By   
**Daniel L. Palmer, County Manager**



State of New York )  
 )ss:  
County of Essex )

On the 24<sup>th</sup> <sup>April</sup> day of ~~March~~, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **JON C. SAPPAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Susan B. Whitney  
Notary Public

SUSAN B. WHITNEY  
Notary Public, State of New York  
No. 01WH5038842  
Qualified in Essex County  
Commission Expires 2.6.23

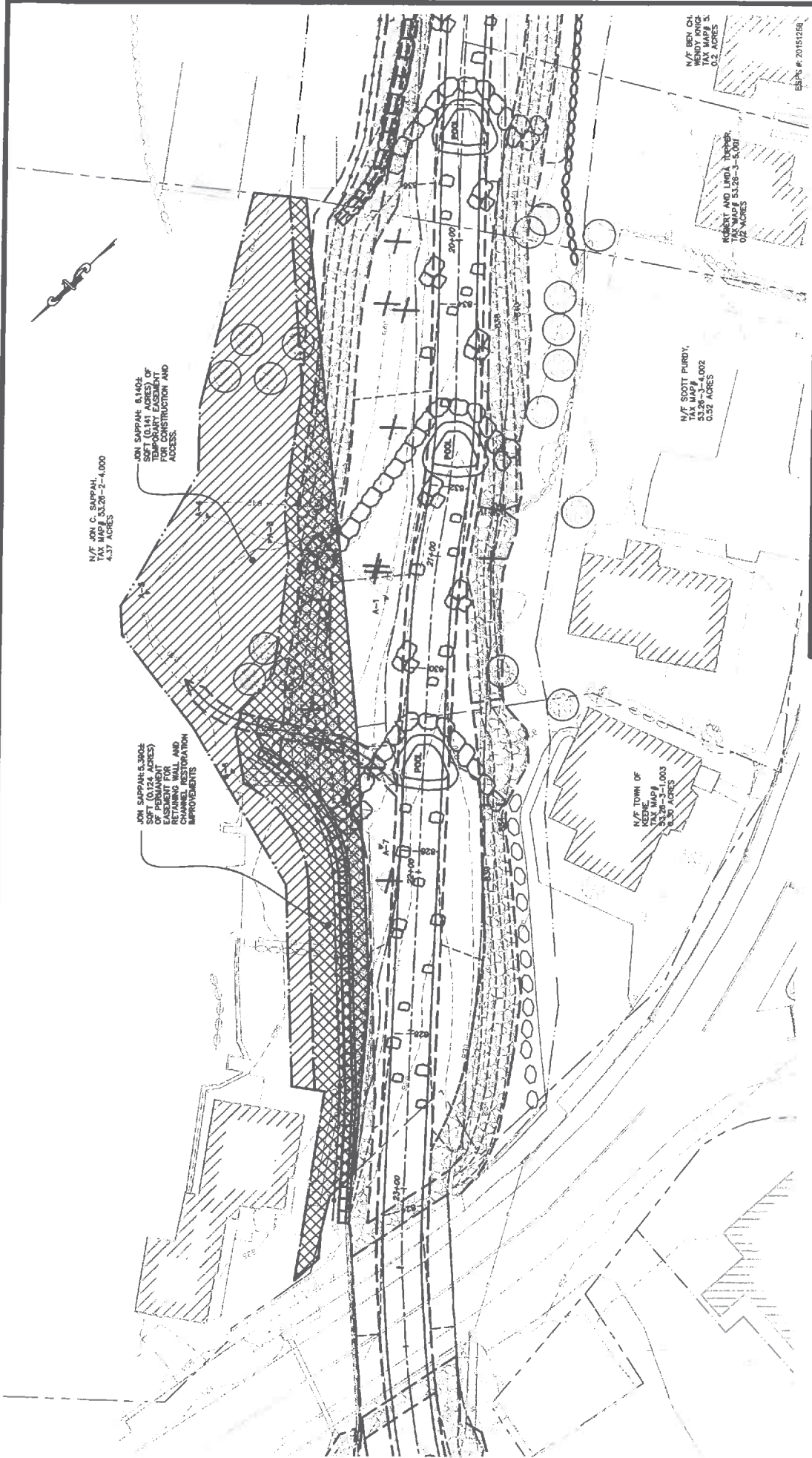
State of New York )  
 )ss:  
County of Essex )


On the 22 <sup>April</sup> day of ~~March~~, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL L. PALMER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Daniel L. Palmer  
Notary Public

DANIEL L. PALMER III  
Notary Public, State of New York  
Residing in County of Essex  
#1400408  
My Commission Expires 2-20-20 22

**SCHEDULE A**





**CIVIL AND ENVIRONMENTAL ENGINEERING**  
 P.O. BOX 2787, PLATTSBURGH, NY 12901  
 WWW.ESPC-CONSULTING.COM  
 TEL: 518-563-9445 FAX: 518-562-5189

**GULF BROOK**  
**CHANNEL RESTORATION**  
 KEENE, NY

**SAPPAN PROPERTY EASEMENT MAP**

DATE: 04/18    DWG. #. 1    SCALE: 1"=20'    DRN.: SJD    PIA.: ES

**PERMANENT EASEMENT AND RIGHT-OF-WAY**

**ORIGINAL**

**TOGETHER WITH TEMPORARY CONSTRUCTION EASEMENT**

**AND RIGHT-OF-WAY**

**THIS INDENTURE**, made this 7<sup>th</sup> day of June, 2019, between

**BENJAMIN D. CHAMBERLAIN AND GWENDOLYN M. KNIGHT**, of 10918 NYS Route 9N, P.O. Box 145 Keene, New York 12942, hereinafter referred to as parties of the first part or "Grantors;"

and

**THE COUNTY OF ESSEX**, a municipal corporation organized and existing under the laws of the State of New York, with offices and principal place of business located at 7551 Court Street, Elizabethtown, New York 12932, hereinafter referred to as party of the second part or "Grantee."

**WHEREAS**, the County has obtained funding through the New York Community Construction Program for the Restoration and Flood Mitigation at Gulf Brook project; and

**WHEREAS**, to accomplish the Restoration and Flood Mitigation at Gulf Brook Project it is necessary for the County to acquire a permanent easement and a temporary easement as described in Schedule A annexed hereto and made a part hereof, for the purposes of channel restoration; and

**WHEREAS**, the Temporary Easement is for construction purposes and will terminate upon acceptance of the project construction by the County of Essex or eighteen (18) months from the date of this agreement and said property shall remain vested in the Grantor.

**WITNESSETH** that the parties of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby give, grant and release unto the party of the second part:

A **permanent, non-exclusive easement and right-of-way** in, under, over, upon, and across a portion of property described in a deed given by Brian K. Marshall and Barbara S. Marshall to Brian K. Chamberlain and Gwendolyn M. Knight, which deed was dated the 23<sup>rd</sup> day of September, 2015, and thereafter recorded in the Office of the Essex County Clerk on the 30<sup>th</sup> day of September, 2015, at Book 1813, Page 243 (Document #2015-3744) and bearing Town of Keene Tax Map No. 53.26-3-2.001 on the 2018 tax rolls. The bounds of the permanent easement and right of way are more

R/R Daniel Manning  
County Atty.

particularly described on the attached map prepared by ESPC dated 3/27/17 entitled, "Gulf Brook Channel Restoration, Keene, NY - Chamberlain/Knight Property Easement Map" which is attached hereto and made a part hereof as Schedule A.

The grant of this permanent easement and right of way is for ingress and egress to the stream banks and bed of Gulf Brook, Grantors property with men, equipment and vehicles for all purposes relative to the installation, construction, location, maintenance, replacement and repair of stream bank protection materials and apparatus, channel, soil removal and bank support, channel restoration and for future maintenance, repair, construction, reconstruction, location, relocation and removal of the walls/bank support or any parts thereof.

In addition to the permanent easement and right-of-way herein granted, Grantor's grant Grantee a **temporary easement and right-of-way** for the purposes of mobilization, staging and location of materials, and for the installation and construction, replacement and repair of a bank and channel construction and restoration. The term of the temporary easement and right-of-way shall end and terminate upon acceptance of the project construction by the County of Essex or eighteen (18) months from the date of this agreement at which time said temporary construction easement shall terminate.

Together with the right to remove all trees and other vegetation, as well as any rocks, boulders and soil as is or may be necessary, to the proper use of said permanent easement and right of way now and in the future.

This permanent easement and right of way is granted upon the following conditions:

1. The County of Essex shall name the party of the first part as additional insured and as a certificate holder on its insurance policy and shall provide the owner with a copy of the certificate of insurance.
2. The party of the second part and its contractor shall maintain policies of workers' compensation insurance in full force and effect during the period that any work is being performed within the easement and right of way area, covering all employee working therein.
3. The party of the second part agrees, that after any such construction, reconstruction, maintenance or repair, that it will be responsible for restoring the surface of the ground, including grass, to the same or similar condition that existed prior to the work.
4. The party of the second part shall use the least intrusive and destructive means in-its work under this easement and right-of-way.

5. The party of the second part will defend, indemnify and hold harmless the parties of the first part from any and all suits, actions or causes of action of any kind, nature and description brought against the parties of the first part and/or party of the second part for or on account of any injury or damage received or sustained to any third party or parties in connection with party of the second part's exercise of the easement/right of way herein granted.
6. Party of the second part shall obtain all required permits from the State of New York and/or federal government, including as applicable but not limited to the Adirondack Park Agency, the NYS Departments of Transportation and/or Environmental Conservation, and the United States Army Corps of Engineers, and shall defend, indemnify and hold harmless the parties of the first part for any liability or potential liability arising from the failure to obtain such permits or the alleged violation of such permits.
7. The Grantee, Essex County, agrees and covenants that it shall be responsible for the repair and maintenance of any structure or improvement made within the easement area.
8. The Grantee, Essex County, agrees and covenants that it will be responsible for all damage, repair and/or replacement and any ancillary or related costs, if necessary, to the existing septic system which includes the septic tank, laterals and leach field should the same be damaged by Essex County, its contractors or subcontractors. In this regard, there shall be an inspection of the system prior to the start of the project and an inspection at the conclusion of the project to insure there has been no damage to any of these components of the septic system such that Grantor is satisfied that the septic system has not been damaged or compromised.

***IN WITNESS WHEREOF*** the parties of the first part have hereunto set their hands and seals as of the day and year first above written.

By


  
Benjamin D. Chamberlain

By

  
Gwendolyn M. Knight

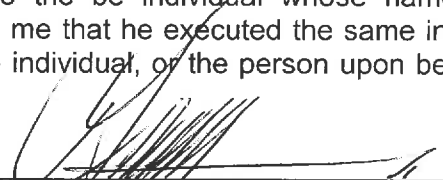
COUNTY OF ESSEX

By

  
Daniel L. Palmer, County Manager

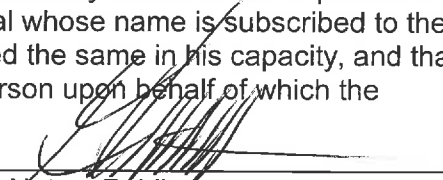
State of NY)  
County of Essex) ss:

On the 17<sup>th</sup> day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **BENJAMIN D. CHAMBERLAIN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

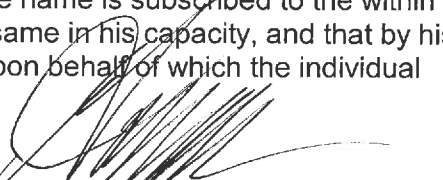
State of NY)  
County of Essex) ss:

On the 19 day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **GWENDOLYN M. KNIGHT**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

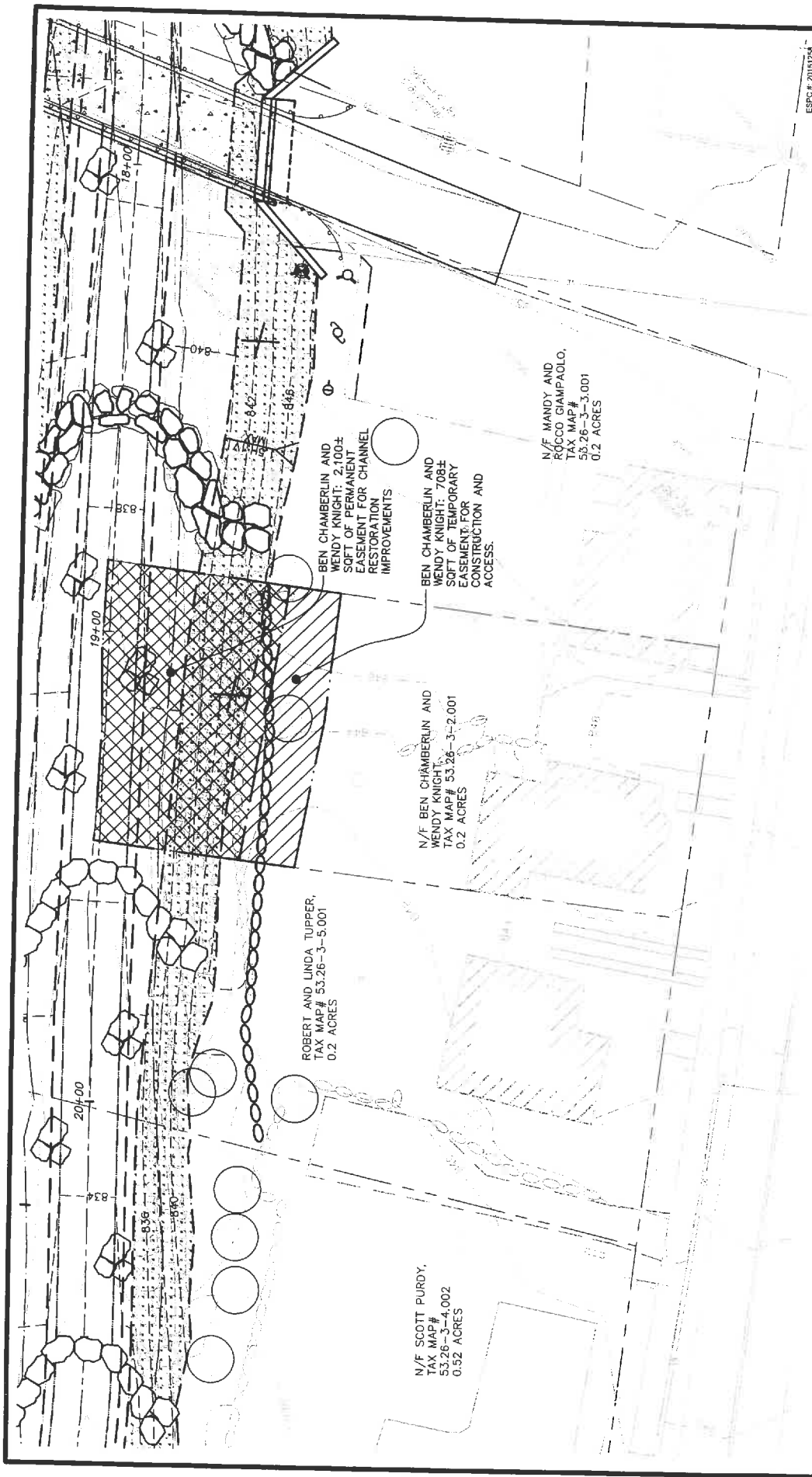
State of New York)  
County of Essex ) ss:

On the 10<sup>th</sup> day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL L. PALMER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
**DANIEL T. DIANZINIO**  
2-20-22  
Essex Co., N.Y.

## SCHEDULE A





ESPC # 20181258

**GULF BROOK**  
**CHANNEL RESTORATION**  
 KEENE, NY  
**CHAMBERLIN/KNIIGHT PROPERTY**  
**EASEMENT MAP**

DATE: 3/7/17 SCALE: 1"=20' DRN: SJD PM: ES



CIVIL AND ENVIRONMENTAL ENGINEERING  
 P.O. BOX 2787, PLATTSBURGH, NY 12901  
 WWW.ESPC-CONSULTING.COM  
 TEL: 518-563-9445 FAX: 518-562-5189

BEN CHAMBERLIN AND  
 WENDY KNIIGHT: 2,100±  
 SOFT OF PERMANENT  
 EASEMENT FOR CHANNEL  
 RESTORATION  
 IMPROVEMENTS

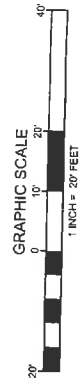
BEN CHAMBERLIN AND  
 WENDY KNIIGHT: 708±  
 SOFT OF TEMPORARY  
 EASEMENT FOR  
 CONSTRUCTION AND  
 ACCESS.

N/F MANDY AND  
 ROCCO GIAMPAOLO,  
 TAX MAP #  
 53.26-3-3.001  
 0.2 ACRES

N/F BEN CHAMBERLIN AND  
 WENDY KNIIGHT:  
 TAX MAP # 53.26-3-2.001  
 0.2 ACRES

ROBERT AND LINDA TUPPER,  
 TAX MAP # 53.26-3-5.001  
 0.2 ACRES

N/F SCOTT PURDY,  
 TAX MAP #  
 53.26-3-4.002  
 0.32 ACRES



**LEGEND**

TEMPORARY EASEMENT

PERMANENT EASEMENT

**TEMPORARY CONSTRUCTION EASEMENT AND RIGHT OF WAY**

ORIGINAL

THIS INDENTURE, made this 10<sup>th</sup> day of June, 2019, between

**RICHARD P. DURANT, JR.**, of 9 Bucks Lane, P.O. Box 361, Keene, New York 12942, hereinafter referred to as parties of the first part or "Grantor;"

and

**THE COUNTY OF ESSEX**, a municipal corporation organized and existing under the laws of the State of New York, with offices and principal place of business located at 7551 Court Street, Elizabethtown, New York 12932, hereinafter referred to as party of the second part or "Grantee."

**WHEREAS**, the County has obtained funding through the New York Community Construction Program for the Restoration and Flood Mitigation at Gulf Brook project; and

**WHEREAS**, to accomplish the Restoration and Flood Mitigation at Gulf Brook, it is necessary for the County to acquire a temporary construction easement and right-of-way as described in Schedule A annexed hereto and made a part hereof, for the purposes of the construction of a new bridge, abutments and ancillary structures together with streambank protection, channel restoration and bank support; and

**WHEREAS**, this Temporary Easement for construction purposes will terminate upon acceptance of the project construction by the County of Essex or eighteen (18) months from the date of this agreement and said property shall remain vested in the Grantor.

**WITNESSETH** that the parties of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby give, grant and release unto the party of the second part:

A **temporary construction easement and right-of-way** in, under, over, upon, and across a portion of property described in a deed given by Kent T. Wells and Melissa G. Wells to Richard Durant, Jr., which deed was dated the 6<sup>th</sup> day of March, 2013, and thereafter recorded in the Office of the Essex County Clerk on the 1<sup>st</sup> day of April, 2013, at Book 1729 of Deeds, Page 203 (Document #2013-1462) and bearing Town of Keene Tax Map No. 53.27-1-2.003 on the 2018 tax rolls. The bounds of the temporary easement and right of way are more particularly described on the attached sketch prepared by Schoder Rivers Associates dated June 7, 2019 entitled, "Gulf Brook Restoration - Phase 2 - Keene, NY Durant Easements" which is attached hereto and

made a part hereof as Schedule A. The area of this temporary easement is 1,734 square feet as designated on said sketch.

The purpose of this temporary construction easement and right of way is for ingress and egress to the stream banks and bed of Gulf Brook over Grantors property, and the bridge spanning Gulf Brook, with men, equipment and vehicles for the installation, construction, location, maintenance, replacement and repair of a new bridge to be used by the traveling public over Gulf Brook as well as necessary retaining walls, abutments and supports, stream bank protection materials and apparatus, channel and retaining wall improvements, soil removal and bank support, and all other ancillary, related and necessary work required for the replacement of the Gulf Brook Bridge.

The term of the temporary construction easement and right-of-way shall end and terminate upon acceptance of the project construction by the County of Essex or eighteen (18) months from the date of this agreement at which time said temporary construction easement shall terminate.

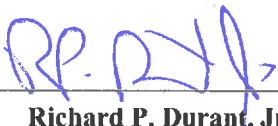
This temporary easement and right of way is granted upon the following conditions:

1. That the County of Essex shall name the party of the first part as additional insured and as a certificate holder on its insurance policy and shall provide the owner with a copy of the certificate of insurance.
2. The party of the second part and its contractor shall maintain policies of workers' compensation insurance in full force and effect during the period that any work is being performed within the easement and right of way area, covering all employee working therein.
3. The party of the second part agrees, that after any such construction, reconstruction, maintenance or repair, that it will be responsible for restoring the surface of the ground, including grass and pavement, to the same or similar condition that existed prior to the work and for any and all repair or replacement to any existing or future structure which may be damaged.
4. The party of the second part shall use the least intrusive and destructive means in-its work under this easement and right-of-way.
5. The party of the second part will defend, indemnify and hold harmless the parties of the first part from any and all suits, actions or causes of action of

any kind, nature and description brought against the parties of the first part and/or party of the second part for or on account of any injury or damage received or sustained to any third party or parties in connection with party of the second part's exercise of the easement/right of way herein granted.

6. Party of the second part shall obtain all required permits from the State of New York and/or federal government, including as applicable but not limited to the Adirondack Park Agency, the NYS Departments of Transportation and/or Environmental Conservation, and the United States Army Corps of Engineers, and shall defend, indemnify and hold harmless the parties of the first part for any liability or potential liability arising from the failure to obtain such permits or the alleged violation of such permits.
7. No portion of the temporary construction easement area shall be used for staging during construction.
8. Grantee and its employees and subcontractors will maintain safe access for pedestrians throughout the full duration of construction.
9. There shall be no removal of any trees or vegetation without Grantor's express written consent and agreement, however, rocks, boulders and soil will need to be removed incident to the removal of the existing bridge and excavation for the new bridge abutment under the existing Bucks Lane.
10. Grantee agrees that it will provide for accessible parking from Grantor's home for their two (2) vehicles and camping trailer, and will also provide a charger for their electric vehicle. Additionally, Grantee shall provide a small golf cart or similar vehicle to transport people and supplies from the Town parking lot across the temporary pedestrian bridge to Grantor's home.
11. The Grantee, Essex County, agrees and covenants that it shall be responsible for the repair and maintenance of any structure or improvement made within the easement area.
12. In the event that there is any damage to Grantor's existing pavement or any gasoline, diesel or hydraulic fluid leakage or tire tracks or any other disturbance whatsoever, Essex County agrees and covenants that it will be responsible for the repair and maintenance and, if necessary, re-paving of the area in order to return the pavement to its present condition.

**IN WITNESS WHEREOF** the parties of the first part have hereunto set their hands and seals as of the day and year first above written.

By   
Richard P. Durant, Jr.

COUNTY OF ESSEX

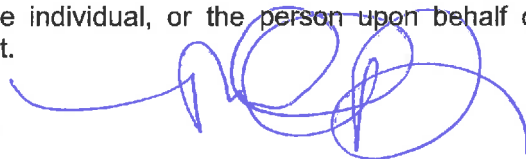
By   
Daniel L. Palmer, County Manager

State of New York

)ss:

County of Essex )

On the 10<sup>th</sup> day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **RICHARD P. DURANT, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




\_\_\_\_\_  
Notary Public State of New York)

Melanie A. Porter  
Notary Public, State of New York  
No. 01PO6238590  
Qualified in Essex County  
Commission Expires 4/11/2023

)ss:

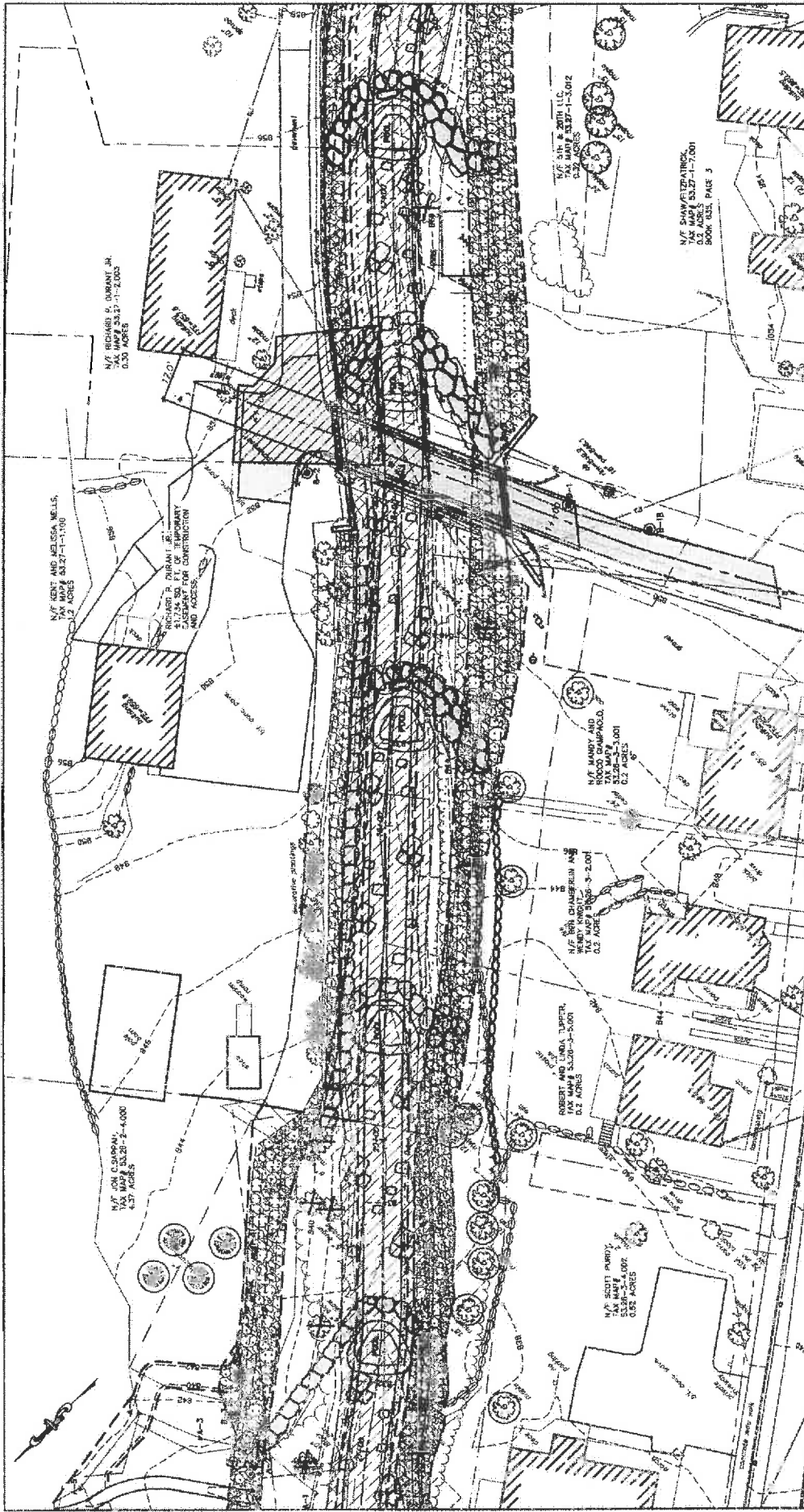
County of Essex )

On the 10 day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL L. PALMER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public DANIEL T. MANNING  
DOMM ESSEX (D.N.S.)  
2-20-22

**SCHEDULE A**

6-7-19 11:10 AM



REVISIONS	
REV. DATE	DESCRIPTION

**PROJECT NAME**  
**GULF BROOK RESTORATION**  
**PHASE 2**  
**KEENE, NY**

**DRAWING TITLE**  
**DURANT EASEMENTS**

**SCHODER RIVERS ASSOCIATES**  
 Consulting Engineers, P.C.  
 453 Dixon Road, Suite 7, Bldg. 3  
 Oysterburgh, New York 12504  
 (518) 761-0417, FAX: (518) 761-0513

**SCALE:** 1"=30'  
**DATE:** 6/7/19  
**PROJ. NO.:** 15-881  
**DRAWN BY:** SP/ESPC  
**ENG. BY:** S/D  
**CHK'D BY:** ES

DRAWING NO. <b>C-1</b>	
SHT. <b>1</b> OF <b>1</b>	REV. <b> </b>

**TEMPORARY CONSTRUCTION EASEMENT AND RIGHT-OF-WAY**

THIS INDENTURE, made this 10<sup>TH</sup> day of June, 2019, between

**KENT T. WELLS AND MELISSA G. WELLS**, his wife, of 7 Bucks Lane, P.O. Box 141, Keene, New York 12942, hereinafter referred to as parties of the first part or "Grantors;"

and

**THE COUNTY OF ESSEX**, a municipal corporation organized and existing under the laws of the State of New York, with offices and principal place of business located at 7551 Court Street, Elizabethtown, New York 12932, hereinafter referred to as party of the second part or "Grantee."

**WHEREAS**, the County has obtained funding through the New York Community Construction Program for the Restoration and Flood Mitigation at Gulf Brook project; and

**WHEREAS**, to accomplish the Restoration and Flood Mitigation at Gulf Brook, it is necessary for the County to acquire a temporary construction easement and right-of-way as described in Schedule A annexed hereto and made a part hereof, for the purposes of the construction of a new bridge, abutments and ancillary structures together with streambank protection, channel restoration and bank support; and

**WHEREAS**, this Temporary Easement for construction purposes will terminate upon acceptance of the project construction by the County of Essex or eighteen (18) months from the date of this agreement and said property shall remain vested in the Grantor.

**WITNESSETH** that the parties of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby give, grant and release unto the party of the second part:

A **temporary construction easement and right-of-way** in, under, over, upon, and across a portion of property described in a deed given by Wendell B. Wells and Kent T. Wells to Kent T. Wells and Melissa G. Wells, which deed was dated the 12<sup>th</sup> day of April, 2006, and thereafter recorded in the Office of the Essex County Clerk on the 13<sup>th</sup> day of April, 2006, at Book 1486 of Deeds, Page 153 (Document #2006-00002365) and bearing Town of Keene Tax Map No. 53.27-1-1.100 on the 2018 tax rolls. The bounds of the temporary easement and right of way are more particularly described on the attached map prepared by Schoder River Associates dated 6/7/19 entitled "Gulf Brook Restoration - Phase 2" which is attached hereto and made a part hereof as Schedule A.

The purpose of this temporary construction easement and right of way is for ingress and egress to the stream banks and bed of Gulf Brook over Grantors property, and the bridge spanning Gulf Brook, with men, equipment and vehicles for the installation, construction, location, maintenance, replacement and repair of a new bridge to be used by the traveling public over Gulf Brook as well as necessary retaining walls, abutments and supports, stream bank protection materials and apparatus, channel and retaining wall improvements, soil removal and bank support, and all other ancillary, related and necessary work required for the replacement of the Gulf Brook Bridge.

The term of the temporary construction easement and right-of-way shall end and terminate upon acceptance of the project construction by the County of Essex or eighteen (18) months from the date of this agreement at which time said temporary construction easement shall terminate.



Together with the right to remove all trees and other vegetation, as well as any rocks, boulders and soil as is or may be necessary, to the proper use of said temporary construction easement and right of way now and in the future.

This temporary construction easement and right of way is granted upon the following conditions:

1. That the County of Essex shall name the party of the first part as additional insured and as a certificate holder on its insurance policy and shall provide the owner with a copy of the certificate of insurance.
2. The party of the second part and its contractor shall maintain policies of workers' compensation insurance in full force and effect during the period that any work is being performed within the easement and right of way area, covering all employee working therein.
3. The party of the second part agrees, that after any such construction, reconstruction, maintenance or repair, that it will be responsible for restoring the surface of the ground, including grass, to the same or similar condition that existed prior to the work.
4. The party of the second part shall use the least intrusive and destructive means in-its work under this easement and right-of-way.
5. The party of the second part will defend, indemnify and hold harmless the parties of the first part from any and all suits, actions or causes of action of any kind, nature and description brought against the parties of the first part and/or party of the second part for or on account of any injury or damage received or sustained to any third party or parties in connection with party of the second part's exercise of the easement/right of way herein granted.
6. Party of the second part shall obtain all required permits from the State of New York and/or federal government, including as applicable but not limited to the Adirondack Park Agency, the NYS Departments of Transportation and/or Environmental Conservation, and the United States Army Corps of Engineers, and shall defend, indemnify and hold harmless the parties of the first part for any liability or potential liability arising from the failure to obtain such permits or the alleged violation of such permits.
7. The Grantee agrees that the split-rail fence located on the property will be replaced ~~and that the existing shed and ramp will be temporarily removed and replaced and reinstated after the construction of the easement~~. Any disruption to the bituminous concrete pavement shall also be replaced. Landscape and plants as agreed upon on attached map.
8. The Grantee, Essex County, agrees and covenants that it shall be responsible for the repair and maintenance of any structure or improvement made within the easement area.

KTW 6-10-19  
M&W

**IN WITNESS WHEREOF** the parties of the first part have hereunto set their hands and seals as of the day and year first above written.

By Kent T. Wells  
Kent T. Wells

By Melissa G. Wells  
Melissa G. Wells

COUNTY OF ESSEX

By Daniel L. Palmer  
Daniel L. Palmer, County Manager

State of New York

)ss:

County of Essex )

On the 10<sup>th</sup> day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **KENT T. WELLS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ELLEN S. ESTES  
Notary Public, State of New York  
No. 4992544  
Qualified in Essex County  
Commission Expires February 24, 2022

Ellen S. Estes  
Notary Public

State of New York

)ss:

County of Essex )

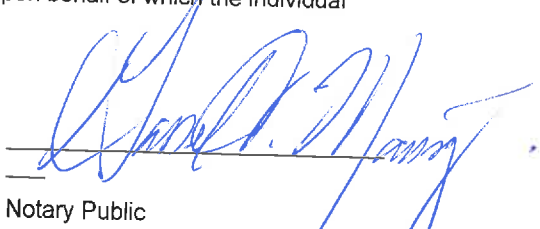
On the 10<sup>th</sup> day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **MELISSA G. WELLS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ELLEN S. ESTES  
Notary Public, State of New York  
No. 4992544  
Qualified in Essex County  
Commission Expires February 24, 2022

Ellen S. Estes  
Notary Public

)ss:  
County of Essex )

On the 10<sup>th</sup> day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL L. PALMER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



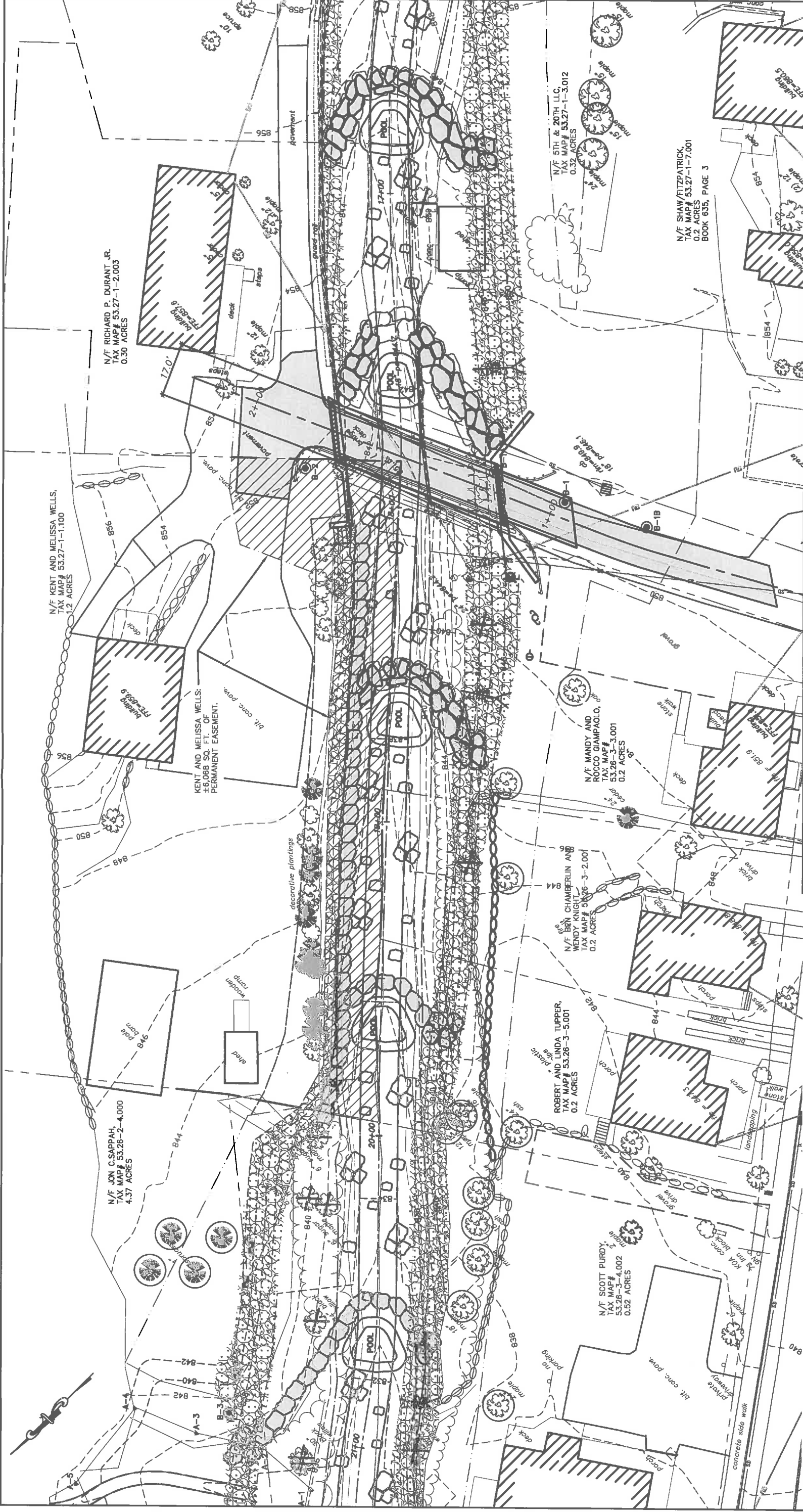
Notary Public

DANIEL T. DOWNING, ID  
Essex Co. NY  
2-20-22

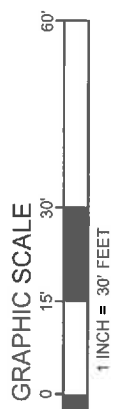
SCHEDULE A

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**SCHEDULE A**



<b>SR SCHODER RIVERS ASSOCIATES</b> Consulting Engineers, P.C. Evergreen Professional Park 453 Dixon Road, Suite 7, Bldg. 3 Queensbury, New York 12804 (518) 761-0417, FAX: (518) 761-0513		<b>PROJECT NAME</b> TOWN OF KEENE KEENE, NY		<b>REVISIONS</b>	
<b>SCALE:</b> 1"=30'	<b>DRAWN BY:</b> SRA/ESPC	<b>REV. DATE</b>	<b>DESCRIPTION</b>	<b>DRAWING NO.</b>	<b>SHT. 1 OF 1</b>
<b>DATE:</b> 6/7/19	<b>ENG. BY:</b> SJD			<b>C-1</b>	
<b>PROJ. NO:</b> 15-881	<b>CHK'D BY:</b> ES				<b>REV. -</b>
<b>DRAWING TITLE</b> WELLS EASEMENTS					





ESSEX COUNTY – STATE OF NEW YORK  
 JOSEPH A. PROVONCHA, COUNTY CLERK  
 7559 COURT ST, PO BOX 247, ELIZABETHTOWN, NY 12932

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



BOOK/PAGE: 1953 / 241  
 INSTRUMENT #: 2019-1973

Receipt#: 2019221279  
 Clerk: CD  
 Rec Date: 06/07/2019 02:01:00 PM  
 Doc Grp: D  
 Descrip: EASEMENT  
 Num Pgs: 5  
 Rec'd Frm: DANIEL MANNING

Party1: KEENE TOWN OF  
 Party2: ESSEX COUNTY OF (THE)  
 Town: KEENE

Recording:  
 Cover Page 0.00  
 Recording Fee 0.00  
 Cultural Ed 0.00  
 Records Management - Coun 0.00  
 Records Management - Stat 0.00  
 TP584 0.00

Sub Total: 0.00

Transfer Tax  
 Transfer Tax - State 0.00  
 Transfer Tax - County 0.00

Sub Total: 0.00

Total: 0.00  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 1770  
 Transfer Tax  
 Consideration: 0.00

Total: 0.00

I hereby certify that the within and foregoing  
 was recorded in the Essex County Clerk's  
 Office.

Joseph A. Provoncha  
 Essex County Clerk

Record and Return To:

DANIEL MANNING  
 ESSEX CO ATTORNY  
 INTER-OFFICE

**\*\*Notice\*\* Information may change during the  
 verification process and may not be reflected on this  
 page**

**PERMANENT EASEMENT AND RIGHT-OF-WAY**

**TOGETHER WITH TEMPORARY CONSTRUCTION EASEMENT**

**AND RIGHT-OF-WAY**

THIS INDENTURE, made this 31<sup>st</sup> day of May, 2019, between

**TOWN OF KEENE**, a municipal corporation and existing under the laws of the State of New York, with offices and principal place of business located at 10892 NYS Route 9N, P.O. Box 89, Keene, New York 12942, hereinafter referred to as party of the first part or "Grantor;"

and

**THE COUNTY OF ESSEX**, a municipal corporation organized and existing under the laws of the State of New York, with offices and principal place of business located at 7551 Court Street, Elizabethtown, New York 12932, hereinafter referred to as party of the second part or "Grantee."

**WHEREAS**, the County has obtained funding through the New York Community Construction Program for the Restoration and Flood Mitigation at Gulf Brook project; and

**WHEREAS**, to accomplish the Restoration and Flood Mitigation at Gulf Brook Project it is necessary for the County to acquire a permanent easement and a temporary easement as described in Schedule A annexed hereto and made a part hereof, for the purposes of channel restoration; and

**WHEREAS**, the Temporary Easement is for construction purposes and will terminate upon acceptance of the project construction by the County of Essex or three (3) years from the date of this agreement and said property shall remain vested in the Grantor.

**WITNESSETH** that the parties of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby give, grant and release unto the party of the second part:

A **permanent, non-exclusive easement and right-of-way** in, under, over, upon, and across a portion of property described in a deed given by McCourt to TOWN OF KEENE, which deed was dated the 12<sup>th</sup> day of August, 1975, and thereafter recorded in the Office of the Essex County Clerk on the 19 day of August, 1975, at Book 595 of Deeds, Page 142 and bearing Town of Keene Tax Map No. 53,26-3-1,003 on the 2018 tax rolls. The bounds of the

R/B  
DANIEL MANNING  
Essex Co. Atty.  
INTER-OFFICE



permanent easement and right of way are more particularly described on the attached Gulf Brook Channel Restoration Map 3/7/17 attached hereto and made a part hereof as Schedule A prepared by ESPC.

The grant of this permanent easement and right of way is for ingress and egress to the stream banks and bed of Gulf Brook, Grantors property, and the bridge spanning Gulf Brook, with men, equipment and vehicles for all purposes relative to the installation, construction, location, maintenance, replacement and repair stream bank protection materials and apparatus, channel and retaining wall improvements, soil removal and bank support, channel restoration and for future maintenance, repair, construction, reconstruction, walls/bank support and structures or any parts thereof.

In addition to the permanent easement and right-of-way herein granted, Grantor's grant Grantee a temporary easement and right-of-way for the purposes of mobilization, staging and location of materials, and for the installation and construction, replacement and repair of bank and channel construction and restoration. The term of the temporary easement and right-of-way shall end and terminate upon acceptance of the project construction by the County of Essex or three (3) years from the date of this agreement, whichever is sooner, at which time said temporary construction easement shall terminate. The temporary easement is described as TE-P1 on the attached map prepared by Darrah Land Surveying, PLLC which is attached hereto and made a part hereof as Schedule B, the area of the temporary easement is 500 ± feet as designated on said map.

Together with the right to remove all trees and other vegetation, as well as any rocks, boulders and soil as is or may be necessary, to the proper use of said permanent easement and right of way now and in the future.

**IN WITNESS WHEREOF** the parties of the first part have hereunto set their hands and seals as of the day and year first above written.

**TOWN OF KEENE**

By

**COUNTY OF ESSEX**

By   
Daniel L. Palmer, County Manager



State of NY )

)ss:

County of Essex )

On the 31 day of May, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Peter Wilson personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

DANIEL T. MANNING  
Essex Co, NY

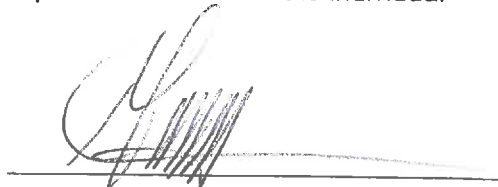
State of New York)

)ss:

County of Essex )

2-20-22

On the 31 day of May, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **Daniel L. Palmer**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



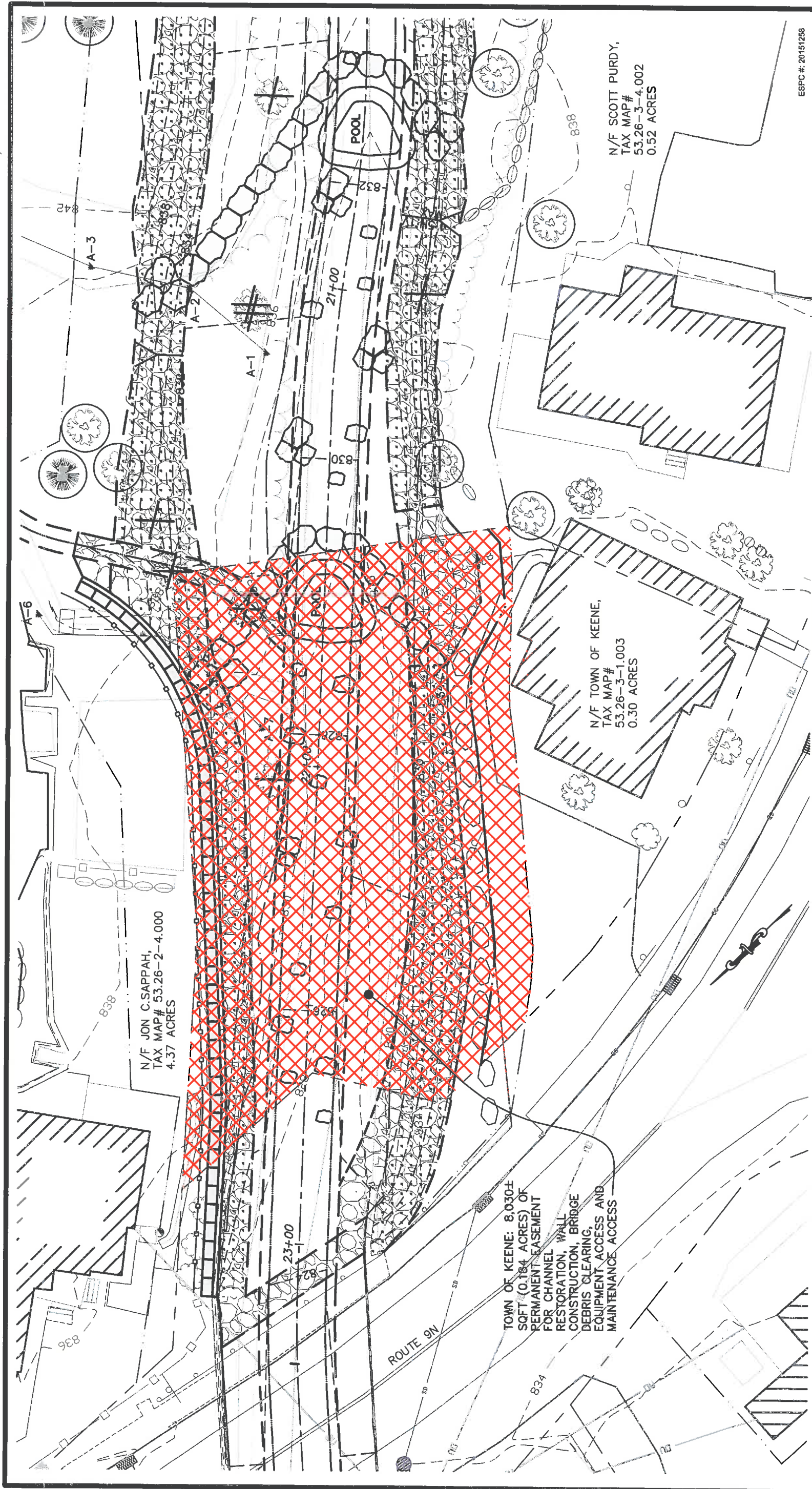
Notary Public

DANIEL T. MANNING  
Essex Co

2-20-22

full size

Schedule A



N/F JON C-SAPPAH,  
TAX MAP# 53.26-2-4.000  
4.37 ACRES

N/F TOWN OF KEENE,  
TAX MAP# 53.26-3-1.003  
0.30 ACRES

N/F SCOTT PURDY,  
TAX MAP# 53.26-3-4.002  
0.52 ACRES

TOWN OF KEENE: 8,030±  
SQFT (0.184 ACRES) OF  
PERMANENT EASEMENT  
FOR CHANNEL RESTORATION, WALL  
CONSTRUCTION, BRIDGE  
DEBRIS CLEARING,  
EQUIPMENT ACCESS AND  
MAINTENANCE ACCESS

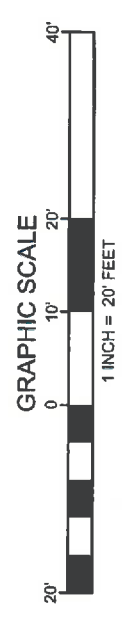
ESPC # 20151258



CIVIL AND ENVIRONMENTAL ENGINEERING  
P.O. BOX 2787, PLATTSBURGH, NY 12901  
WWW.ESPC-CONSULTING.COM  
TEL: 518-563-9445 FAX: 518-562-5189

**GULF BROOK**  
**CHANNEL RESTORATION**  
KEENE, NY  
TOWN OF KEENE PROPERTY  
EASEMENT MAP

DATE: 3/7/17 DWG. #: 1 SCALE: 1"=20' DRN.: SJD PM: ES



LEGEND  
 TEMPORARY EASEMENT  
 PERMANENT EASEMENT

Schedule A



ESSEX COUNTY – STATE OF NEW YORK  
 JOSEPH A. PROVONCHA, COUNTY CLERK  
 7559 COURT ST, PO BOX 247, ELIZABETHTOWN, NY 12932

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



BOOK/PAGE: 1953 / 268  
 INSTRUMENT #: 2019-1982

Receipt#: 2019221290  
 Clerk: CD  
 Rec Date: 06/07/2019 02:42:00 PM  
 Doc Grp: D  
 Descrip: EASEMENT  
 Num Pgs: 7  
 Rec'd Frm: DANIEL MANNING

Party1: WEILAND PETER  
 Party2: ESSEX COUNTY OF (THE)  
 Town: KEENE

Recording:	
Cover Page	0.00
Recording Fee	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00
TP584	0.00

Sub Total: 0.00

Transfer Tax	
Transfer Tax - State	0.00
Transfer Tax - County	0.00

Sub Total: 0.00

Total: 0.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 1776  
 Transfer Tax  
 Consideration: 0.00

Total: 0.00

I hereby certify that the within and foregoing  
 was recorded in the Essex County Clerk's  
 Office.

Joseph A. Provoncha  
 Essex County Clerk

Record and Return To:

DANIEL MANNING  
 ESSEX COUNTY ATTORNEY  
 INTER-OFFICE

**\*\*Notice\*\* Information may change during the  
 verification process and may not be reflected on this  
 page**



**PERMANENT EASEMENT AND RIGHT-OF-WAY**

**TOGETHER WITH TEMPORARY CONSTRUCTION EASEMENT**

**AND RIGHT-OF-WAY**

THIS INDENTURE, made this 5<sup>th</sup> day of May, 2019, between

**PETER WEILAND AND SHANNON DUFFY**, his wife, of 171 Stamford Avenue, Stamford, Connecticut 06902, party of the first part or "Grantors,"

and

**THE COUNTY OF ESSEX**, a municipal corporation organized and existing under the laws of the State of New York, with offices and principal place of business located at 7551 Court Street, Elizabethtown, New York 12932, hereinafter referred to as party of the second part or "Grantee."

**WHEREAS**, the County has obtained funding through the New York Community Construction Program for the Restoration and Flood Mitigation at Gulf Brook project; and

**WHEREAS**, to accomplish the Restoration and Flood Mitigation at Gulf Brook Project it is necessary for the County to acquire a permanent easement and a temporary easement as described in Schedule A annexed hereto and made a part hereof, for the purposes of channel restoration; and

**WHEREAS**, the Temporary Easement is for construction purposes and will terminate upon acceptance of the project construction by the County of Essex or three (3) years from the date of this agreement and said property shall remain vested in the Grantor.

**WITNESSETH** that the parties of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby give, grant and release unto the party of the second part:

A **permanent, non-exclusive easement and right-of-way** in, under, over, upon, and across a portion of property described in a deed given by Laura Jean Smith to Peter Weiland and Shannon Duffy dated November 9, 2006, recorded in the Office of the Essex County Clerk at Book 1516, Page 187 on the 20<sup>th</sup> day of November, 2006, bearing Tax Map No. 53.26-2-3.000 on the 2018 Town of Keene tax rolls. The bounds of the permanent easement and right of way are more particularly described on a map prepared by Schoder Rivers Associates dated May 7, 2019, which is attached hereto and made a part hereof as Schedule A.

R/R → DANIEL MANNING  
County Atty's Office INTER-OFFICE

The grant of this permanent easement and right of way is for ingress and egress to the stream banks and bed of Gulf Brook, Grantors property with men, equipment and vehicles for all purposes relative to the installation, construction, location, maintenance, replacement and repair of stream bank protection materials and apparatus, channel and retaining wall improvements, soil removal and bank support, channel restoration and for future maintenance, repair, construction, reconstruction, bank support and structures or any parts thereof and for repair and maintenance and removal of stream bed materials from under and around the Route 9N bridge over the Gulf Brook.

In addition to the permanent easement and right-of-way herein granted, Grantor's grant Grantee a **temporary easement and right-of-way** for the purposes of mobilization, staging and location of materials, and for the installation and construction, replacement and repair of a new bridge and ancillary abutments and supports and bank and channel construction and restoration. The term of the temporary easement and right-of-way shall end and terminate upon acceptance of the project construction by the County of Essex or three (3) years from the date of this agreement at which time said temporary construction easement shall terminate.

Together with the right to remove all trees and other vegetation, as well as any rocks, boulders and soil as is or may be necessary, to the proper use of said permanent easement and right of way now and in the future.

This permanent easement and right of way is granted upon the following conditions:

1. The County of Essex shall name the party of the first part as additional insured and as a certificate holder on its insurance policy and shall provide the owner with a copy of the certificate of insurance.
2. The party of the second part and its contractor shall maintain policies of workers' compensation insurance in full force and effect during the period that any work is being performed within the easement and right of way area, covering all employee working therein.
3. The party of the second part agrees, that after any such construction, reconstruction, maintenance or repair, that it will be responsible for restoring the surface of the ground, including grass, to the same or similar condition that existed prior to the work.
4. The party of the second part shall use the least intrusive and destructive means in-its work under this easement and right-of-way.
5. The party of the second part will defend, indemnify and hold harmless the parties of the first part from any and all suits, actions or causes of action of

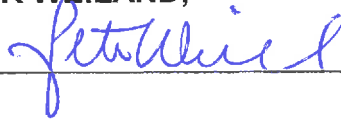
any kind, nature and description brought against the parties of the first part and/or party of the second part for or on account of any injury or damage received or sustained to any third party or parties in connection with party of the second part's exercise of the easement/right of way herein granted.

6. Party of the second part shall obtain all required permits from the State of New York and/or federal government, including as applicable but not limited to the Adirondack Park Agency, the NYS Departments of Transportation and/or Environmental Conservation, and the United States Army Corps of Engineers, and shall defend, indemnify and hold harmless the parties of the first part for any liability or potential liability arising from the failure to obtain such permits or the alleged violation of such permits.
7. The Grantee agrees to protect the trees that are currently in place as shown on the construction plans.
8. The Grantee, Essex County, agrees and covenants that it shall be responsible for the repair and maintenance of any structure or improvement made within the easement area.

**IN WITNESS WHEREOF** the party of the first part have hereunto set their hand and seal as of the day and year first above written.

**PETER WEILAND,**

By



**SHANNON DUFFY,**

By



**COUNTY OF ESSEX**

By

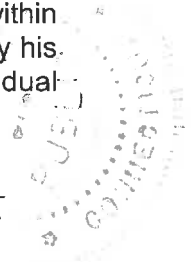


**Daniel L. Palmer, County Manager**

State of Connecticut )  
 )ss:  
County of Fairfield )

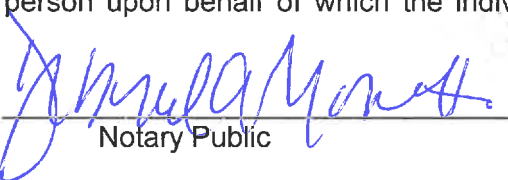
On the 29<sup>th</sup> day of May, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **PETER WEILAND**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

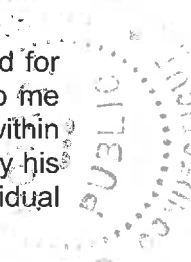
  
\_\_\_\_\_  
Notary Public  
**DEBORAH A. MORETTI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES DEC. 31, 2019



State of Connecticut )  
 )ss:  
County of Fairfield )

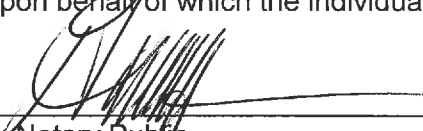
On the 29<sup>th</sup> day of May, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **SHANNON DUFFY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
**DEBORAH A. MORETTI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES DEC. 31, 2019



State of New York )  
 )ss:  
County of Essex )

On the 5<sup>th</sup> day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL L. PALMER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

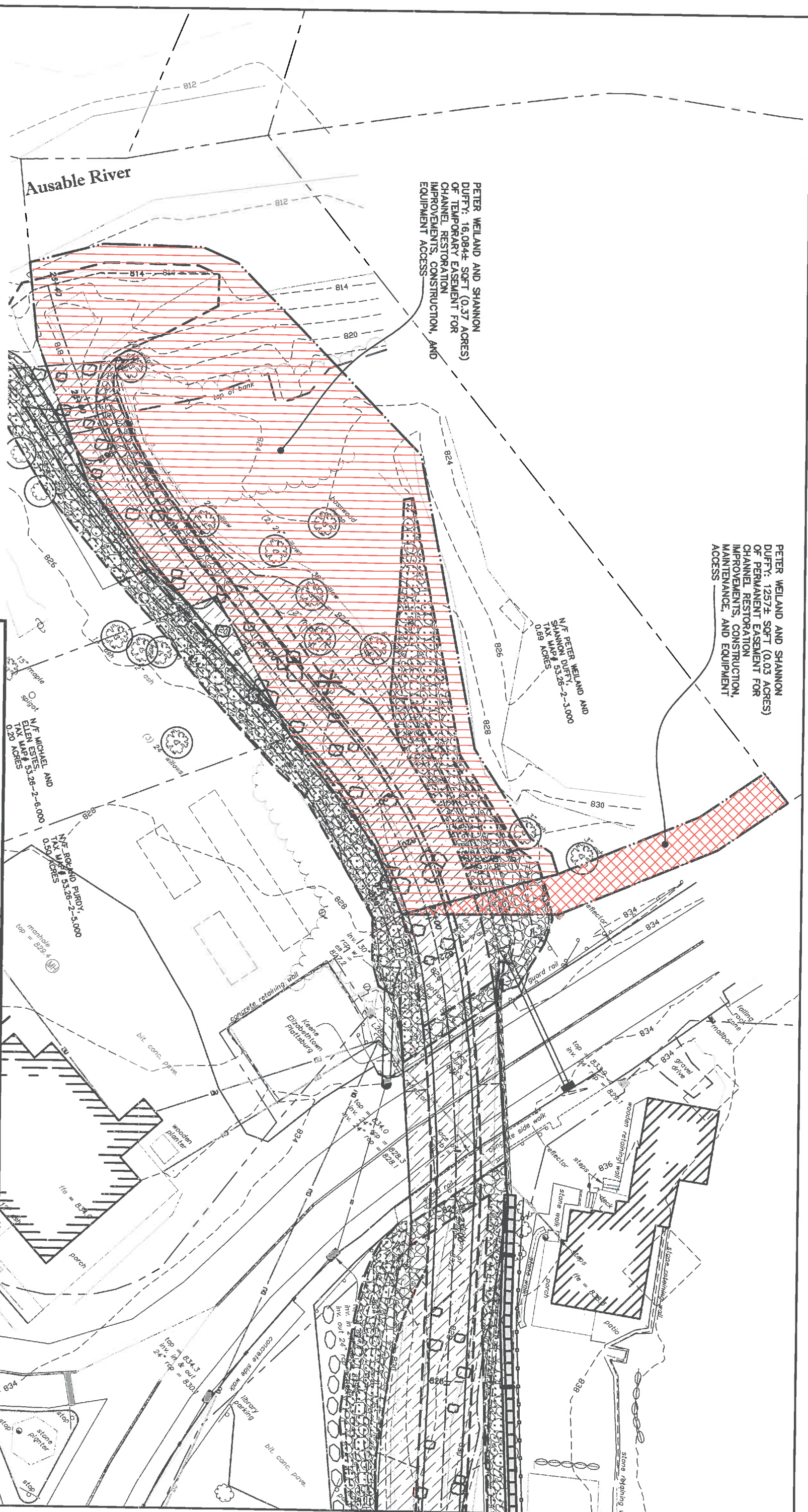
  
\_\_\_\_\_  
Notary Public  
**DANIEL T. MANNING, ESQ.**  
Essex Co. N.Y.  
2-20-22

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**SCHEDULE A**

Map Attached



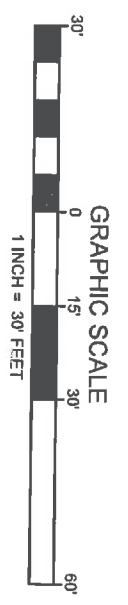


PETER WEILAND AND SHANNON DUFFY: 16,084± SQFT (0.37 ACRES) OF TEMPORARY EASEMENT FOR CHANNEL RESTORATION, IMPROVEMENTS, CONSTRUCTION, AND EQUIPMENT ACCESS

PETER WEILAND AND SHANNON DUFFY: 1257± SQFT (0.03 ACRES) OF PERMANENT EASEMENT FOR CHANNEL RESTORATION, IMPROVEMENTS, CONSTRUCTION, MAINTENANCE, AND EQUIPMENT ACCESS

N/E PETER WEILAND AND SHANNON DUFFY: 2-3,000 TAX MAP # 53,26-2-3,000 0.89 ACRES

Ausable River



**SP SCHOEDER RIVERS ASSOCIATES**  
 Consulting Engineers, P.C.  
 Evergreen Professional Park  
 453 Dixon Road, Suite 7, Bldg. 3  
 Queensbury, New York 12804  
 (518) 761-0417, FAX: (518) 761-0513

SCALE: 1"=30'  
 DATE: 5/7/19  
 PROJ. NO: 15-881

DRAWN BY: SPA/ESPC  
 ENG. BY: SJD  
 CHK'D BY: ES

PROJECT NAME  
**GULF BROOK RESTORATION**  
 PHASE 2  
 KEENE, NY

DRAWING TITLE  
**WEILAND/DUFFY EASEMENTS**

REV.	DATE	DESCRIPTION	SHT.	OF
			1	1

DRAWING NO. **C-1**

SHT. 1 OF 1

REV. \_

**PERMANENT EASEMENT AND RIGHT-OF-WAY**  
**TOGETHER WITH TEMPORARY CONSTRUCTION EASEMENT**  
**AND RIGHT-OF-WAY**

THIS INDENTURE, made this \_\_\_ day of May, 2019, between

**ROBERT TUPPER AND LINDA TUPPER**, his wife, of 10920 NYS Route 9N, Keene, New York 12942, hereinafter referred to as parties of the first part or "Grantors;"

and

**THE COUNTY OF ESSEX**, a municipal corporation organized and existing under the laws of the State of New York, with offices and principal place of business located at 7551 Court Street, Elizabethtown, New York 12932, hereinafter referred to as party of the second part or "Grantee."

**WHEREAS**, the County has obtained funding through the New York Community Construction Program for the Restoration and Flood Mitigation at Gulf Brook project; and

**WHEREAS**, to accomplish the Restoration and Flood Mitigation at Gulf Brook Project it is necessary for the County to acquire a permanent easement and a temporary easement as described in Schedule A annexed hereto and made a part hereof, for the purposes of channel restoration; and

**WHEREAS**, the Temporary Easement is for construction purposes and will terminate upon acceptance of the project construction by the County of Essex or ~~three~~ eighteen (18) ~~years~~ months from the date of this agreement and said property shall remain vested in the Grantor.

**WITNESSETH** that the parties of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby give, grant and release unto the party of the second part:

A **permanent, non-exclusive easement and right-of-way** in, under, over, upon, and across a portion of property described in a deed given by Robert C. Motisher and Algia M. Motisher to Robert Tupper and Linda Tupper, which deed was dated the 16th day of September, 2002, and thereafter recorded in the Office of the Essex County Clerk on the 11<sup>th</sup> day of October, 2002, at Book 1337 of Deeds, Page 308 and bearing Town of Keene Tax Map No. 53.26-3-5.001 on the 2018 tax rolls. The bounds of the permanent easement and right of way are more particularly described on the attached

metes and bounds description dated ~~April 24, 2019~~ (revised May 7, 2019), attached hereto and made a part hereof as Schedule A and as depicted and designated as PE-P1 and ~~TE-P1~~ on the map prepared by Darrah Land Surveying, PLLC in Schedule B.

The grant of this permanent easement and right of way is for ingress and egress to the stream banks and bed of Gulf Brook, Grantors property, and the bridge spanning Gulf Brook, with men, equipment and vehicles for all purposes relative to the installation, construction, location, maintenance, replacement and repair stream bank protection materials and apparatus, channel and retaining wall improvements, soil removal and bank support, channel restoration and for future maintenance, repair, construction, reconstruction, walls/bank support and structures or any parts thereof.

In addition to the permanent easement and right-of-way herein granted, Grantor's grant Grantee a **temporary easement and right-of-way** for the purposes of mobilization, staging and location of materials, and for the installation and construction, replacement and repair of bank and channel construction and restoration. The term of the temporary easement and right-of-way shall end and terminate upon acceptance of the project construction by the County of Essex or eighteen (18) months from the date of this agreement, whichever is sooner, at which time said temporary construction easement shall terminate. The temporary easement is described as TE-P1 on the attached map prepared by Darrah Land Surveying, PLLC which is attached hereto and made a part hereof as Schedule B, the area of the temporary easement is 500 ± feet as designated on said map.

Together with the right to remove all trees and other vegetation, as well as any rocks, boulders and soil as is or may be necessary, to the proper use of said permanent easement and right of way now and in the future.

This temporary and permanent easement and right of way ~~is~~ are granted upon the following conditions:

1. The County of Essex shall name the party of the first part as additional insured and as a certificate holder on its insurance policy and shall provide the owner with a copy of the certificate of insurance.
2. The party of the second part and its contractor shall maintain policies of workers' compensation insurance in full force and effect during the period that any work is being performed within the easement and right of way area, covering all employee working therein.
3. The party of the second part agrees, that after any such construction, reconstruction, maintenance or repair, that it will be responsible for restoring the surface of the ground, including grass, to the same or similar condition that existed prior to the work, and for repairs to the subsurface components of the septic system, should either the permanent or

- temporary easement cause damage to the same and for any and all repair or replacement to any existing or future structure which may be damaged.
4. The party of the second part shall use the least intrusive and destructive means in its work under this easement and right-of-way.
  5. The party of the second part will defend, indemnify and hold harmless the parties of the first part from any and all suits, actions or causes of action of any kind, nature and description brought against the parties of the first part and/or party of the second part for or on account of any injury or damage received or sustained to any third party or parties in connection with party of the second part's exercise of the easement/right of way herein granted.
  6. Party of the second part shall obtain all required permits from the State of New York and/or federal government, including as applicable but not limited to the Adirondack Park Agency, the NYS Departments of Transportation and/or Environmental Conservation, and the United States Army Corps of Engineers, and shall defend, indemnify and hold harmless the parties of the first part for any liability or potential liability arising from the failure to obtain such permits or the alleged violation of such permits.
  7. The Grantee, Essex County, agrees and covenants that it shall be responsible for the repair and maintenance of any structure or improvement made within the easement area.

***IN WITNESS WHEREOF*** the parties of the first part have hereunto set their hands and seals as of the day and year first above written.

By \_\_\_\_\_  
**Robert Tupper**

By \_\_\_\_\_  
**Linda Tupper**

**COUNTY OF ESSEX**

By \_\_\_\_\_  
**Daniel L. Palmer, County Manager**

State of \_\_\_\_\_ )  
 )ss:  
 County of \_\_\_\_\_ )

On the \_\_\_\_ day of May, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert Tupper**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

State of \_\_\_\_\_ )  
 )ss:  
 County of \_\_\_\_\_ )

On the \_\_\_\_ day of May, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **Linda Tupper**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

State of New York )  
 )ss:  
 County of Essex )

On the \_\_\_\_ day of May, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **Daniel L. Palmer**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**SCHEDULE A**

Technical Description

**SCHEDULE B**

Map Attached

**PERMANENT EASEMENT AND RIGHT-OF-WAY**  
**TOGETHER WITH TEMPORARY CONSTRUCTION EASEMENT**  
**AND RIGHT-OF-WAY**

THIS INDENTURE, made this        day of May, 2019, between

**ROCCO J. GIAMPAOLO AND MANDY SANFORD GIAMPAOLO**, his wife, of 10916 NYS Route 9N, Keene, New York 12942, hereinafter referred to as parties of the first part or "Grantors;"

and

**THE COUNTY OF ESSEX**, a municipal corporation organized and existing under the laws of the State of New York, with offices and principal place of business located at 7551 Court Street, Elizabethtown, New York 12932, hereinafter referred to as party of the second part or "Grantee."

**WHEREAS**, the County has obtained funding through the New York Community Construction Program for the Restoration and Flood Mitigation at Gulf Brook project; and

**WHEREAS**, to accomplish the Restoration and Flood Mitigation at Gulf Brook Project it is necessary for the County to acquire a permanent easement and a temporary easement as described in Schedule A annexed hereto and made a part hereof, for the purposes of channel restoration; and

**WHEREAS**, the Temporary Easement is for construction purposes and will terminate upon acceptance of the project construction by the County of Essex or eighteen (18) months from the date of this agreement and said property shall remain vested in the Grantor.

**WITNESSETH** that the parties of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby give, grant and release unto the party of the second part:

A permanent, non-exclusive easement and right-of-way in, under, over, upon, and across a portion of property described in a deed given by Peter C. Goutos and Cheryl A. Smith to Mandy Sanford Giampaolo and Rocco J. Giampaolo, which deed was dated the 1st day of June, 2009, and thereafter recorded in the Office of the Essex County Clerk on the 5<sup>th</sup> day of June, 2009, at Book 1609 of Deeds, Page 295 and bearing Town of Keene Tax Map No. 53.26-3-3.001 on the 2018 tax rolls. The bounds



of the permanent easement and right of way are more particularly described on the attached metes and bounds description dated May 7, 2019, attached hereto and made a part hereof as Schedule A and as depicted and designated as PE-P2 on the map prepared and last revised on May 23, 2019 by Darrah Land Surveying, PLLC in Schedule B.

Deleted: April 24,

Deleted: and TE-P2

The grant of this permanent easement and right of way is for ingress and egress to the stream banks and bed of Gulf Brook, Grantors property, and the bridge spanning Gulf Brook, with men, equipment and vehicles for all purposes relative to the installation, construction, location, maintenance, replacement and repair of a new bridge to be used by the traveling public over Gulf Brook as well as necessary retaining walls, abutments and supports, stream bank protection materials and apparatus, channel and retaining wall improvements, soil removal and bank support, channel restoration and for future maintenance, repair, construction, reconstruction, location, relocation and removal of the bridge/retaining walls/bank support and structures or any parts thereof.

In addition to the permanent easement and right-of-way herein granted, Grantor's grant Grantee a **temporary easement and right-of-way** for the purposes of mobilization, staging and location of materials, and for the installation and construction, replacement and repair of a new bridge and ancillary abutments and supports and bank and channel construction and restoration. The term of the temporary easement and right-of-way shall end and terminate upon acceptance of the project construction by the County of Essex or eighteen (18) months from the date of this agreement, whichever is sooner, at which time said temporary construction easement shall terminate. The temporary easement is described as TE-P2 on the attached map prepared by Darrah Land Surveying, PLLC which is attached hereto and made a part hereof as Schedule B, the area of the temporary easement is 1,562 +/- sq feet as designated on said map.

Together with the right to remove all trees and other vegetation, as well as any rocks, boulders and soil as is or may be necessary, to the proper use of said permanent easement and right of way now and in the future.

This permanent and temporary easement and right of way are granted upon the following conditions:

Deleted: is

1. The County of Essex shall name the party of the first part as additional insured and as a certificate holder on its insurance policy and shall provide the owner with a copy of the certificate of insurance.
2. The party of the second part and its contractor shall maintain policies of workers' compensation insurance in full force and effect during the period that any work is being performed within the easement and right of way area, covering all employee working therein.

3. The party of the second part agrees, that after any such construction, reconstruction, maintenance or repair, that it will be responsible for restoring the surface of the ground, including grass, to the same or similar condition that existed prior to the work and for repairs to the subsurface components of the septic system, should either the permanent or temporary easement cause damage to same and for any and all repair or replacement to any existing or future structure which may be damaged.

4. The party of the second part shall use the least intrusive and destructive means in its work under this easement and right-of-way.
5. The party of the second part will defend, indemnify and hold harmless the parties of the first part from any and all suits, actions or causes of action of any kind, nature and description brought against the parties of the first part and/or party of the second part for or on account of any injury or damage received or sustained to any third party or parties in connection with party of the second part's exercise of the easement/right of way herein granted.
6. Party of the second part shall obtain all required permits from the State of New York and/or federal government, including as applicable but not limited to the Adirondack Park Agency, the NYS Departments of Transportation and/or Environmental Conservation, and the United States Army Corps of Engineers, and shall defend, indemnify and hold harmless the parties of the first part for any liability or potential liability arising from the failure to obtain such permits or the alleged violation of such permits.
7. The Grantee, Essex County, agrees and covenants that it shall be responsible for the repair and maintenance of any structure or improvement made within the easement area.

**IN WITNESS WHEREOF** the parties of the first part have hereunto set their hands and seals as of the day and year first above written.

By \_\_\_\_\_  
Mandy Sanford Giampaolo

By \_\_\_\_\_  
Rocco J. Giampaolo

COUNTY OF ESSEX

By \_\_\_\_\_  
Daniel L. Palmer, County Manager

State of \_\_\_\_\_ )  
  )ss:  
County of \_\_\_\_\_ )

On the \_\_\_\_\_ day of May, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **MANDY SANFORD GIAMPAOLO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

State of \_\_\_\_\_ )  
  )ss:  
County of \_\_\_\_\_ )

On the \_\_\_\_\_ day of May, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **ROCCO J. GIAMPAOLO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

State of New York )  
  )ss:  
County of Essex )

On the \_\_\_\_\_ day of May, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL L. PALMER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**PERMANENT EASEMENT AND RIGHT-OF-WAY**

**TOGETHER WITH TEMPORARY CONSTRUCTION EASEMENT**

**AND RIGHT-OF-WAY**

**THIS INDENTURE**, made this \_\_\_\_ day of May, 2019, between

**5<sup>th</sup> and 20<sup>th</sup>, LLC**, a New York Limited Liability Company with an office for the transaction of its business on NYS Route 9N, Box 380, Keene, New York 12942, hereinafter referred to as party of the first part or “Grantors;”

and

**THE COUNTY OF ESSEX**, a municipal corporation organized and existing under the laws of the State of New York, with offices and principal place of business located at 7551 Court Street, Elizabethtown, New York 12932, hereinafter referred to as party of the second part or “Grantee.”

**WHEREAS**, the County has obtained funding through the New York Community Construction Program for the Restoration and Flood Mitigation at Gulf Brook project; and

**WHEREAS**, to accomplish the Restoration and Flood Mitigation at Gulf Brook Project it is necessary for the County to acquire a permanent easement and a temporary easement as described in Schedule A annexed hereto and made a part hereof, for the purposes of channel restoration; and

**WHEREAS**, the Temporary Easement is for construction purposes and will terminate upon acceptance of the project construction by the County of Essex or eighteen (18) months from the date of this agreement and said property shall remain vested in the Grantor.

**WITNESSETH** that the parties of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby give, grant and release unto the party of the second part:

A **permanent, non-exclusive easement and right-of-way** in, under, over, upon, and across a portion of property described in a deed given by Michael Piserchia to 5<sup>th</sup> and 20<sup>th</sup>, LLC, which deed was dated the 13<sup>th</sup> day of February, 2014, and thereafter recorded in the Office of the Essex County Clerk on the 13<sup>th</sup> day of February, 2014, at Book 1758 of Deeds, Page 141 and bearing Town of Keene Tax Map No. 53.27-1-3.012 on the 2018 tax rolls. Page 308 and bearing Town of Keene Tax Map No. 53.26-3-5.001 on the 2018 tax rolls. The bounds of the permanent easement and right of way

are more particularly described on the attached metes and bounds description dated April 24, 2019 (revised May 7, 2019), attached hereto and made a part hereof as Schedule A and as depicted and designated as PE-P3 and TE-P3 on the map prepared by Darrah Land Surveying, PLLC in Schedule B.

The grant of this permanent easement and right of way is for ingress and egress to the stream banks and bed of Gulf Brook, Grantors property, and the bridge spanning Gulf Brook, with men, equipment and vehicles for all purposes relative to the installation, construction, location, maintenance, replacement and repair of a new bridge to be used by the traveling public over Gulf Brook as well as necessary retaining walls, abutments and supports, stream bank protection materials and apparatus, channel and retaining wall improvements, soil removal and bank support, channel restoration and for future maintenance, repair, construction, reconstruction, location, relocation and removal of the bridge/retaining walls/bank support and structures or any parts thereof.

In addition to the permanent easement and right-of-way herein granted, Grantor's grant Grantee a **temporary easement and right-of-way** for the purposes of mobilization, staging and location of materials, and for the installation and construction, replacement and repair of a new bridge and ancillary abutments and supports and bank and channel construction and restoration. The term of the temporary easement and right-of-way shall end and terminate upon acceptance of the project construction by the County of Essex or three (3) years from the date of this agreement at which time said temporary construction easement shall terminate. The temporary easement is described on the attached map prepared by Darrah Land Surveying, PLLC at Schedule B, the area of the temporary easement is 3,890 ± feet as designated on said map.

Together with the right to remove all trees and other vegetation, as well as any rocks, boulders and soil as is or may be necessary, to the proper use of said permanent easement and right of way now and in the future.

This permanent easement and right of way is granted upon the following conditions:

1. The County of Essex shall name the party of the first part as additional insured and as a certificate holder on its insurance policy and shall provide the owner with a copy of the certificate of insurance.
2. The party of the second part and its contractor shall maintain policies of workers' compensation insurance in full force and effect during the period

that any work is being performed within the easement and right of way area, covering all employee working therein.

3. The party of the second part agrees, that after any such construction, reconstruction, maintenance or repair, that it will be responsible for restoring the surface of the ground, including grass, to the same or similar condition that existed prior to the work.
4. The party of the second part shall use the least intrusive and destructive means in-its work under this easement and right-of-way.
5. The party of the second part will defend, indemnify and hold harmless the parties of the first part from any and all suits, actions or causes of action of any kind, nature and description brought against the parties of the first part and/or party of the second part for or on account of any injury or damage received or sustained to any third party or parties in connection with party of the second part's exercise of the easement/right of way herein granted.
6. Party of the second part shall obtain all required permits from the State of New York and/or federal government, including as applicable but not limited to the Adirondack Park Agency, the NYS Departments of Transportation and/or Environmental Conservation, and the United States Army Corps of Engineers, and shall defend, indemnify and hold harmless the parties of the first part for any liability or potential liability arising from the failure to obtain such permits or the alleged violation of such permits.
7. The Grantee agrees that the wooden shed located on the property will be removed and relocated to another location on the property.
8. The Grantee, Essex County, agrees and covenants that it shall be responsible for the repair and maintenance of any structure or improvement made within the easement area.

***IN WITNESS WHEREOF*** the party of the first part have hereunto set their hand and seal as of the day and year first above written.

**5<sup>th</sup> & 20<sup>th</sup>, LLC,**

By \_\_\_\_\_

COUNTY OF ESSEX

By \_\_\_\_\_  
Daniel L. Palmer, County Manager

State of \_\_\_\_\_ )  
 )ss:  
County of \_\_\_\_\_ )

On the \_\_\_\_ day of May, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

State of New York )  
 )ss:  
County of Essex )

On the \_\_\_\_ day of May, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL L. PALMER**, personally known to me or proved to me on the basis of satisfactory evidence to be individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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



## **SCHEDULE A**

Technical Description

DARRAH LAND SURVEYING, PLLC  
59 Lake Avenue, Lake Luzerne, N.Y. 12846 (518) 798-4692  
(518) 654-9416

April 24, 2019

TECHNICAL DESCRIPTION OF PERMANENT EASEMENT  
5th & 20th LLC  
(REPUTED OWNERS)

All that certain parcel of land, being situate in the Town of Keene, County of Essex, State of New York, being Parcel No. 3 as shown on a map entitled "Map of Gulf Brook Channel Restoration Property Easements" dated April 24, 2019, prepared by Darrah Land Surveying, PLLC, and being bounded and described as follows:

Beginning at a point at the intersection of the center of Gulf Brook, with the division line of Bucks Lane, reputed town road, said point being 22± feet distant southeasterly measured at right angles from station 11+28± of the herein described survey baseline for the Gulf Brook Channel Restoration, and running thence from said point of beginning, in a southeasterly direction along Gulf Brook, as it winds and turns, 165 feet more or less to a point being 185± feet distant southeasterly measured at right angles from station 11+04± of said baseline; thence South 50° 38' 25" West along the division line of Johnstone and Garretson per Book 1919 of Deeds at page 117, reputed owners, 25 feet more or less to a point being 182± feet distant southeasterly measured at right angles from station 10+79± of said baseline; thence through the lands of 5th & 20th LLC, the following seven (7) courses and distances: 1) North 41° 27' 36" West 21 feet more or less to a point 161.01 feet distant southeasterly measured at right angles from station 10+80.49 of said baseline; 2) North 44° 12' 01" West 21.87 feet to a point being 139.15 feet distant southeasterly measured at right angles from station 10+81.03 of said baseline; 3) North 47° 22' 27" West 38.78 feet to a point being 100.38 feet distant southeasterly measured at right angles from station 10+79.85 of said baseline; 4) North 49° 49' 01" West 31.71 feet to a point 68.76 feet distant southeasterly measured at right angles from station 10+77.53 of said baseline; 5) North 47° 25' 39" West 43.04 feet to a point being 25.73 feet distant southeasterly measured at right angles from station 10+76.17 of said baseline; 6) North 86° 52' 45" West 6.98 feet to a point being 20.49 feet distant southeasterly measured at right angles from station 10+71.57 of said baseline; and 7) North 03° 07' 15" East 20 feet more or less to a point being 7± feet distant southeasterly measured at right angles from station 10+86± of said baseline; thence North 63° 36' 25" East along the first mentioned division line of Bucks Lane, 44 feet more or less, to the point of beginning, containing 6,828 square feet of land, more or less.

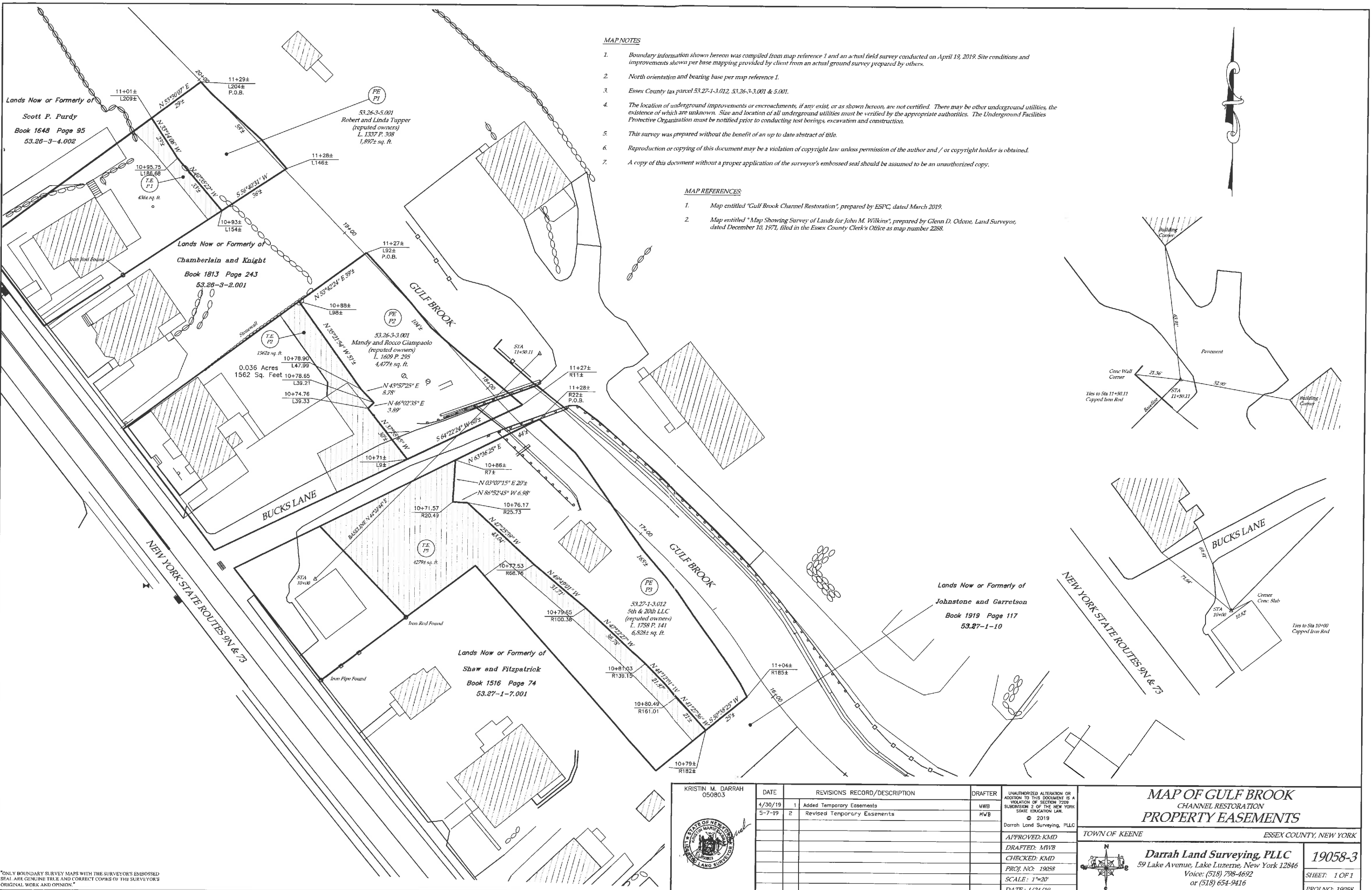
The above-mentioned survey baseline is a portion of the 2019 baseline for the Gulf Brook Channel Restoration and is described as follows:

Beginning at Station 10+00; thence North  $44^{\circ}22'44''$  East to Station 11+50.11.

19058-P3 .doc

**SCHEDULE B**

Map Attached



**MAP NOTES**

1. Boundary information shown hereon was compiled from map reference 1 and an actual field survey conducted on April 19, 2019. Site conditions and improvements shown per base mapping provided by client from an actual ground survey prepared by others.
2. North orientation and bearing base per map reference 1.
3. Essex County tax parcel 53.27-1-3.012, 53.26-3-3.001 & 5.001.
4. The location of underground improvements or encroachments, if any exist, or as shown hereon, are not certified. There may be other underground utilities, the existence of which are unknown. Size and location of all underground utilities must be verified by the appropriate authorities. The Underground Facilities Protective Organization must be notified prior to conducting test borings, excavation and construction.
5. This survey was prepared without the benefit of an up to date abstract of title.
6. Reproduction or copying of this document may be a violation of copyright law unless permission of the author and / or copyright holder is obtained.
7. A copy of this document without a proper application of the surveyor's embossed seal should be assumed to be an unauthorized copy.

**MAP REFERENCES**

1. Map entitled "Gulf Brook Channel Restoration", prepared by ESPC, dated March 2019.
2. Map entitled "Map Showing Survey of Lands for John M. Wilkins", prepared by Glenn D. Odono, Land Surveyor, dated December 10, 1971, filed in the Essex County Clerk's Office as map number 2288.

"ONLY BOUNDARY SURVEY MAPS WITH THE SURVEYOR'S EMBOSSED SEAL ARE GENUINE TRUE AND CORRECT COPIES OF THE SURVEYOR'S ORIGINAL WORK AND OPINION."

	DATE	REVISIONS RECORD/DESCRIPTION	DRAFTER	UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW. © 2019 Darrah Land Surveying, PLLC
	4/30/19	1 Added Temporary Easements	MWB	
	5-7-19	2 Revised Temporary Easements	MWB	
				APPROVED: KMD
				DRAFTED: MWB
				CHECKED: KMD
				PROJ. NO: 19058
				SCALE: 1"=20'
				DATE: 4/24/19

**MAP OF GULF BROOK**  
CHANNEL RESTORATION  
**PROPERTY EASEMENTS**

TOWN OF KEENE ESSEX COUNTY, NEW YORK

**Darrah Land Surveying, PLLC**  
59 Lake Avenue, Lake Luzerne, New York 12846  
Voice: (518) 798-4692  
or (518) 654-9416

**19058-3**  
SHEET: 1 OF 1  
PROJ NO: 19058

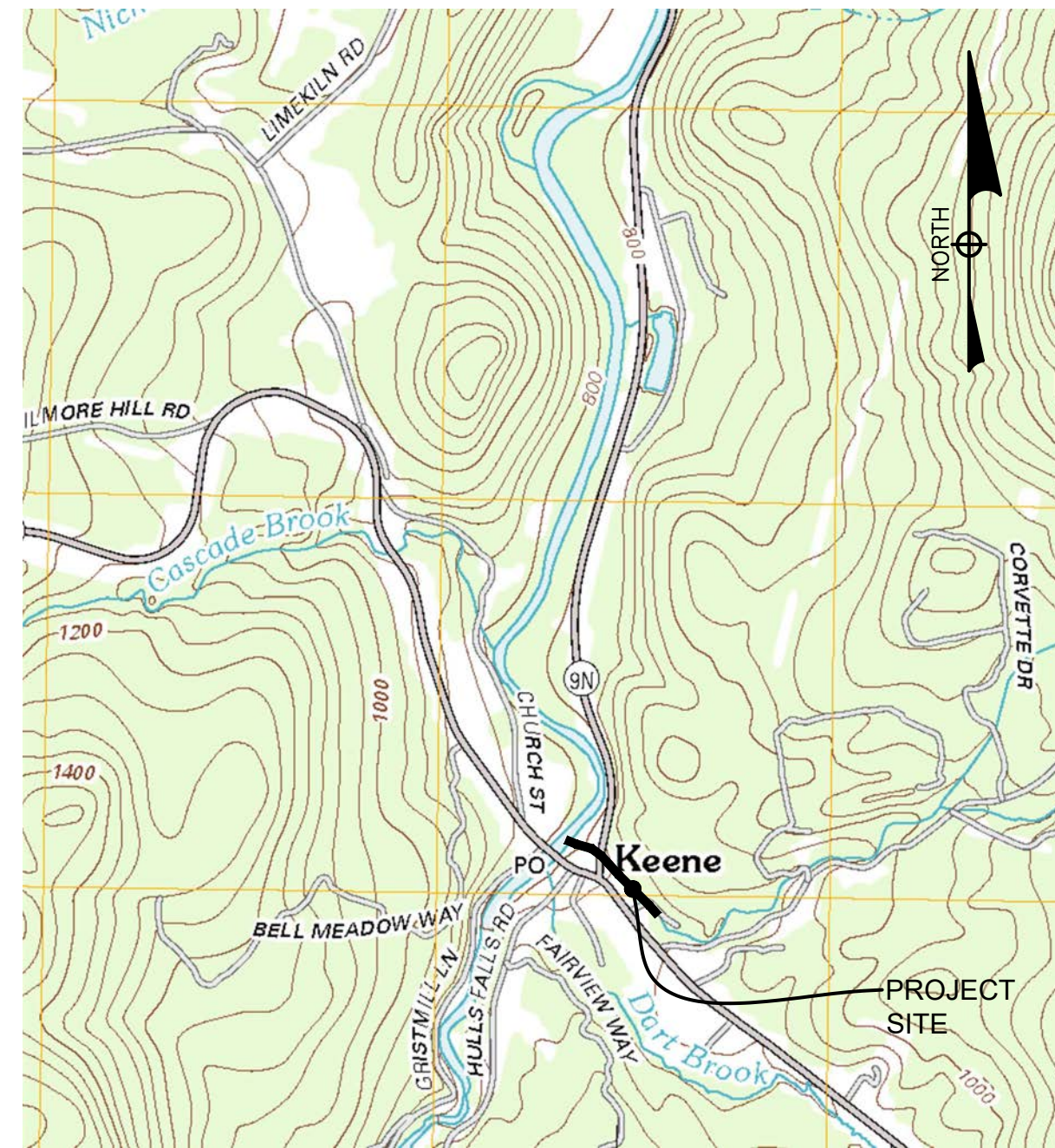
# **APPENDIX I**

## **CONSTRUCTION PLANS**

- 1) **CV.001 COVER SHEET**
- 2) **N-1 NOTES**
- 3) **N-2 NOTES**
- 4) **C.101 EXISTING CONDITIONS PLAN**
- 5) **C.102 EROSION AND SEDIMENT CONTROL PLAN (STATIONS 15+50 TO 21+25)**
- 6) **C.103 EROSION AND SEDIMENT CONTROL PLAN (STATIONS 21+25 TO 26+40)**
- 7) **C.104 EROSION AND SEDIMENT CONTROL PLAN DETAILS**
- 8) **C.201 CIVIL PLAN AND PROFILE (STATIONS 15+50 TO 21+25)**
- 9) **C.202 CIVIL PLAN AND PROFILE (STATIONS 21+25 TO 26+40)**
- 10) **C.203 CONCRETE BLOCK WALL AND WETLAND RESTORATION PLAN**
- 11) **C.301 CROSS SECTIONS FROM STATIONS 15+50 TO 22+00**
- 12) **C.302 CROSS SECTIONS FROM STATIONS 22+50 TO 25+50**
- 13) **C.401 TYPICAL CHANNEL CROSS-SECTION DETAILS**
- 14) **C.402 TYPICAL CHANNEL CROSS-SECTION DETAILS**
- 15) **C.403 IN-STREAM CHANNEL STRUCTURES DETAILS**
- 16) **C.404 ROUTE 9N CLEANOUT AND WATER SYSTEM DETAILS**
- 17) **C.501 TEMPORARY BRIDGE DETAILS**
- 18) **C.502 TEMPORARY BRIDGE DETAILS**
- 19) **S-1 BUCKS LANE BRIDGE - DEMOLITION AND SITE PLAN**
- 20) **S-2 BUCKS LANE BRIDGE - PROFILE, ELEVATION, SECTIONS AND DETAILS**
- 21) **S-3 SUPERSTRUCTURE PLANS AND SECTIONS**
- 22) **S-4 ABUTMENT PLANS AND SECTIONS**
- 23) **S-5 ABUTMENT ELEVATIONS AND DETAILS**
- 24) **S-6 BRIDGE DETAILS**
- 25) **S-7 RETAINING WALL DETAILS AND CROSS SECTIONS**



SITE LOCATION BASE MAP OBTAINED FROM THE USGS



**SITE LOCATION MAP**  
SCALE: NTS

**LIST OF ABBREVIATIONS**

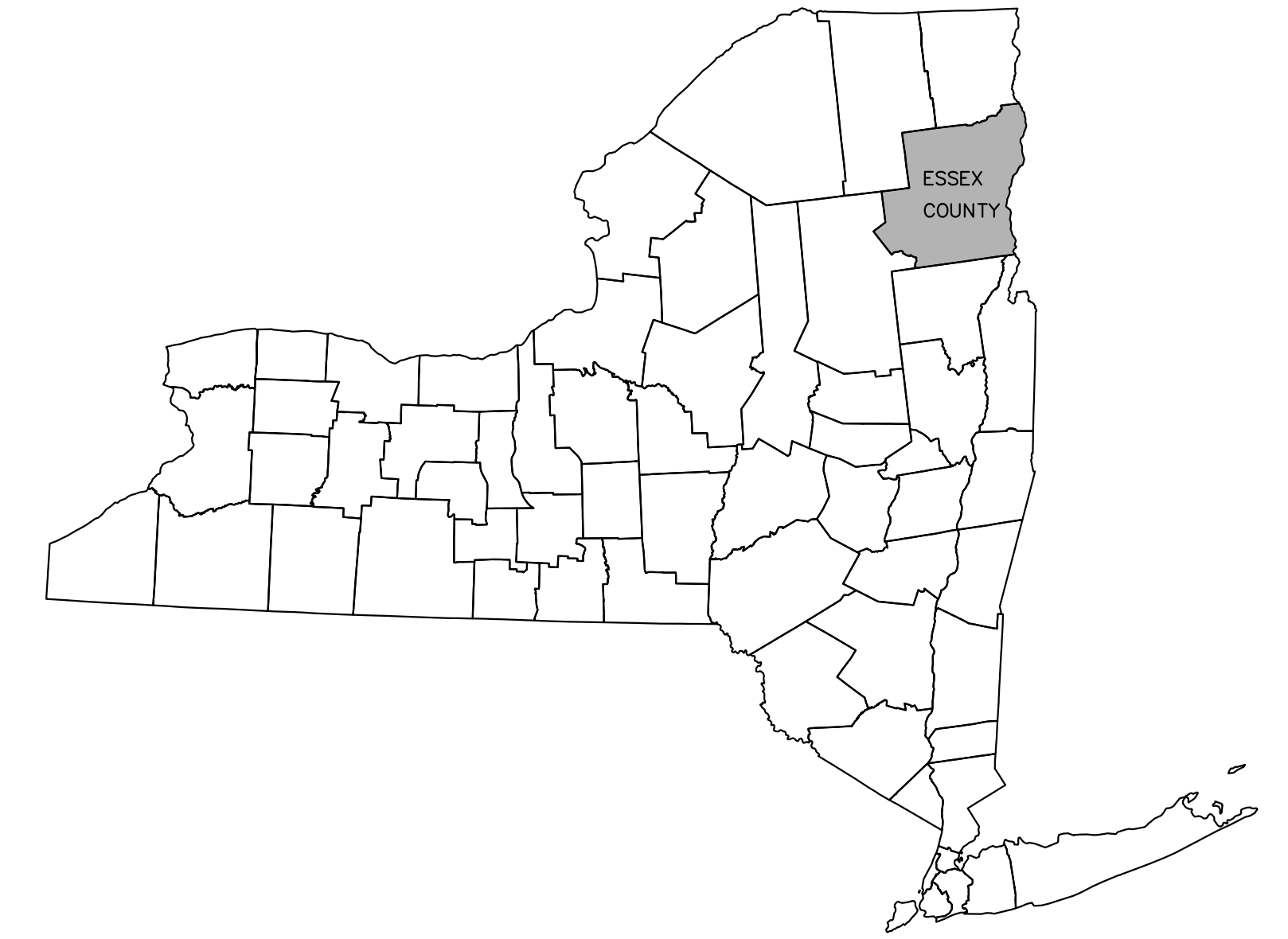
BW	BOTTOM OF WALL
C#	ALIGNMENT CURVE
CONT.	CONTAINER
E	EASTING
EG	EXISTING GRADE
ELEV.	ELEVATION
EX	EXISTING GRADE
FG	FINISHED GRADE
FFE	FINISHED FLOOR ELEVATION
GAL	GALLON
H	HORIZONTAL
I.E. OR INV.	INVERT ELEVATION
L#	ALIGNMENT LINE
LWH	LENGTH, WIDTH, HEIGHT
LT	LEFT
MAX	MAXIMUM
MIN	MINIMUM
N	NORTHING
N.T.S.	NOT TO SCALE
OHW	ORDINARY HIGH WATERMARK
PC	POINT OF CURVATURE
PR	PROPOSED
PT	POINT OF TANGENCY
RCP	REINFORCED CONCRETE PIPE
RT	RIGHT
S	SLOPE
SB	SOIL BORING
STA	STATION
TBD	TO BE DECIDED
TYP	TYPICAL
TW	TOP OF WALL
V	VERTICAL
WSEL	WATER SURFACE ELEVATION

# GULF BROOK CHANNEL RESTORATION PROJECT PHASE 2

## FUNDED BY: NEW YORK STATE COMMUNITY DEVELOPMENT BLOCK GRANT (DISASTER RECOVERY FUNDS)

### KEENE, NY JUNE, 2019

THIS PROJECT INVOLVES THE RESTORATION OF APPROXIMATELY 1,100 LINEAR FEET OF THE GULF BROOK INCLUDING THE CONSTRUCTION OF AN ENHANCED CHANNEL SECTION WITH A MINIMUM BANK FULL WIDTH OF 40- FEET, INSTALLATION OF CHANNEL BANK ROCK ARMOR PROTECTION, CONSTRUCTION OF BOULDER VANES, CONSTRUCTION OF IN-STREAM BOULDERS FOR HABITAT ENHANCEMENT, REMOVAL OF THE EXISTING BUCKS LANE BRIDGE AND REPLACEMENT WITH A PROPOSED 45' SPAN BRIDGE, INSTALLATION OF APPROXIMATELY 460 LF OF CONCRETE BLOCK RETAINING WALL, TEMPORARY AND PERMANENT MEASURES TO STABILIZE UPPER CHANNEL BANKS, AND ADDITIONAL MISCELLANEOUS WORK PER THESE DESIGN PLANS.



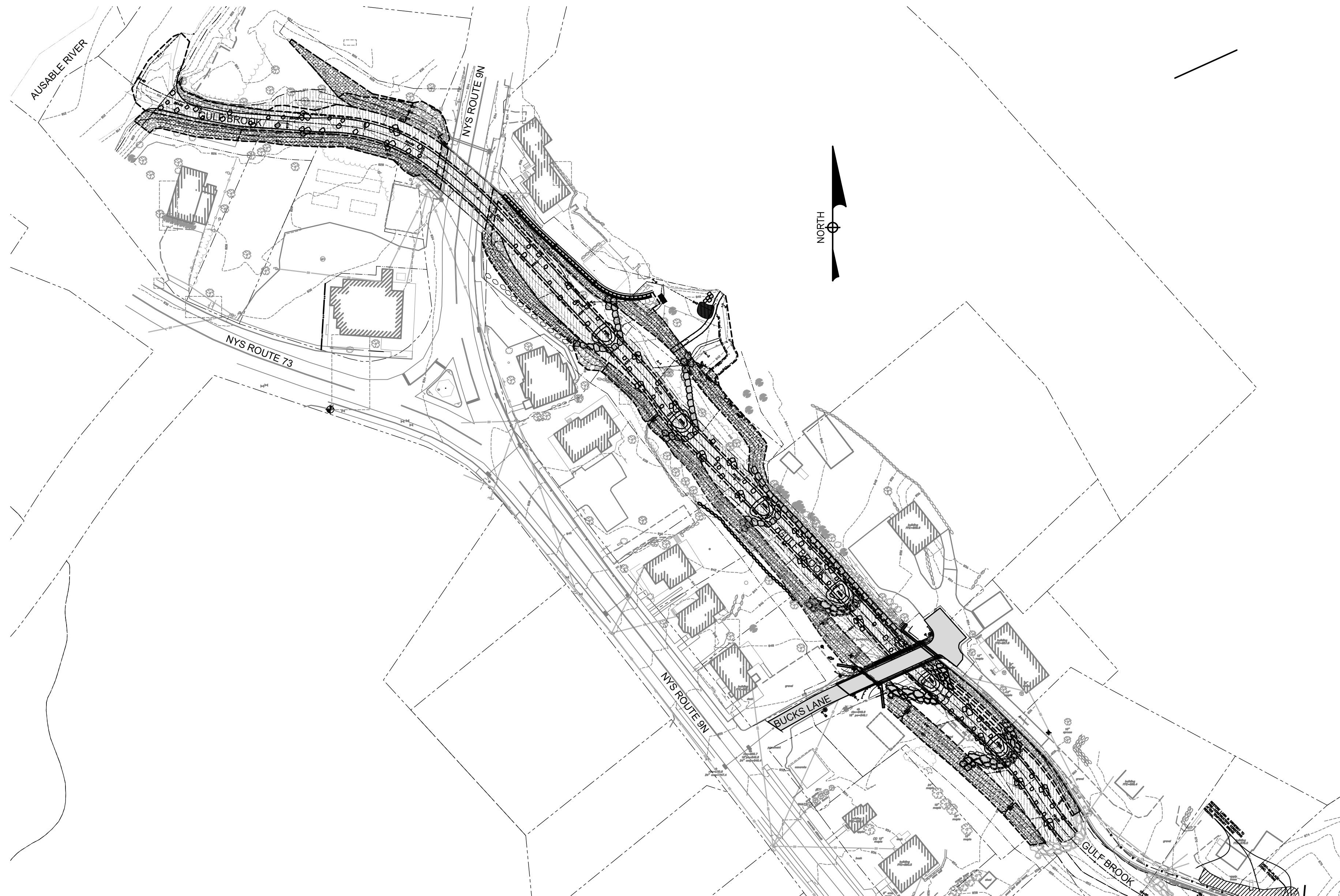
**NEW YORK STATE MAP**  
SCALE: NTS

**PREPARED FOR:**  
ESSEX COUNTY COMMUNITY RESOURCES  
7533 COURT STREET  
P.O. BOX 217  
ELIZABETHTOWN, N.Y. 12932

**OWNER:**  
TOWN OF KEENE, N.Y.

**IN PARTNERSHIP WITH:**  
N.Y.S. GOVERNORS OFFICE OF STORM  
RECOVERY.

**FINAL DESIGN PLANS  
ISSUED FOR BID  
JUNE 11, 2019  
(REVISED 6/27/2019)**



**PROJECT AREA MAP**  
SCALE: 1"=50'

**LIST OF DRAWINGS:**

NO.	NAME/TITLE
CV.001:	COVER SHEET
N-1:	NOTES
N-2:	NOTES
C.101:	EXISTING CONDITIONS PLAN
C.102:	EROSION AND SEDIMENT CONTROL PLAN (STATIONS 15+50 TO 21+25)
C.103:	EROSION AND SEDIMENT CONTROL PLAN (STATIONS 21+25 TO 26+40)
C.104:	EROSION AND SEDIMENT CONTROL PLAN DETAILS
C.201:	CIVIL PLAN AND PROFILE (STATIONS 15+50 TO 21+25)
C.202:	CIVIL PLAN AND PROFILE (STATIONS 21+25 TO 26+40)
C.203:	CONCRETE BLOCK WALL AND WETLAND RESTORATION PLAN
C.301:	CROSS SECTIONS FROM STATIONS 15+50 TO 22+00
C.302:	CROSS SECTIONS FROM STATIONS 22+50 TO 25+50
C.401:	TYPICAL CHANNEL CROSS-SECTION DETAILS
C.402:	TYPICAL CHANNEL CROSS-SECTION DETAILS
C.403:	IN-STREAM CHANNEL STRUCTURES DETAILS
C.404:	ROUTE 9N BRIDGE CLEANOUT DETAILS AND WATER SYSTEM DETAILS
C.501:	TEMPORARY BRIDGE DETAILS
C.502:	TEMPORARY BRIDGE DETAILS
S-1:	BUCKS LANE BRIDGE - DEMOLITION AND SITE PLAN
S-2:	BUCKS LANE BRIDGE - PROFILE, ELEVATION, SECTIONS AND DETAILS
S-3:	SUPERSTRUCTURE PLANS AND SECTIONS
S-4:	ABUTMENT PLANS AND SECTIONS
S-5:	ABUTMENT ELEVATIONS AND DETAILS
S-6:	BRIDGE DETAILS
S-7:	RETAINING WALL DETAILS AND CROSS SECTIONS

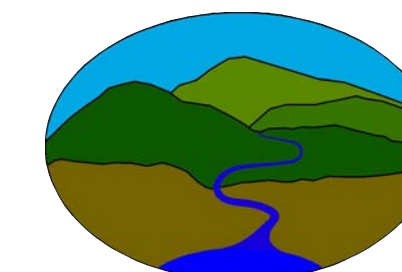
DESIGN TEAM:



KAS, INC.  
P.O. BOX 787  
WILLISTON, VT 05495  
WWW.KAS-CONSULTING.COM  
TEL: 802-383-0486



SCHODER RIVER ASSOCIATES  
EVERGREEN PROFESSIONAL PARK  
453 DIXON ROAD, STE. 7, BLDG. 3  
QUEENSBURY, NY 12804  
WWW.SRAENGINEERS.COM  
TEL: 518-761-0417



FITZGERALD ENVIRONMENTAL ASSOCIATES, LLC.  
18 SEVERANCE GREEN, SUITE 203 / COLCHESTER, VT 05466  
WWW.FITZGERALDENvironmental.COM  
TEL: 802-876-7778



## GENERAL NOTES

- DESIGN SPECIFICATIONS: AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION – 2017 INCLUDING ALL CURRENT REVISIONS.
- MATERIAL SPECIFICATIONS: NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSOT) STANDARD SPECIFICATIONS, CONSTRUCTION AND MATERIALS, 2008 DATED TO THE JANUARY 1, 2019 LETTING.
- STREAM PROTECTION: DURING THE COURSE OF CONSTRUCTION, THE WORK SHALL BE CONDUCTED IN A MANNER AS TO PREVENT OR REDUCE TO A MINIMUM ANY DAMAGE TO THE STREAM FROM POLLUTION BY DEBRIS, SEDIMENT OR OTHER FOREIGN MATERIAL, OR FROM MANIPULATION OF EQUIPMENT AND/OR MATERIALS IN OR NEAR THE STREAM.
- WATER WHICH HAS BEEN USED FOR WASH PURPOSES OR OTHER SIMILAR OPERATIONS WHICH CAUSE THIS WATER TO BECOME POLLUTED WITH SAND, SILT, CEMENT OIL, OR OTHER IMPURITIES, SHALL NOT BE RETURNED TO THE STREAM. IF WATER IS USED FROM THE STREAM, AN INTAKE OR TEMPORARY DAM SHALL BE CONSTRUCTED TO PROTECT AND MAINTAIN WATER RIGHTS AND TO PROTECT FISH LIFE DOWNSTREAM.
- DUE TO THE NATURE OF RECONSTRUCTION PROJECTS, THE EXACT EXTENT OF RECONSTRUCTION WORK CANNOT ALWAYS BE ACCURATELY DETERMINED PRIOR TO THE COMMENCEMENT OF WORK. THE CONSTRUCTION DOCUMENTS HAVE BEEN PREPARED BASED ON FIELD INSPECTIONS AND OTHER AVAILABLE INFORMATION. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATIONS TO THE CONSTRUCTION DETAILS AND WORK QUANTITIES.
- THE OWNER HAS OBTAINED PERMITS FOR THIS PROJECT FROM APPROPRIATE REGULATORY AGENCIES. PERMIT CONDITIONS SHALL BE CONSIDERED A PART OF THIS WORK AND SHALL BE STRICTLY ADHERED TO, INCLUDING NOTIFICATION AND SIGN POSTING REQUIREMENTS. COPIES OF PERMITS ARE AVAILABLE FROM THE ESSEX COUNTY COMMUNITY RESOURCES IN ELIZABETHTOWN, NY AND ARE PROVIDED IN THE BID SPECIFICATION (PROJECT CONSTRUCTION MANUAL). THE CONTRACTOR SHALL BE RESPONSIBLE FOR SIGN POSTING AND NOTIFICATION REQUIREMENTS PER THE PERMIT CONDITIONS.
- UNDERGROUND PIPELINE AND UTILITY LOCATIONS, IF INDICATED, ARE BASED ON VISUAL EVIDENCE ABOVE EXISTING GRADE AND ARE APPROXIMATE ONLY. THE LOCATIONS OF ALL UTILITIES SHALL BE DETERMINED PRIOR TO COMMENCING CONSTRUCTION AND PROTECTED OR REROUTED AS REQUIRED TO PREVENT DAMAGE OR INTERRUPTION OF UTILITY SERVICE.
- SUBMITTALS:** THE CONTRACTOR SHALL SUBMIT MIN. (5) COPIES OF SHOP DRAWINGS AND SUBMITTALS FOR THE FOLLOWING ITEMS FOR REVIEW BY ESSEX COUNTY AND THE ENGINEER, IN LIEU OF (5) HARD COPIES, (1) COPY OF SHOP DRAWINGS AND SUBMITTALS MAY BE TRANSMITTED ELECTRONICALLY. NO FABRICATION OF THESE ITEMS SHALL BE PERMITTED UNTIL THE SUBMITTALS HAVE BEEN REVIEWED AND ACCEPTED.
  - PRESTRESSED SLAB UNIT CALCULATIONS
  - PRESTRESSED SLAB UNIT SHOP DRAWINGS
  - ELASTOMERIC BEARING PADS
  - POST-TENSIONING SYSTEM TENDONS AND ANCHORS
  - CONCRETE MIX DESIGNS
  - CONCRETE REINFORCING STEEL SHOP DRAWINGS
  - SILT FENCE
  - ADHESIVE GROUT
  - JOINT SEALANTS AND CAULKING
  - BRIDGE RAIL AND GUIDE RAIL SHOP DRAWINGS
  - DEWATERING PLAN
  - BACKFILL AND SUBBASE MATERIAL
  - DRAINAGE BOARD
  - ARMORLESS JOINT MATERIALS
  - SEALANTS AND PENETRATING SEALER
  - STORM DRAINAGE PIPING
  - PRECAST CONCRETE SEGMENTAL BLOCK RETAINING WALL SHOP DRAWINGS
  - PRECAST CONCRETE SEGMENTAL BLOCK RETAINING WALL DESIGN CALCULATIONS AND INSTALLATION MANUAL
  - GEOTEXTILE FABRICS
  - TRAFFIC CONTROL PLAN
  - TEMPORARY EARTH SHORING PLAN(S)
  - DEWATERING PLAN
  - EMERGENCY OPERATION PLAN
- REFER ALSO TO DRAWING C-404 FOR ADDITIONAL REQUIRED SUBMITTALS FOR THE WATERMAIN INSTALLATION WORK.
- THE WORK SHALL CONFORM WITH THE REQUIREMENTS OF NYSOT SPEC SECTION 107–05 – "SAFETY AND HEALTH REQUIREMENTS" AT ALL TIMES.

## SURVEY NOTES

- THE LAYOUT OF ALL WORK FOR THE PROJECT SHALL BE COMPLETED BY A LICENSED SURVEYOR RETAINED BY THE CONTRACTOR.
- WALL LAYOUT CONSTRUCTION BASELINE STATIONING INDICATED ON THE DRAWINGS WAS DERIVED USING REDI-ROCK, AS MANUFACTURED BY CARROLL CONCRETE CO., NEWPORT, NEW HAMPSHIRE AS A BASIS FOR DESIGN. OTHER PRECAST CONCRETE SEGMENTAL BLOCK RETAINING WALL SYSTEMS MAY BE PROPOSED AS EQUIVALENTS SUBJECT TO REVIEW BY THE OWNER AND ENGINEER. IF OTHER SUCH SYSTEMS ARE PROPOSED AND THE SUGGESTED WALL SYSTEM RADI AND STEP LOCATIONS DEVIATE FROM THE CONSTRUCTION BASELINE LAYOUT INFORMATION SHOWN ON DRAWINGS C.201 THRU C.203 THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING PLAN, ELEVATION AND WALL SECTION DRAWINGS INDICATING THE LOCATION OF ALL PERTINENT WALL DIMENSIONS WITH REGARD TO THE APPROPRIATE CONSTRUCTION BASELINE STATIONING FOR REVIEW BY THE ENGINEER.

## RIPRAP NOTES

- ALL RIPRAP SHALL BE SOUND CLEAN ANGULAR STONE OF THE SIZES INDICATED ON THE DRAWINGS. RIPRAP SHALL BE FREE OF ORGANIC MATERIALS, DEBRIS, SOIL AND OTHER DELETERIOUS MATTER.
- STONE SIZES SHALL CONFORM TO THE REQUIREMENTS OF NYSOT STANDARD SPECIFICATION SECTION 620 AND SHALL BE ORDERED WITHIN THE LIMITS INDICATED WITH SUFFICIENT SMALLER STONE TO FILL THE VOIDS BETWEEN LARGER STONES. ALL RIPRAP SHALL BE MACHINE OR HAND PLACED AND HAND CHINKED TO PROVIDE A UNIFORM FINISH SURFACE TRUE TO THE GRADES INDICATED ON THE DRAWINGS. STONE SIZES SHALL BE EVENLY DISTRIBUTED THROUGHOUT.
- THE MINIMUM LAYER THICKNESS SHALL BE AS INDICATED ON THE DRAWINGS.

## STORM SEWER NOTES

- STORM SEWER PIPING SHALL BE SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE IN ACCORDANCE WITH NYSOT STANDARD SPECIFICATION 603.

## DEMOLITION AND REMOVAL NOTES

- THE CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL DEMOLITION QUANTITIES AND CONDITIONS WHICH MAY EFFECT THE WORK AND SHALL INCLUDE IN HIS BID ALL COSTS ASSOCIATED WITH THE REQUIRED DEMOLITION OF THE EXISTING STRUCTURES.
- DURING DEMOLITION AND REMOVAL OPERATIONS, DO NOT DROP WASTE CONCRETE, TIMBER, STEEL, DEBRIS OR OTHER MATERIAL INTO THE AREA BELOW THE BRIDGE. PLATFORMS, NETS, SCREENS OR OTHER PROTECTIVE DEVICES SHALL BE USED TO CATCH DEMOLITION DEBRIS. IF, IN THE OPINION OF THE CONTRACTOR, ADEQUATE PROTECTION DEVICES ARE NOT BEING EMPLOYED, THE WORK SHALL BE SUSPENDED UNTIL ADEQUATE PROTECTION IS PROVIDED. ANY DEBRIS FALLING INTO THE WATERWAY SHALL BE PROMPTLY REMOVED.
- THE CONTRACTOR SHALL EXERCISE DUE CARE SUCH THAT ANY MATERIALS THAT ARE TO REMAIN IN PLACE OR THAT WILL BE SALVAGED WILL NOT BE DAMAGED. ANY SUCH ITEMS DAMAGED DURING THE COURSE OF WORK SHALL BE REPLACED OR REPAIRED TO THE SATISFACTION OF ESSEX COUNTY AT THE EXPENSE OF THE CONTRACTOR.
- UNLESS SPECIFICALLY NOTED OTHERWISE, ALL ITEMS TO BE REMOVED IN THE CONTRACT SHALL BE DISPOSED OF OFF-SITE IN A LEGAL MANNER.
- ALL ITEMS INDICATED TO BE SALVAGED SHALL BE DELIVERED TO THE TOWN OF KEENE HIGHWAY DEPARTMENT GARAGE AND OFF-LOADED BY THE CONTRACTOR, UNLESS OTHERWISE INDICATED.
- THE PAINT SYSTEM ON THE EXISTING SUPERSTRUCTURE FRAMING AND BRIDGE RAILS HAS NOT BEEN TESTED TO DETERMINE THE PRESENCE OF LEAD, ASBESTOS, OR OTHER HAZARDOUS MATERIALS, BUT MAY CONTAIN SUCH MATERIALS DUE TO THE AGE OF THE EXISTING STRUCTURE. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS, INCLUDING TESTING OF THE EXISTING PAINT SYSTEM FOR HAZARDOUS MATERIALS, AS THEY DEEM APPROPRIATE AND NECESSARY TO PROTECT THEIR WORKERS AT ALL TIMES DURING DEMOLITION OPERATIONS.

## EARTHWORK NOTES

- EXCAVATION SHALL BE TO ELEVATIONS INDICATED WITH A TOLERANCE OF PLUS OR MINUS 1". EXCAVATIONS SHALL BE OF SUFFICIENT SIZE FOR PLACING AND REMOVING FORMS, AS WELL AS INSPECTIONS.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL STAKE OUT ALL IMPROVEMENTS AND VERIFY GRADES AND ELEVATIONS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- BACKFILL MATERIALS SHALL BE SELECT STRUCTURAL FILL CONFORMING WITH NYSOT SPEC SECTION 203. ALL BACKFILL SHALL BE PLACED IN MAXIMUM 12" LIFTS AND COMPACTED TO 95% OF THE MAXIMUM DENSITY AS ESTABLISHED THROUGH THE MODIFIED PROCTOR COMPACTION TEST PER ASTM D1557.
- SUBBASE COURSE MATERIAL SHALL BE A TYPE 2 SUBBASE CONFORMING WITH NYSOT SPEC. SECTIONS 304 AND 733–04.
- MATERIAL STOCKPILES, IF REQUIRED, SHALL BE LOCATED WHOLLY WITHIN THE WORK AREA. ADDITIONAL SILT FENCES SHALL BE PROVIDED AT THE BASE OF ALL STOCKPILES AND AS DIRECTED IN THE FIELD BY THE ENGINEER OR THE OWNER.
- ALL TRENCHES AND OTHER EXCAVATED SIDE SLOPES INDICATED ON THE DRAWINGS ARE DIAGRAMMATIC ONLY AND ARE NOT INTENDED TO INDICATE A STABLE EXCAVATION SLOPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ADEQUACY AND STABILITY OF ALL EXCAVATION SLOPES, SHEETING, SHORING, TRENCH BOXES, AND ANY OTHER MEANS REQUIRED FOR A SAFE WORK ENVIRONMENT AND FOR PROTECTION OF ADJACENT ROADWAYS AND OTHER STRUCTURES. ALL EXCAVATION WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE FOLLOWING REGULATORY AGENCIES:
  - SUBPART 23–4, "EXCAVATION OPERATIONS", OF NEW YORK DEPARTMENT OF LABOR INDUSTRIAL CODE RULE 23.
  - SUBPART P, "EXCAVATIONS" OF THE UNITED STATES DEPARTMENT OF LABOR OSHA REGULATIONS FOR CONSTRUCTION.
  - ALL OTHER MUNICIPAL, COUNTY, STATE OR FEDERAL AGENCIES, REGULATIONS OR LAWS PERTAINING TO EXCAVATION SAFETY AS MAY APPLY AT THE WORK SITE.

THE MORE STRINGENT PROVISION IN EACH OF THE ABOVE CODES SHALL APPLY. THESE PROVISIONS SHALL BE CONSIDERED MINIMUM REQUIREMENTS AND SHALL BE INCREASED IF NECESSARY TO PROVIDE SAFE WORKING CONDITIONS.
- ALL NEW GRADES SHALL BE BLENDED SMOOTHLY WITH EXISTING GRADES TO PROVIDE A SMOOTH TRANSITION BETWEEN NEW GRADING AND EXISTING SURFACES TO REMAIN.
- GEOTEXTILE FABRIC SHALL COMPLY WITH NYSOT STANDARD SPEC. SECTION 737–01. ALL FABRIC SHALL APPEAR ON THE NYSOT LIST OF APPROVED MATERIALS FOR THE USAGE INDICATED.
- THE OWNER SHALL RETAIN AN INDEPENDENT QUALIFIED GEOTECHNICAL TESTING AGENCY TO PERFORM SOIL COMPACTION TESTING. SUBMIT ONE COPY OF ALL TEST REPORTS TO THE OWNER AND THE ENGINEER. FIELD IN-PLACE DENSITY TESTS SHALL BE PERFORMED BY EITHER ASTM D1556 (SAND CONE METHOD) OR ASTM D2922 (NUCLEAR METHOD). TESTS SHALL BE PERFORMED IN ALL BACKFILL, ONE TEST PER 250 SQUARE FEET OF BACKFILL SURFACE, MINIMUM (2) TESTS PER LIFT.
- TOPSOIL, SEEDING AND MULCHING SHALL COMPLY WITH NYSOT STANDARD SPEC. SECTION 713.
- CONTRACTOR SHALL NOTE THAT AMBIENT AIR TEMPERATURE DURING THE CONSTRUCTION PERIOD FOR THIS PROJECT MAY BE BELOW FREEZING. CONTRACTOR SHALL PROTECT ALL SUBGRADES AND PREVIOUSLY INSTALLED BACKFILL LIFTS FROM FREEZING. COSTS FOR ALL BLANKETS, GROUND HEATERS OR OTHER ACCEPTABLE METHODS AS REQUIRED TO PROTECT IN-PLACE SOILS FROM FREEZING SHALL BE INCLUDED IN HIS BID. THE PLACEMENT OF FILL MATERIALS ON FROZEN SOILS OR USE OF FROZEN BACKFILL MATERIALS IS STRICTLY PROHIBITED.
- SURPLUS NATIVE STREAMBED MATERIAL CONSISTING OF CLEAN COBBLES, GRAVEL, AND SAND SHALL BE DELIVERED TO THE TOWN OF KEENE HIGHWAY DEPARTMENT GARAGE. PRIOR TO MOVING ANY SURPLUS MATERIAL FROM THE SITE, THE OWNER SHALL RETAIN A TESTING LABORATORY TO COLLECT REPRESENTATIVE SAMPLES FOR ANALYSIS FOR GRAIN SIZE DISTRIBUTION AND TOTAL ORGANIC CARBON IN ACCORDANCE WITH 6 NYCRR PART 360.12 BENEFICIAL USE, SUB-PART (C)(1)(iv) PRE-DETERMINED BENEFICIAL USES OF NAVIGABLE DREDGE MATERIAL (NDM).

## TREE REMOVAL NOTES

- ALL TREE AND BRUSH REMOVAL WORK SHALL BE BY THE CONTRACTOR AND SHALL INCLUDE ONLY TREES INDICATED FOR REMOVAL ON THE DRAWINGS.
- A SURVEY FOR THE PRESENCE OF BATS IN THE VICINITY OF THE TREES TO BE REMOVED SHALL BE PERFORMED BY THE COUNTY THE NIGHT PRIOR TO THE CUTTING OF ANY TREES. THE CONTRACTOR SHALL PROVIDE AT LEAST FOUR WORKING DAYS NOTICE TO THE COUNTY BEFORE TREE CUTTING WORK IS SCHEDULED TO BE PERFORMED. NO CUTTING OF TREES SHALL BE PERFORMED BEFORE THE BAT CONSULTANT ADVISES THE CONTRACTOR THAT NO BATS ARE PRESENT IN THE WORK AREA.

## CONCRETE NOTES

- CAST-IN-PLACE CONCRETE FOR THE FOR THE ABUTMENTS AND WINGWALLS SHALL CONFORM TO NYSOT SPEC. SECTION 501, CLASS A.
- HIGH PERFORMANCE CONCRETE FOR THE APPROACH SLABS AND BRIDGE DECK TOPPING SLAB CONSTRUCTION SHALL BE IN STRICT CONFORMANCE WITH THE REQUIREMENTS OF NYSOT SPEC. SECTIONS 501, CLASS HP.
- CONCRETE WORK SHALL BE PERFORMED IN STRICT CONFORMANCE WITH THE REQUIREMENTS OF NYSOT SPEC. SECTION 555, "STRUCTURAL CONCRETE" AND NYSOT SPEC. SECTION 557 "SUPERSTRUCTURE SLABS, SIDEWALKS ON BRIDGES AND STRUCTURAL APPROACH SLABS".
- CONTRACTOR TO NOTE THAT AMBIENT AIR TEMPERATURE DURING THE PERIOD ANTICIPATED FOR CONSTRUCTION OF CONCRETE WORK FOR THIS PROJECT MAY REQUIRE PROVISIONS FOR COLD WEATHER CONCRETING. CONTRACTOR SHALL INCLUDE IN HIS BID ALL LABOR AND MATERIALS NECESSARY FOR SUCH COLD WEATHER CONCRETING PROVISIONS.
- APPROACH SLAB AND BRIDGE DECK WEARING SURFACES SHALL BE TEXTURED WITH LONGITUDINAL SAW CUT GROOVING. TEXTURING SHALL BE APPLIED IN STRICT CONFORMANCE WITH THE REQUIREMENTS OF NYSOT SPEC. SECTION 558.
- SIDEWALK SURFACE SHALL RECEIVE A TRANSVERSE STIFF BROOM FINISH IN ACCORDANCE WITH NYSOT SPEC. SECTION 557.
- ALL REINFORCING STEEL SHALL BE EPOXY COATED IN CONFORMANCE WITH THE REQUIREMENTS OF NYSOT SPEC SECTION 709–04. UNLESS NOTED OTHERWISE, REINFORCING STEEL SHALL BE PLACED IN CONFORMANCE WITH THE REQUIREMENTS OF NYSOT SPEC. SECTION 556.
- ADHESIVE FOR GROUTING REINFORCING DOWELS INTO EXISTING CONCRETE SHALL BE HILTI HY 150 INJECTION ADHESIVE AS MANUFACTURED BY HILTI CORP. OR EQUIVALENT.
- NON-SHRINK GROUT SHALL BE "5-STAR" GROUT AS MANUFACTURED BY FIVE STAR PRODUCTS, INC. OR EQUIVALENT. MIX AND PLACE GROUT IN CONFORMANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- THE OWNER SHALL RETAIN A TESTING LABORATORY CERTIFIED BY THE NYS DEPARTMENT OF TRANSPORTATION TO CONDUCT CONCRETE TESTING DURING CONSTRUCTION. REPRESENTATIVES OF THE TESTING LABORATORY SHALL BE PRESENT ON-SITE DURING ALL CONCRETE PLACEMENT OPERATIONS AS SPECIFIED IN NYSOT SPEC. SECTION 555. THE FOLLOWING TESTING SHALL BE PERFORMED:
  - SAMPLING FRESH CONCRETE: ASTM C172 EXCEPT AS MODIFIED FOR SLUMP TO COMPLY WITH ASTM C94.
  - SLUMP: ASTM C143, ONE TEST AT THE POINT OF DISCHARGE FOR EACH SET OF COMPRESSIVE TEST SPECIMENS, PERFORM ADDITIONAL TESTS WHEN THE CONSISTENCY OF THE CONCRETE APPEARS TO CHANGE.
  - AIR CONTENT: ASTM C173, VOLUMETRIC METHOD OR ASTM C231, PRESSURE METHOD FOR EACH SET OF COMPRESSIVE TEST SPECIMENS.
  - CONCRETE TEMPERATURE: ASTM C1064 FOR EACH SET OF COMPRESSIVE TEST SPECIMENS. TEST HOURLY WHEN AIR TEMPERATURE FALLS BELOW 40 DEG. F. OR WHEN AIR TEMPERATURE EXCEEDS 80 DEG. F.
  - COMPRESSIVE TEST SPECIMENS: ASTM C31 ONE SET OF 4 STANDARD CYLINDERS FOR EACH COMPRESSIVE STRENGTH TEST. MOLD AND STORE CYLINDERS FOR LABORATORY CURED TEST SPECIMENS.
  - COMPRESSIVE STRENGTH TESTS: ASTM C39, ONE SET FOR EACH DAY'S PLACEMENT EXCEEDING 5 CU. YDS. PLUS ONE ADDITIONAL SET FOR EACH ADDITIONAL 20 CU. YDS. PLACED IN ANY ONE DAY. TEST ONE SAMPLE AT 7 DAYS AND TWO AT 28 DAYS, WITH ONE SAMPLE HELD IN RESERVE FOR LATER TESTING. WHEN FREQUENCY OF TESTING WILL PROVIDE LESS THAN 5 STRENGTH TESTS CONDUCT ADDITIONAL TESTS FROM RANDOMLY SELECTED BATCHES.
  - TEST REPORTS: TEST RESULTS WILL BE REPORTED IN WRITING TO ESSEX CO. DPW AND TO THE ENGINEER WITHIN 24 HOURS OF THE TESTS. REPORTS SHALL CONTAIN THE PROJECT IDENTIFICATION NAME AND NUMBER, DATE OF PLACEMENT, NAME OF THE TESTING SERVICE, CONCRETE TYPE AND CLASS, LOCATION OF THE CONCRETE IN THE STRUCTURE, DESIGN COMPRESSIVE STRENGTH, BATCH PROPORTIONS AND MATERIALS, COMPRESSIVE BREAKING STRENGTH AND TYPE OF BREAK FOR BOTH 7 AND 28 DAYS TESTS.
- SILICONE JOINT SEALANT MATERIAL SHALL BE IN STRICT CONFORMANCE WITH THE REQUIREMENTS OF NYSOT SPECIAL SPEC. ITEM 567.51010003.
- UPON COMPLETION OF THE BRIDGE DECK CONSTRUCTION, ALL TOP OF DECK SURFACES, VERTICAL DECK FASCIA SURFACES, SIDEWALKS AND EXPOSED CURB SURFACES SHALL BE COATED WITH A PENETRATING TYPE PROTECTIVE SEALER APPLIED IN ACCORDANCE WITH SEALER MANUFACTURER'S RECOMMENDATIONS. THE PENETRATING SEALER SHALL BE ON THE NYSOT LIST OF APPROVED MATERIALS AND SHALL COMPLY WITH NYSOT STANDARD SPECIFICATION SECTION 717–03.

## BRIDGE RAIL AND GUIDERAIL NOTES

- GUIDERAIL SHALL COMPLY NYSOT SPEC. SECTIONS 606 AND 710–21.
- FABRICATION AND INSTALLATION OF GUIDERAIL SHALL COMPLY WITH NYSOT STANDARD DETAIL SHEET 606–04, BOX BEAM GUIDERAIL.
- FABRICATION AND INSTALLATION OF BRIDGE RAIL SHALL COMPLY WITH THE NYSOT BRIDGE DESIGN DETAIL SHEETS REFERENCED ON THE DRAWINGS.
- BRIDGE RAIL SUPPLIER SHALL SUPPLY ANCHORS FOR THE BRIDGE RAIL. COORDINATE ANCHOR SPACING AND LOCATION WITH THE CONTRACTOR.
- ANCHOR ROD MATERIAL SHALL CONFORM TO ASTM F1554, GRADE 36 MATERIAL. ANCHORS SHALL BE SUPPLIED WITH HEAVY HEX NUTS CONFORMING TO ASTM A563 AND HARDENED CARBON STEEL WASHERS CONFORMING TO ASTM F436.
- ALL STEEL SHAPES, PLATES, ETC. FOR THE GUIDERAIL AND BRIDGE RAIL SHALL BE HOT-DIP GALVANIZED CONFORMING WITH ASTM A123 AND NYSOT SPEC. SECTION 719–01. REPAIRS TO DAMAGED GALVANIZING SHALL COMPLY WITH NYSOT SPEC. SECTION 719–01.
- STEEL BOLTS, NUTS, WASHERS AND MISC. HARDWARE SHALL BE HOT DIP GALVANIZED CONFORMING WITH ASTM A153 AND NYSOT SPEC. SECTION 719–01.

## DEWATERING NOTES

- DEWATERING FACILITIES SHALL BE PROVIDED BY THE CONTRACTOR TO DEWATER AREAS WHERE EXCAVATION WORK WILL BE PERFORMED AS NECESSARY TO COMPLETELY DEWATER WORK FOR NEW ABUTMENT CONSTRUCTION, RETAINING WALL CONSTRUCTION, AND CHANNEL EXCAVATION.
- THE CONTRACTOR SHALL RETAIN A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN NEW YORK STATE TO DESIGN A DEWATERING SYSTEM FOR THE PROJECT. THE CONTRACTOR SHALL SUBMIT A DEWATERING PLAN, SEALED AND SIGNED BY THEIR PROFESSIONAL ENGINEER, WHICH SHALL INDICATE PROPOSED COFFERDAM SIZES, LOCATIONS AND MATERIALS, PROPOSED DIVERSION PUMP SIZES AND LOCATIONS, PIPING SIZES AND OTHER ELEMENTS OF THE DEWATERING SYSTEM. THE DEWATERING PLAN SHALL BE DESIGNED TO PROVIDE A STABLE EXCAVATION DEWATERED TO A LEVEL BELOW THE BOTTOM OF FOOTING AND PILE CAP ELEVATIONS. THE CONTRACTOR SHALL SUBMIT THE DEWATERING PLAN, INCLUDING CALCULATIONS, SIGNED AND SEALED BY THE DEWATERING DESIGN ENGINEER, FOR REVIEW AND ACCEPTANCE BY ESSEX COUNTY AND THE NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, BEFORE COMMENCING ANY EXCAVATION OR DEMOLITION WORK FOR THE PROJECT.
- THE DEWATERING SYSTEM DESIGN SHALL INCLUDE PUMPS TO DISCHARGE WATER FROM THE EXCAVATION AREA TO SEDIMENT FILTRATION BAGS ENCLOSED WITHIN A SILT FENCE TO BE INSTALLED AT LOCATIONS INDICATED ON THE SITE PLAN.
- THE CONTRACTOR SHALL PROVIDE A STANDBY PUMP OF EQUAL CAPACITY TO THE PUMPS TO BE USED IN THE DEWATERING SYSTEM.

## MAINTENANCE AND PROTECTION OF TRAFFIC NOTES

- THE CONTRACTOR SHALL SUBMIT A MAINTENANCE AND PROTECTION OF TRAFFIC PLAN DETAILING ANY AND ALL TEMPORARY CHANGES IN EXISTING TRAFFIC PATTERNS NECESSARY TO FACILITATE CONSTRUCTION OF THE PROJECT. THE PLAN SHALL INCLUDE THE TYPES AND LOCATIONS OF ALL PROPOSED SIGNAGE AND TRAFFIC CONTROL DEVICES, PROPOSED TRAFFIC FLOW PATHS AND SIMILAR ITEMS. THE PLAN SHALL BE PREPARED AND ALL SIGNS AND DEVICES IN ACCORDANCE WITH ALL APPLICABLE REQUIREMENTS OF MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2009 EDITION WITH REVISION NUMBERS 1 AND 2 INCORPORATED, DATED MAY 2012.
- THE EXISTING BUCKS LANE BRIDGE AND APPROACH ROADWAYS SHALL BE CLOSED TO TRAFFIC DURING THE COURSE OF WORK FOR THE CONSTRUCTION OF THE NEW BRIDGE AND APPROACH ROADWAYS.
- THE SAFE MAINTENANCE AND PROTECTION OF TRAFFIC, VEHICULAR AND PEDESTRIAN, IN AND AROUND THE SITE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR DURING THE COURSE OF THE WORK.
- WORK SHALL CONFORM TO THE NYSOT STANDARD SPECIFICATIONS FOR WORK ZONE TRAFFIC CONTROL SECTION 619 AND CONSTRUCTION SIGNING SHALL CONFORM TO THE STANDARDS IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ADEQUATE PEDESTRIAN ACCESS MUST BE MAINTAINED THROUGHOUT THE COURSE OF CONSTRUCTION, IN PARTICULAR ALONG BUCKS LANE ON THE EAST SIDE OF GULF BROOK DURING BRIDGE CLOSURE AND CONSTRUCTION OF THE BRIDGE.
- NO STAGING OF EQUIPMENT OR MATERIALS ON THE EAST SIDE OF THE BRIDGE IS ALLOWED.
- LABORATORY CONCRETE BARRIERS AND LIGHTED CLOSURE BARRICADES SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR AT EACH END OF THE CLOSED ROADWAY DURING BRIDGE CONSTRUCTION AND AT THE EDGE OF NEW YORK ROUTE 9N WHEN CONDUCTING CONSTRUCTION AND MATERIAL STAGING FOR CHANNEL EXCAVATION AND WALL CONSTRUCTION IN THE VICINITY OF THE ROUTE 9N BRIDGE. CONTRACTOR SHALL PROVIDE A SMALL UTILITY VEHICLE OR GOLF CART WITH 4 SEATS, CAP AND BED OR OTHER CARGO HOLD FOR RESIDENTS OF BUCKS LANE TO USE DURING CONSTRUCTION.

## ELASTOMERIC BEARING NOTES

- ELASTOMERIC BRIDGE BEARINGS SHALL BE NYSOT TYPE "EL" CONFORMING WITH NYSOT STANDARD SPECIFICATION SECTION 565 AND 716–11 AND BRIDGE DESIGN DETAIL SHEET BD–BG1E.
- ALL ELASTOMER SHALL BE 50 DUROMETER ON THE SHORE "A" SCALE.
- ANCHOR RODS SHALL BE DRILLED AND GROUTED IN CONFORMANCE WITH NYSOT STANDARD SPECIFICATION SECTIONS 586–2 AND 586–3.
- PREMOULDED RESILIENT JOINT FILLER SHALL BE IN CONFORMANCE WITH NYSOT STANDARD SPECIFICATION SECTION 705–07.
- ASPHALT FILLER AROUND EXPANSION END ANCHOR DOWELS SHALL BE IN CONFORMANCE WITH NYSOT STANDARD SPECIFICATION SECTION 702–0700.
- CONCRETE GROUTING MATERIAL AROUND FIXED END ANCHOR DOWELS SHALL BE IN CONFORMANCE WITH NYSOT STANDARD SPECIFICATION SECTIONS 721–03, 721–01, 701–05 OR 701–06.

## ARMORLESS JOINT SYSTEM NOTES

- ELASTOMERIC CONCRETE HEADER MATERIAL AND PREFORMED CLOSED–CELL FOAM SEALS FOR THE DECK JOINTS AT EACH END OF THE BRIDGE SHALL COMPLY WITH THE REQUIREMENTS INDICATED FOR ARMORLESS BRIDGE JOINT SYSTEMS IN NYS STANDARD SPECIFICATION SECTION 705–04 FOR SYSTEMS WITH PREFORMED CLOSED–CELL FOAM MATERIAL AND SHALL BE LISTED ON THE NYSOT APPROVED LIST FOR THIS TYPE OF SYSTEM.
- THE JOINT OPENING WIDTH SHALL BE FIELD VERIFIED AND THE FOAM SEAL WIDTH AND DEPTH SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS FOR THE MEASURED JOINT OPENING.
- THE PREPARATION OF ALL SURFACES TO RECEIVE THE JOINT HEADER MATERIALS AND THE INSTALLATION OF ALL HEADER AND SEAL MATERIALS SHALL BE IN STRICT ACCORDANCE WITH ALL MANUFACTURER'S INSTALLATION REQUIREMENTS FOR A WATERTIGHT INSTALLATION.
- FOAM JOINT SEALS SHALL BE PREFABRICATED TO CONFORM TO THE GEOMETRIC REQUIREMENTS OF THE BRIDGE CROSS–SECTION FOR A ONE–PIECE CONTINUOUS FOAM SEAL INSTALLATION.
- THE SUPPLIER SHALL PROVIDE A REPRESENTATIVE FOR TECHNICAL ASSISTANCE AT THE JOB SITE AT ALL TIMES DURING INSTALLATION OF THE JOINT SYSTEM. NO INSTALLATION OF NEW MATERIALS SHALL BE PERMITTED PRIOR TO RECEIVING ACCEPTANCE OF THE SUBSTRATE PREPARATION BY THE MANUFACTURER'S REPRESENTATIVE.
- ALLOWABLE AMBIENT TEMPERATURES FOR JOINT SYSTEM INSTALLATION SHALL CONFORM STRICTLY TO ALL MANUFACTURER'S REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE TEMPORARY HEAT OR COOLING OF THE WORK AREA IN A MANNER ACCEPTABLE TO THE ENGINEER TO MAINTAIN APPROPRIATE AMBIENT AND SUBSTRATE TEMPERATURES THROUGHOUT THE INSTALLATION AND CURING PERIODS.

## BRIDGE SUPERSTRUCTURE NOTES

- THE BRIDGE DECK SYSTEM SHALL CONSIST OF PRECAST PRESTRESSED CONCRETE VOIDED SLAB UNITS WITH CAST-IN-PLACE CONCRETE TOPPING SLAB. THE BRIDGE DECK SYSTEM SHALL COMPLY WITH THE REQUIREMENTS OF NYSOT STANDARD SPECIFICATION SECTION 563, NYSOT BRIDGE DETAIL SHEETS BD–PA1E THRU BD–PA10E, THE NYSOT PRECAST CONCRETE CONSTRUCTION MANUAL (PCCM) AND THE AASHTO LRFD BRIDGE DESIGN SPECIFICATION. THE SLAB UNITS SHALL BE POST-TENSIONED AFTER INSTALLATION.
- DESIGN LOADS FOR THE BRIDGE DECK SYSTEM SHALL BE AS FOLLOWS:
  - VEHICULAR LIVE LOAD: HL–93 – DESIGN TRUCK OR DESIGN TANDEM AND DESIGN LANE LOAD.
  - DEAD LOADS: PER AASHTO REQUIREMENTS PLUS 20 PSF ALLOWANCE FOR FUTURE ASPHALT WEARING SURFACE.
- DEFLECTION CHECK SHALL BE INCLUDED IN THE DESIGN CALCULATIONS. MAXIMUM DEFLECTION UNDER VEHICULAR LIVE LOAD SHALL BE L/800.
- THE PRECAST CONCRETE SUPPLIER SHALL MEET OR EXCEED THE REQUIREMENTS OF THE PCCM AND SHALL BE A MEMBER OF THE PRECAST/PRESTRESSED CONCRETE INSTITUTE. THE SUPPLIER SHALL BE REGULARLY ENGAGED IN THE DESIGN AND FABRICATION OF PRECAST PRESTRESSED CONCRETE BRIDGE UNITS FOR A MINIMUM OF 5 YEARS.
- ALL PRECAST PRESTRESSED CONCRETE UNITS SHALL BE FABRICATED AND INSTALLED IN STRICT ACCORDANCE WITH ALL AASHTO AND PCCM REQUIREMENTS.
- THE BRIDGE DECK SOLID SLAB UNITS SHALL BE TRANSVERSELY POST-TENSIONED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PCCM AND AS SHOWN ON THE DRAWINGS.
- THE PRECAST CONCRETE SUPPLIER SHALL DESIGN ALL PRECAST MEMBERS UNDER THE DIRECT SUPERVISION AND CONTROL OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN NEW YORK STATE. ALL SHOP DRAWINGS AND CALCULATION SUBMITTALS SHALL BE SEALED AND SIGNED BY THE LICENSED DESIGN ENGINEER.
- NON-PRESTRESSED REINFORCING STEEL EPOXY COATED.

## TEMPORARY EARTH SUPPORT SYSTEM NOTES

- TEMPORARY EARTH SUPPORT SYSTEMS WILL BE REQUIRED FOR THE SAFE EXCAVATION AND CONSTRUCTION OF THE RETAINING WALL IN THE VICINITY OF THE EXISTING RESIDENTIAL STRUCTURE. THE CONTRACTOR MAY ALSO DEEM THAT A TEMPORARY EARTH SUPPORT SYSTEM WILL BE REQUIRED FOR THE SAFE EXCAVATION AND CONSTRUCTION OF THE EAST ABUTMENT OF THE BUCKS LANE BRIDGE. A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN NEW YORK STATE SHALL BE RETAINED BY THE CONTRACTOR TO DESIGN TEMPORARY EARTH SUPPORT SYSTEMS FOR THE EXCAVATION AND CONSTRUCTION OF THE RETAINING WALL AND IF DEEM NECESSARY, THE NEW BRIDGE SUBSTRUCTURE. THE CONTRACTOR SHALL SUBMIT A TEMPORARY EARTH SUPPORT SYSTEM PLAN AND DESIGN CALCULATIONS FOR REVIEW. THE SUBMITTAL SHALL INCLUDE ASSUMPTIONS MADE REGARDING SOIL PROPERTIES, GEOMETRY OF THE EXCAVATION, LATERAL PRESSURE DIAGRAMS, LOCATIONS AND MAGNITUDES OF ALL SURCHARGE LOADS, DEFLECTION ANALYSIS AND A PROPOSED MONITORING PROGRAM FOR THE CONSTRUCTION PERIOD.
- EACH COMPONENT OF THE EXCAVATION SUPPORT SYSTEM SHALL BE DESIGNED TO SUPPORT THE MAXIMUM COMBINATION OF LOAD THAT CAN OCCUR.
- THE TEMPORARY EARTH SUPPORT SYSTEM IS ANTICIPATED TO CONSIST OF DRIVEN OR DRILLED IN SOLDER PILES WITH LAGGING, OTHER SOIL SUPPORT OR MODIFICATION METHODS THAT MAY BE SUITED TO THE CONDITIONS AND CONTRACTOR'S CAPABILITIES AND EQUIPMENT ALL DEPEND UPON THE ACTUAL EXCAVATION LIMITS AND THE GRADE REQUIRED FOR THE PARTICULAR CONTRACTOR'S EQUIPMENT AND METHODS PLANNED.

		REVISIONS	
REV.	DATE	DESCRIPTION	
0	6/11/2019	ISSUED FOR BID	
1	6/27/2019	DESIGN REVISIONS	
2	7/23/2019	UPDATE NOTES	



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 DATE: 6/27/2019 ENG. BY: KAS/SRA  
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CLIENT NAME  
**ESSEX COUNTY COMMUNITY RESOURCES**  
 Elizabethtown, N.Y.

DRAWING TITLE  
**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II**

NOTES	
DRAWING NO.	SHT. 2_ OF 25_
<b>N-1</b>	
	REV. 2_



**PRECAST CONCRETE RETAINING WALL NOTES**

1. PRECAST CONCRETE RETAINING WALL SHALL BE A PRE-ENGINEERED PRECAST CONCRETE SEGMENTAL BLOCK RETAINING WALL SYSTEM UTILIZING SIMULATED STONE-FACED INTERLOCKING CONCRETE UNITS IN A GRAVITY OR REINFORCED WALL CONFIGURATION. THE WALL SYSTEM USED AS A BASIS FOR DESIGN WAS REDI-ROCK, AS MANUFACTURED BY CARROLL CONCRETE CO., NEWPORT, NEW HAMPSHIRE. OTHER PRECAST CONCRETE SEGMENTAL BLOCK RETAINING WALL SYSTEMS MAY BE PROPOSED AS EQUIVALENTS SUBJECT TO REVIEW BY THE OWNER.
2. THE WALL SYSTEMS SHALL BE CAPABLE OF RESISTING LATERAL EARTH LOADS FROM THE MAXIMUM GRADE SEPARATIONS INDICATED ON THE DRAWINGS PLUS 2.0 FT. OF EQUIVALENT SOIL HEIGHT SURCHARGE LOADING BEHIND THE WALL.
3. THE WALL SYSTEMS SHALL BE DESIGNED TO RESIST SUBMERGENCE TO THE DESIGN STORM EVENT HIGH WATER ELEVATIONS INDICATED ON DRAWING C.301 & C.302 PLUS ONE (1) FOOT OF ADDITIONAL SUBMERGENCE. THE WALL SYSTEMS SHALL ALSO BE DESIGNED TO RESIST THE EFFECTS OF WATER FLOW VELOCITY OF 12 FEET PER SECOND PARALLEL TO THE WALL FACE. WALL DESIGN CALCULATIONS SHALL INDICATE THE CAPABILITY OF THE WALL SYSTEM TO RESIST SUCH HYDRAULIC LOADING.
4. ALL WALL SYSTEMS UTILIZING SOLID OR FILLED CRIB TYPE UNITS SHALL BE DESIGNED USING WALL UNITS OF AT LEAST 41" DEEP (I.E. DIMENSIONS PERPENDICULAR TO THE FACE) FOR ALL UNITS LOCATED WHOLLY OR PARTIALLY BELOW THE DESIGN STORM EVENT WATER ELEVATIONS INDICATED ON DRAWING C.301 & C.302.
5. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PREPARED BY THE WALL SYSTEM SUPPLIER WHICH SHALL INDICATE PROPOSED WALL SYSTEM PLAN, SECTION AND ELEVATION VIEWS. CONTRACTOR SHALL ALSO SUBMIT THE MANUFACTURER'S DESIGN CALCULATIONS FOR THE WALL HEIGHTS AND CONFIGURATIONS TO BE CONSTRUCTED AND MANUFACTURER'S INSTALLATION MANUALS FOR THE WALL SYSTEM.
6. THE PRECAST CONCRETE SUPPLIER SHALL DESIGN ALL PRECAST WALL UNITS UNDER THE DIRECT SUPERVISION AND CONTROL OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN NEW YORK STATE. ALL SHOP DRAWINGS AND CALCULATION SUBMITTALS SHALL BE SEALED AND SIGNED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN NEW YORK STATE.
7. THE PRECAST CONCRETE SUPPLIER SHALL BE REGULARLY ENGAGED IN THE DESIGN AND FABRICATION OF PRECAST CONCRETE SEGMENTAL BLOCK RETAINING WALL SYSTEMS FOR A MINIMUM OF 5 YEARS.
8. TOP WALL UNITS AT ALL STEPS IN ELEVATION SHALL HAVE SIMULATED STONE FINISH AT ALL EXPOSED VERTICAL SURFACES.

**MUNICIPAL WATER SERVICE MAIN NOTES**

1. WATER SERVICE MAIN MATERIALS AND INSTALLATION SHALL CONFORM TO ALL TOWN OF KEENE REQUIREMENTS AND THESE DRAWINGS. ALL WATER FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MOST RECENT RULES, REGULATIONS, AND CONSTRUCTION STANDARDS OF AMERICAN WATER WORKS ASSOCIATION (AWWA), THE NEW YORK STATE DEPARTMENT OF HEALTH, AND THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION.
2. WATER SERVICE MAIN INSTALLATION SHALL BE SEQUENCED AS FOLLOWS:
  - (A) CONTRACTOR SHALL INSTALL TEMPORARY PEDESTRIAN BRIDGE PER THESE PLANS AND SPECIFICATIONS.
  - (B) CONTRACTOR SHALL INSTALL WATER SHUT OFF VALVES ON EITHER SIDE OF BUCKS LANE BRIDGE. TESTING & DISINFECTION FOLLOWING THE INSTALLATION OF THE NEW VALVES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR
  - (C) OWNER SHALL INSTALL TEMPORARY WATER SERVICE BETWEEN HYDRANTS LOCATED ALONG HURRICANE ROAD ON THE WEST SIDE OF GULF BROOK AND ALONG BUCKS LANE ON THE EAST SIDE OF GULF BROOK, WITH THE TEMPORARY BRIDGE SUPPORTING THE TEMPORARY WATER LINE. TESTING AND DISINFECTION OF THE TEMPORARY WATER SERVICE SHALL BE THE RESPONSIBILITY OF THE OWNER.
  - (D) CONTRACTOR SHALL PERFORM THE REMAINDER OF THE EXISTING WATER LINE REMOVAL WORK AND INSTALLATION OF THE NEW WATER SERVICE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
  - (E) TESTING AND DISINFECTION OF THE NEW WATER SERVICE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
  - (F) A REPRESENTATIVE OF THE TOWN WATER DEPARTMENT AND/OR OWNER SHALL BE ON SITE FOR ALL WATER LINE TESTING OPERATIONS.
3. WATER LINES SHALL BE TESTED IN ACCORDANCE WITH AWWA C600 REQUIREMENTS.
4. ALL WATER MAINS SHALL BE DISINFECTED IN ACCORDANCE WITH THE LATEST AWWA STANDARDS FOR THE DISINFECTION OF WATER MAINS DESIGNATION C-651. FOLLOWING FLUSHING, WATER SAMPLES SHALL BE COLLECTED FROM THE MAIN AND EACH BRANCH. FIRE HYDRANTS ARE NOT ACCEPTABLE SAMPLING POINTS. WATER SAMPLES SHALL BE COLLECTED AND THE MAIN SHALL NOT BE PLACED IN SERVICE UNTIL THE WATER HAS BEEN APPROVED AND NOTIFICATION THEREOF RECEIVED.
5. PROVIDE THRUST BLOCKS IN ACCORDANCE WITH THE THRUST BLOCK DETAIL INDICATED ON DRAWING C.501 AT ALL DUCTILE IRON FITTINGS.

**ROCK FILTER DAM NOTES**

REFER TO SHEET C.104 FOR ROCK FILTER DAM NOTES

**ROCK SLOPE + CHANNEL PROTECTION NOTES**

REFER TO SHEET C.401 FOR ROCK SLOPE & CHANNEL PROTECTION NOTES

**BOULDER CLUSTER NOTES**

REFER TO SHEET C.403 FOR BOULDER CLUSTER NOTES

**BOULDER CROSS VANE NOTES**

REFER TO SHEET C.403 FOR BOULDER CROSS VANE NOTES

**TEMPORARY BRIDGE NOTES**

1. THE TEMPORARY MODULAR PANEL TRUSS BRIDGE SHALL BE A MABEY UNIVERSAL SYSTEM PEDESTRIAN BRIDGE AS MANUFACTURED BY MABEY BRIDGE & SHORE, INC., OR APPROVED EQUIVALENT. BACKWALL HEIGHTS AND BEARING LOCATIONS MAY REQUIRE MODIFICATIONS FOR OTHER BRIDGE MANUFACTURERS.
2. DESIGN REQUIREMENTS: THE TEMPORARY PRE-ENGINEERED BRIDGE SUPERSTRUCTURE SYSTEM SHALL BE DESIGNED IN ACCORDANCE WITH THE CURRENT NEW YORK STATE STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES AND ALL ADDENDA THERETO TO ACCOMMODATE THE FOLLOWING CRITERIA:
  - A. DEAD LOAD
  - B. PEDESTRIAN LIVE LOAD: 90 PSF. VEHICULAR LIVE LOAD: DESIGN TRUCK HS MAINTENANCE VEHICLE.
  - C. ADDITIONAL FORCES AS DEFINED BY AASHTO, INCLUDING BUT NOT LIMITED TO LONGITUDINAL FORCE, FRICTION AT EXPANSION BEARINGS, WIND LOADS, SEISMIC LOADING AND VEHICULAR IMPACT ON THE BRIDGE RAIL SYSTEM.
  - D. THE BRIDGE SUPERSTRUCTURE SYSTEM SHALL CONFORM TO THE DIMENSIONS INDICATED ON THE CONTRACT DRAWINGS.
  - E. THE BRIDGE SUPERSTRUCTURE SYSTEM AND BEARINGS SHALL BE DESIGNED IN CONFORMANCE WITH ALL APPLICABLE REQUIREMENTS OF THE AASHTO SPECIFICATIONS.
  - F. BRIDGE BEARINGS SHALL ACCOMMODATE BRIDGE DEAD LOAD AND LIVE LOAD DEFLECTIONS AND BEAM END ROTATIONS IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE AASHTO SPECIFICATIONS. THE BEARINGS SHALL BE DESIGNED TO PROVIDE UNIFORM BEARING STRESSES TO THE CONCRETE SUBSTRUCTURE AT THE BEARING SEAT LOCATIONS. BEARINGS SHALL BE FIRMLY ANCHORED TO THE SUBSTRUCTURE. BEARING AND ANCHOR BOLT DESIGN CALCULATIONS, INCLUDING A TABLE SUMMARIZING ALL DESIGN INFORMATION, SHALL BE INCLUDED IN THE CALCULATIONS.
  - G. THE BRIDGE RAIL SYSTEM SHALL BE AS INDICATED. THE RAIL SYSTEM DOES NOT NEED TO HAVE A CRASH TESTED RATING.
3. THE FOUNDATION AND ABUTMENT SYSTEM INDICATED IS INTENDED FOR TEMPORARY USE ONLY. MOVEMENT OF THE FOUNDATION AND ABUTMENT SYSTEM DUE TO FROST ACTION MAY RESULT AS A FUNCTION OF LONG-TERM USE.
4. ALL PRESSURE TREATED LUMBER SHALL BE MIN. 0.4#/C.F. RETENTION, NO. 2 GRADE SYP, OR BETTER.
5. ALL HARDWARE SHALL BE GALVANIZED CONFORMING WITH ASTM A153 AND NYSDOT SPEC. SECTION 719-01.
6. BEARINGS FOR THE MABEY BRIDGE STRUCTURE SHALL BE CENTERED ON THE FOOTINGS AND SHALL BE ANCHORED WITH DRILLED-IN ANCHOR BOLTS SET IN EPOXY ADHESIVE CONFORMING TO NYSDOT STANDARD SPECIFICATION SECTION 701-07.

**EROSION CONTROL NOTES**

1. ALL SILT FENCES SHALL BE IN PLACE AT LOCATIONS INDICATED IN ACCORDANCE WITH THE DETAILS BEFORE COMMENCEMENT OF ANY DISTURBANCE OF EXISTING GROUND SURFACE.
2. ALL EXPOSED CUT AND FILL EARTHWORK SURFACES SHALL BE COVERED WITH MIN. 3" OF TOPSOIL AND TURFED IN ACCORDANCE WITH NYSDOT SPEC. SECTION 713, UNLESS NOTED TO BE COVERED BY PAVEMENT OR STRUCTURES.
3. ALL AREAS UNWORKED FOR MORE THAN 14 DAYS MUST BE SEEDED WITH ANNUAL RYE GRASS AND PROTECTED WITH STRAW MULCH.
4. AFTER EVERY STORM EVENT IN EXCESS OF 1/2" RAINFALL, INSPECT ALL SILT FENCES. REMOVE ACCUMULATED MATERIAL, FILL ERODED AREAS AND RESET SILT FENCES.
5. ENCLOSE ALL STOCKPILES WITH SILT FENCE.
6. EROSION CONTROL MEASURES SHALL CONFORM WITH THE REQUIREMENTS OF NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL (2016 BLUE BOOK).
7. THE CONTRACTOR SHALL PROVIDE A DUMPSTER ON-SITE FOR DISPOSAL OF DEBRIS, GARBAGE AND LITTER.
8. SILT FENCES SHALL REMAIN IN PLACE UNTIL A STABLE GROWTH OF TURF IS PRESENT AT ALL DISTURBED AREAS AND RIPRAP IS IN PLACE.
9. THE CONTRACTOR SHALL PROVIDE AN APPROVED SECONDARY CONTAINMENT SYSTEM FOR ALL FUEL AND PETROLEUM PRODUCTS TEMPORARILY STORED ON THE SITE.
10. THE CONTRACTOR SHALL HAVE IN PLACE A ROCK FILTER DAM JUST UPSTREAM OF THE CONFLUENCE OF THE EAST BRANCH AUSABLE RIVER DURING ALL STREAM CHANNEL EXCAVATION ACTIVITIES. SEE SHEET C.104 FOR ADDITIONAL NOTES AND DETAILS.

**DESIGN ENGINEER DISCLAIMER**

THE DESIGN OF THE RIGHT RIVER BANK FROM APPROXIMATE STATIONS 18+10 TO 20+00 IS AN ALTERNATIVE DESIGN NEGOTIATED WITH THE OWNER OF THE PROPERTY ALONG THIS SEGMENT (WELLS, PARCEL ID 53.27-1-1.100). THE DESIGN OF THE BANK WAS MODIFIED TO MINIMIZE THE LEVEL OF DISTURBANCE OF THE PROPERTY DURING CONSTRUCTION, RESULTS IN REDUCED ARMORING ALONG THE BANK AT AND ABOVE BANK-FULL AND DOES NOT PROVIDE ADEQUATE STABILIZATION FROM EROSION OR SCOUR PROTECTION. THE ENGINEER ASSUMES NO RESPONSIBILITY WHATSOEVER WITH REGARDS TO FUTURE EROSION OR FAILURE OF THIS SEGMENT OF STREAM BANK.

**SHED RELOCATION NOTES**

1. THE CONTRACTOR SHALL RELOCATE THE PRIVATELY OWNED SHED TO THE APPROXIMATE LOCATION SHOWN ON SHEET C.201. THE EXACT LOCATION SHALL BE DETERMINED BY THE OWNER.
2. THE CONTRACTOR SHALL SUBMIT A DETAILED SHED RELOCATION PLAN FOR REVIEW AND APPROVAL BY THE ENGINEER PRIOR TO COMMENCING SHED RELOCATION. THE PLAN SHALL INCLUDE MEANS AND METHODS FOR MOVING THE STRUCTURE, A FOUNDATION PLAN AND DETAILS FOR THE RELOCATED SHED, AND MEANS OF PROVIDING PROTECTION OF THE STRUCTURE DURING RELOCATION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE THAT OCCURS TO THE STRUCTURE AS A RESULT OF MOVING IT.
4. EXISTING UTILITIES TO THE SHED (FUEL LINE, ELECTRICAL POWER, AND COMMUNICATIONS) HAVE BEEN TERMINATED AND DO NOT NEED TO BE RE-ESTABLISHED FOR THE RELOCATED SHED.

**EMERGENCY OPERATION PLAN NOTES**

1. THE CONTRACTOR SHALL SUBMIT A DETAILED EMERGENCY OPERATIONS AND FLOOD CONTINGENCY PLAN BEFORE ANY WORK COMMENCES. SAID PLAN SHALL INCLUDE A DETAILED NARRATIVE DESCRIBING THE VARIOUS TYPES OF EMERGENCIES AND CORRESPONDING ACTIONS TO BE TAKEN IN RESPONSE. IDENTIFIED ON THE PLANS SHALL BE THE LOCATION WHERE ALL CONSTRUCTION EQUIPMENT, OILS, FUELS, LUBRICANTS, AND OTHER SUPPLIES WILL BE STORED. THE CONTRACTOR SHALL CERTIFY THAT PERSONNEL ARE FAMILIAR WITH ALL PROVISIONS OF THIS PLAN AND ARE ABLE TO EXECUTE THE SAME. THAT CONTRACTOR SHALL SUBMIT TO THE ENGINEER AN EMERGENCY OPERATION PLAN FOR APPROVAL WITHIN SEVEN (7) DAYS OF THE CONTRACT SIGNING.

REVISIONS		
REV.	DATE	DESCRIPTION
0	6/11/2019	ISSUED FOR BID
1	6/27/2019	DESIGN REVISIONS
2	7/23/2019	UPDATE NOTES



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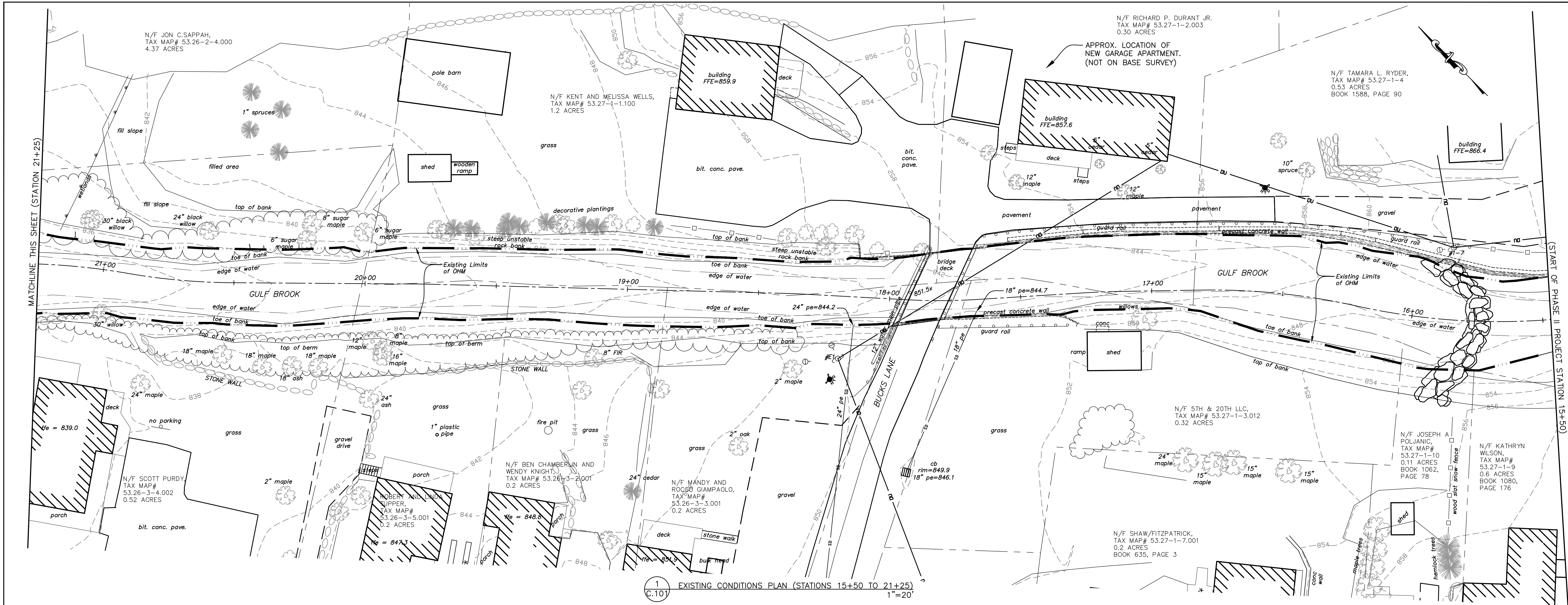
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CLIENT NAME  
**ESSEX COUNTY COMMUNITY RESOURCES**  
 Elizabethtown, N.Y.

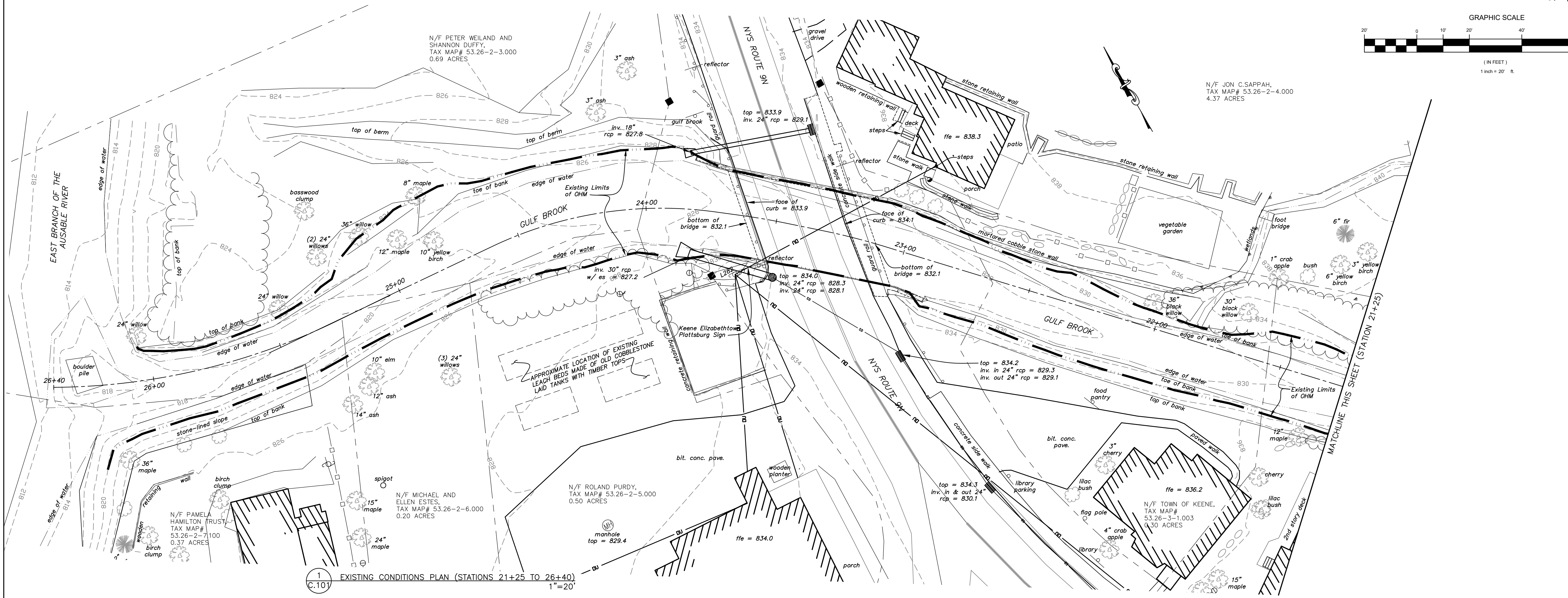
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**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II**

NOTES	
DRAWING NO. <b>N-2</b>	SHT. 3 OF 25
	REV. 2





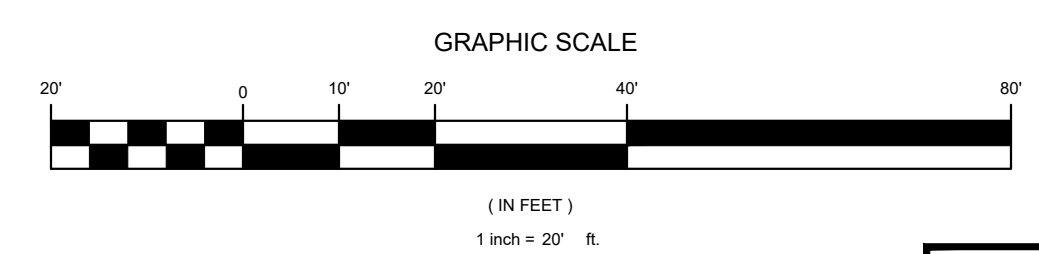
1  
C.101 EXISTING CONDITIONS PLAN (STATIONS 15+50 TO 21+25)  
1"=20'



1  
C.101 EXISTING CONDITIONS PLAN (STATIONS 21+25 TO 26+40)  
1"=20'

**SURVEY NOTES**

- 1) North orientation is based on survey grade STATIC GPS observations made on May 28, 2014. The resultant horizontal datum is NAD 83. This realization is called NAD 83(2011) epoch 2010.0. Geoid model (Geoid12a). The resulting orthometric height is NAVD 88 (geoid12a).
- 2) The existing features shown hereon were located during field surveys conducted on May, 2014 and August 2015.
- 3) The premises shown and described hereon, maybe subject to existing buried utilities, easements, rights-of-way, restrictions, covenants, permits, regulations, and/or setback lines. Clear evidence of structures that are readily apparent from a casual above ground view are delineated hereon. No land record research has been performed by this office in the acquisition of this topography.
- 4) This is NOT a boundary survey. Any property line information shown hereon is approximate. Any property lines, easements, and/or other real property descriptions shown on this plan are for the use of ESPC only. They do not define legal rights or meet legal requirements for a land survey.



REVISIONS		
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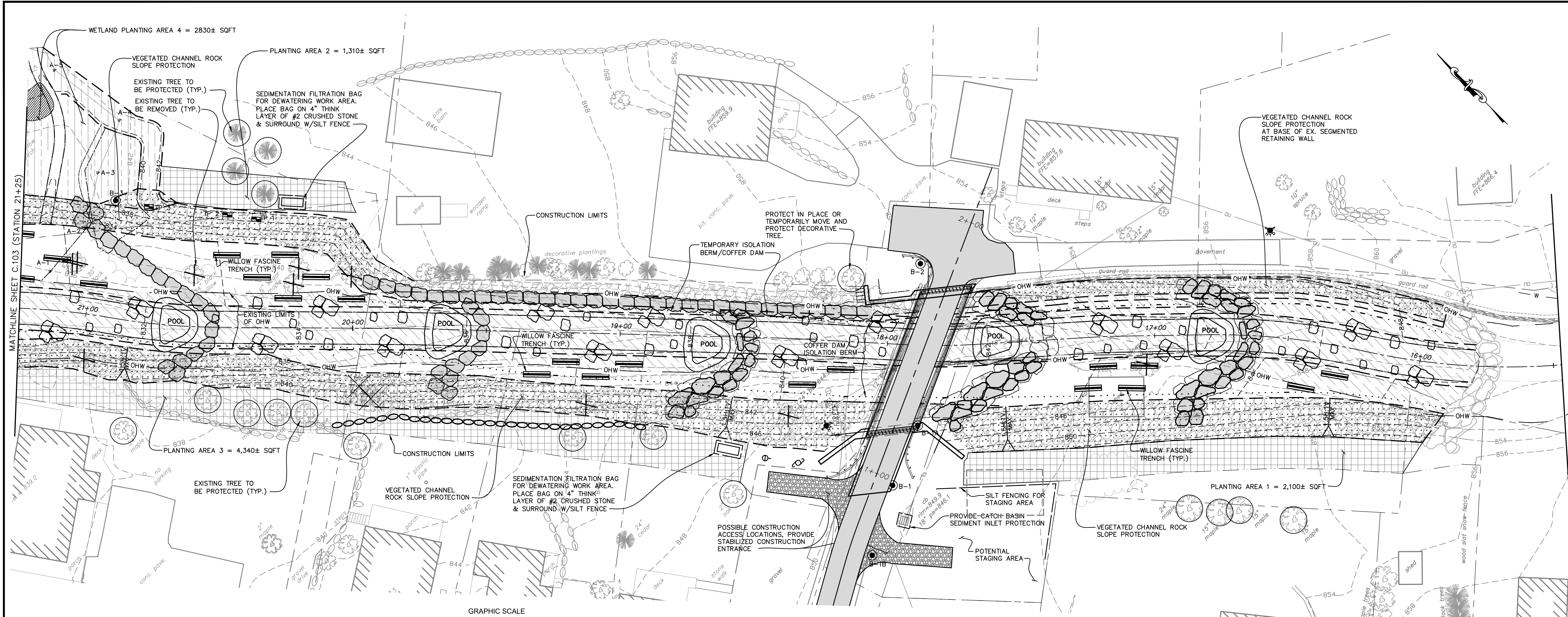
CLIENT NAME  
**ESSEX COUNTY COMMUNITY RESOURCES**  
Elizabethtown, N.Y.

DRAWING TITLE  
**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II**

EXISTING CONDITIONS PLAN

DRAWING NO. **C.101** SHT. 4 OF 25  
REV. 1





**LEGEND**

PROPOSED	EXISTING	DESCRIPTION
---	---	CONTOURS
---	---	BREAKLINES/SITE FEATURES
---	---	SLOPE TOE/TOP CATCHLINE
---	---	EDGE OF WATER (LOW FLOW)
---	---	FENCE
---	---	PARCEL LINES (FROM TAX MAP)
---	---	CHANNEL CENTERLINE
---	---	WATERLINE (TBD)
---	---	ORDINARY HIGH WATER MARK
---	---	APPROXIMATE LIMITS OF DISTURBANCE
---	---	CROSS SECTION (Ø 50' ON CENTER)
---	---	TREELINE
---	---	WETLANDS
---	---	GRAVEL ROAD
---	---	ROCKERY SLOPE PROTECTION SIZE AS SPECIFIED
---	---	VEGETATED ROCK SLOPE PROTECTION
---	---	BUILDINGS
---	---	FIRE HYDRANT
---	---	WATER GATE VALVE
---	---	TEMPORARY BENCH MARK
---	---	BOULDER (4' TO 6'± AVERAGE SIZE) WITHIN LOW FLOW CHANNEL
---	---	EX. TREES
---	---	EX. TREE TO BE REMOVED
---	---	EX. TREES TO BE PROTECTED



**PLANTING AREAS 1 THROUGH 6: PLANT SCHEDULE**

Planting Density Calculator	Common Name	Taxonomic Name	Form	Size	Quantity
Project: Gulf Brook, Keene, NY	Eastern Hemlock	<i>Tsuga canadensis</i>	2 gal. cont.	4-5'	25
	Elderberry	<i>Sambucus canadensis</i>	1 gal. cont.	2-3'	40
Planting Area (acres): 0.35	Northern White Cedar	<i>Thuja occidentalis</i>	2 gal. cont.	4-5'	25
Planting Area (sqft): 15,070	Red maple	<i>Acer rubrum</i>	2 gal. cont.	4-5'	17
Target Spacing (ft): 10	Red osier dogwood	<i>Cornus sericea</i>	1 gal. cont.	2-3'	40
Quantity Needed: 192	Sugar Maple	<i>Acer saccharum</i>	2 gal. cont.	4-5'	20
Density (plants/acre): 555	White Ash	<i>Fraxinus americana</i>	2 gal. cont.	4-5'	25
				<b>Total Trees/Shrubs:</b>	<b>192</b>

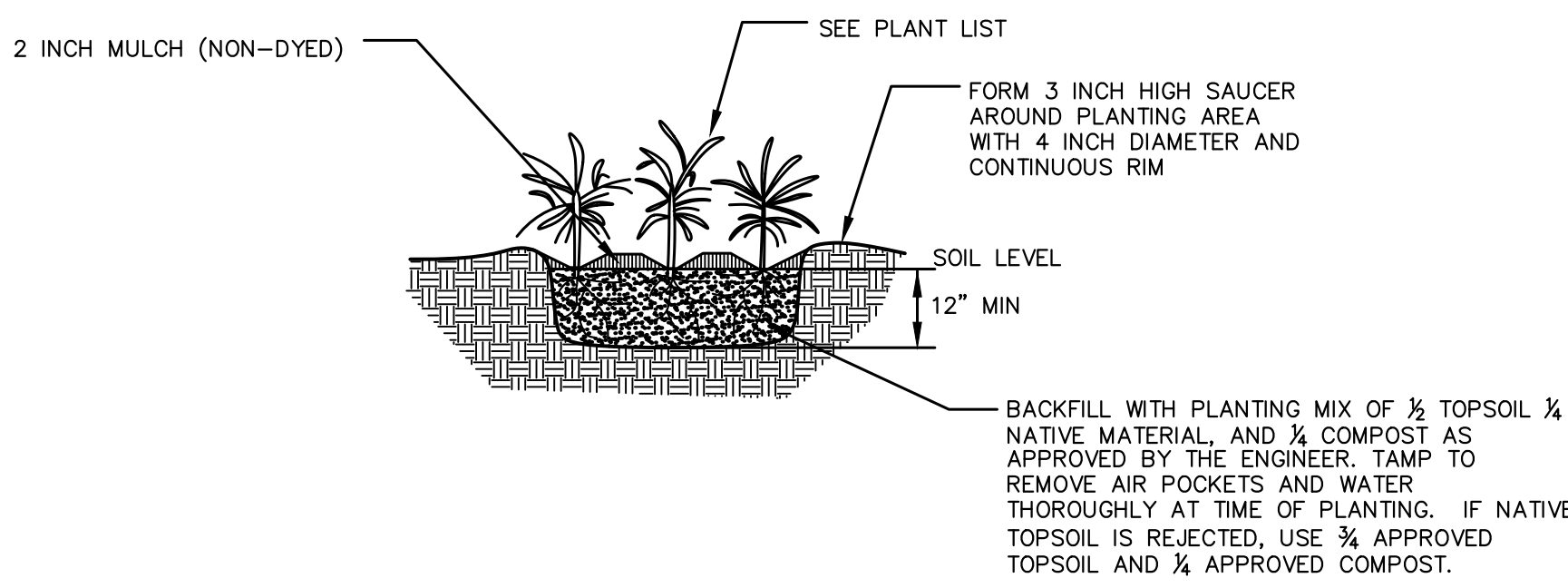
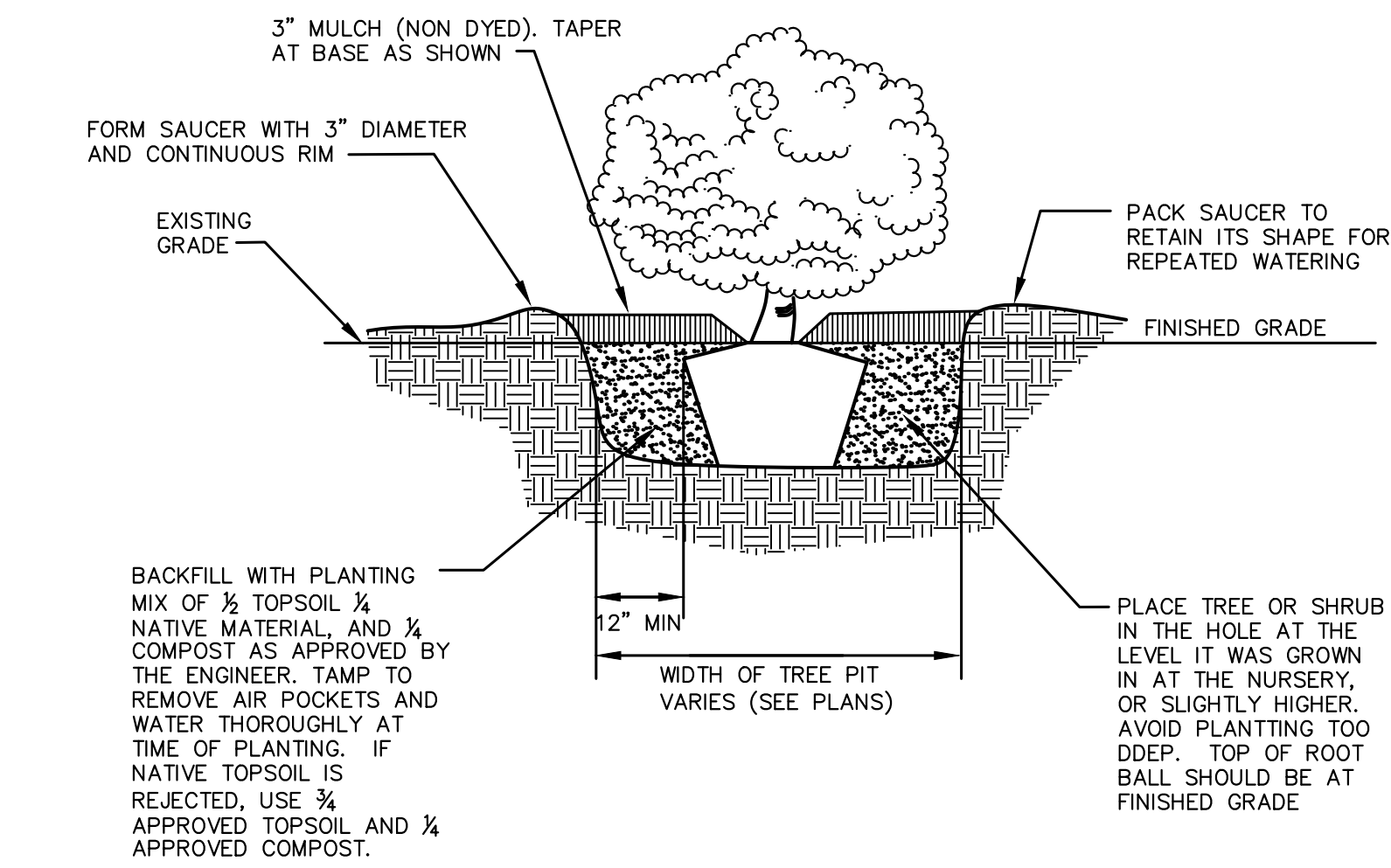
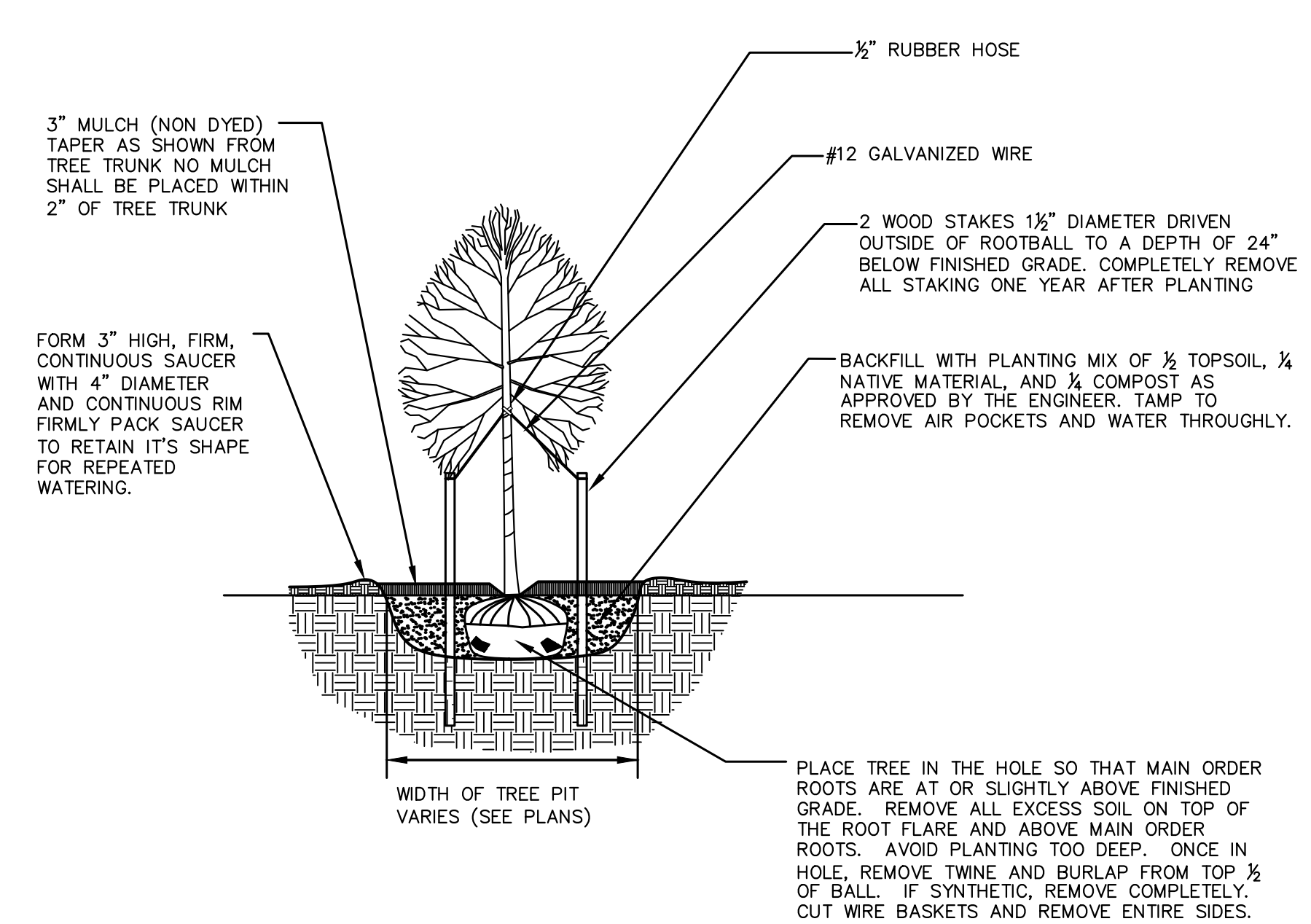
**WETLAND PLANTING AREA: PLANT SCHEDULE**

Planting Density Calculator	Common Name	Taxonomic Name	Form	Size	Quantity
Project: Gulf Brook, Keene, NY	Northern White Cedar	<i>Thuja occidentalis</i>	2 gal. cont.	4-5'	6
	Red maple	<i>Acer rubrum</i>	2 gal. cont.	4-5'	6
Planting Area (acres): 0.06	Red osier dogwood	<i>Cornus sericea</i>	1 gal. cont.	2-3'	8
Planting Area (sqft): 2,830	Shiny Willow	<i>Salix lucida</i>	1 gal. cont.	2-3'	8
Target Spacing (ft): 10	Speckled Alder	<i>Alnus incana</i>	1 gal. cont.	2-3'	8
Quantity Needed: 36					
Density (plants/acre): 555				<b>Total Trees/Shrubs:</b>	<b>36</b>

**WETLAND SEED MIX: VERMONT WET MEADOW AND DETENTION BASIN MIX OR EQUAL**

**SPECIES COMPOSITION:** SWITCHGRASS (PANICUM VIRGATUM), VIRGINIA WILD RYE (ELYMUS VIRGINICUS), RED FESCUE (FESTUCA RUBRA), FOX SEDGE (CAREX VULPINOIDEA), WOOLGRASS (SCIRPUS CYPERINUS), GREEN BULRUSH (SCIRPUS ATROVIRENS), NODDING BUR-MARI GOLD (BIDENS CERNUA), BONESET (EUPATORIUM PERFOLIATUM), JOE-PYE WEED (EUPATORIADELPHUS MACULATUS), SOFT RUSH (JUNCUS EFFUSUS), SENSITIVE FERN (ONOCLEA SENSIBILIS), BLUE VERVAIN (VERBENA HASTATA), NEW ENGLAND ASTER (SYMPHYOTRICHUM NOVA-ANGLIAEA)

APPLICATION RATE: 35 LBS/ACRE



REV.	DATE	REVISIONS DESCRIPTION
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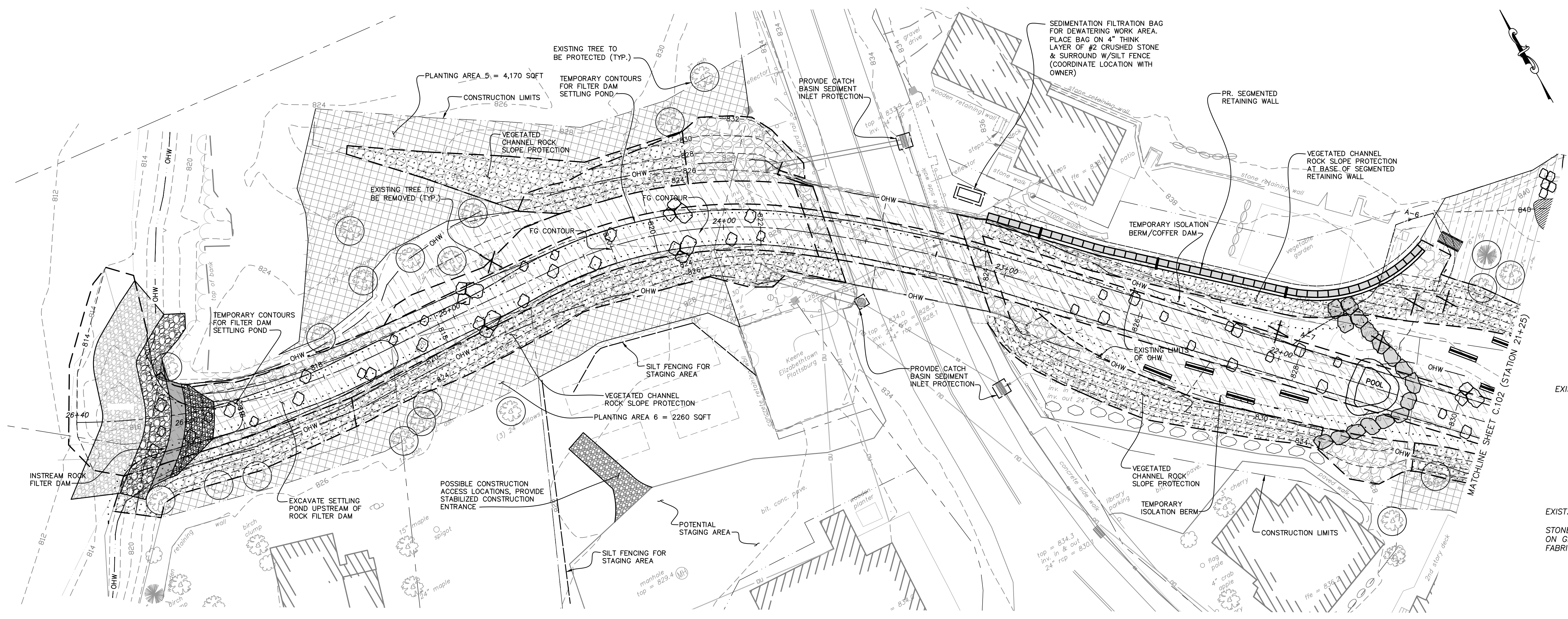
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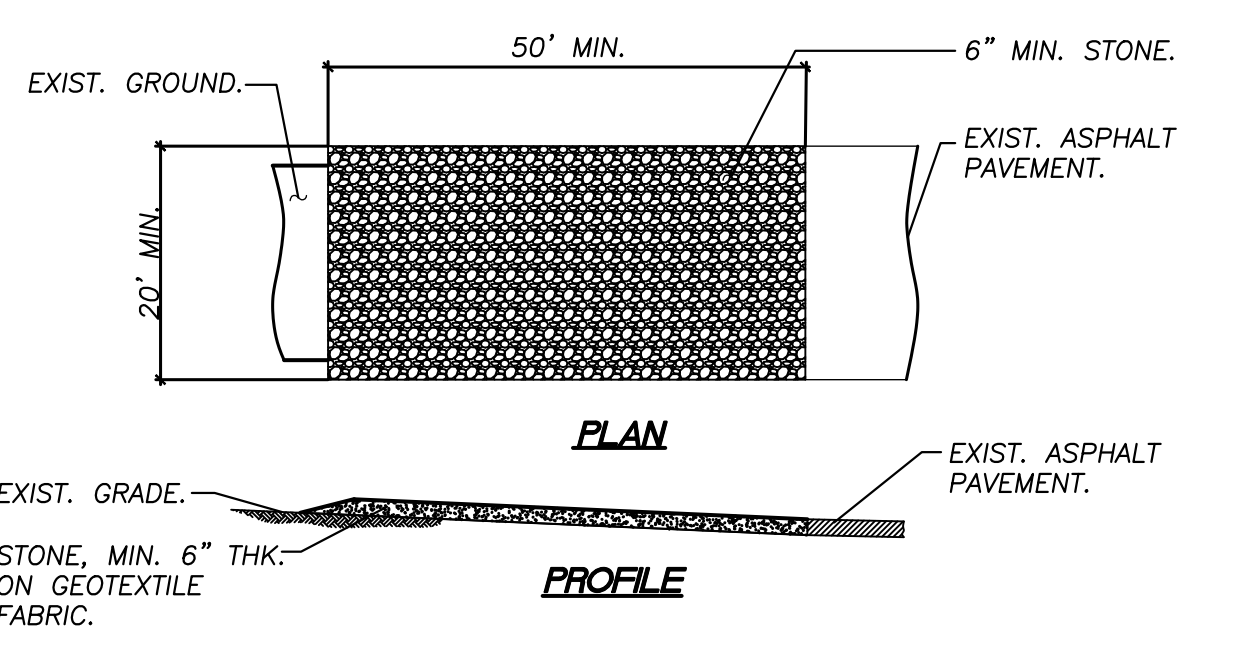
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**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II EROSION & SEDIMENT CONTROL PLAN STA. 15+50 TO 21+25**

DRAWING NO. **C.102** SHT. 5 OF 25  
REV. 1





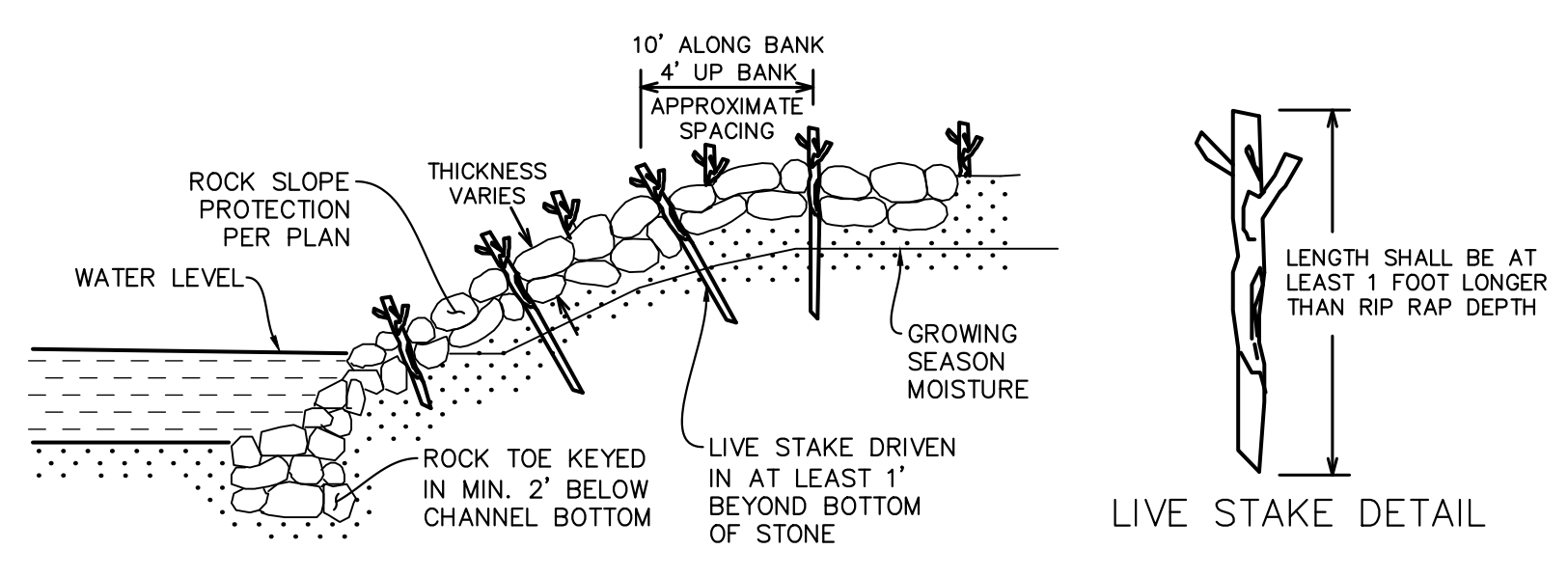
1 EROSION AND SEDIMENT CONTROL PLAN (STATIONS 26+40 TO 21+25)  
C.103 1"=20'



**NOTES**

- STONE SHALL CONFORM WITH NYSDOT SPEC. SECTION 703-02 SIZE DESIGNATION 3.
- GEOTEXTILE FABRIC SHALL BE MIRAFI 600X OR EQUIVALENT.
- PERIODICALLY TOP-DRESS ENTRANCE WITH NEW STONE AS SEDIMENT ACCUMULATES. ALL SEDIMENT DROPPED OR WASHED ONTO THE PUBLIC RIGHT-OF-WAY SHALL BE REMOVED IMMEDIATELY.

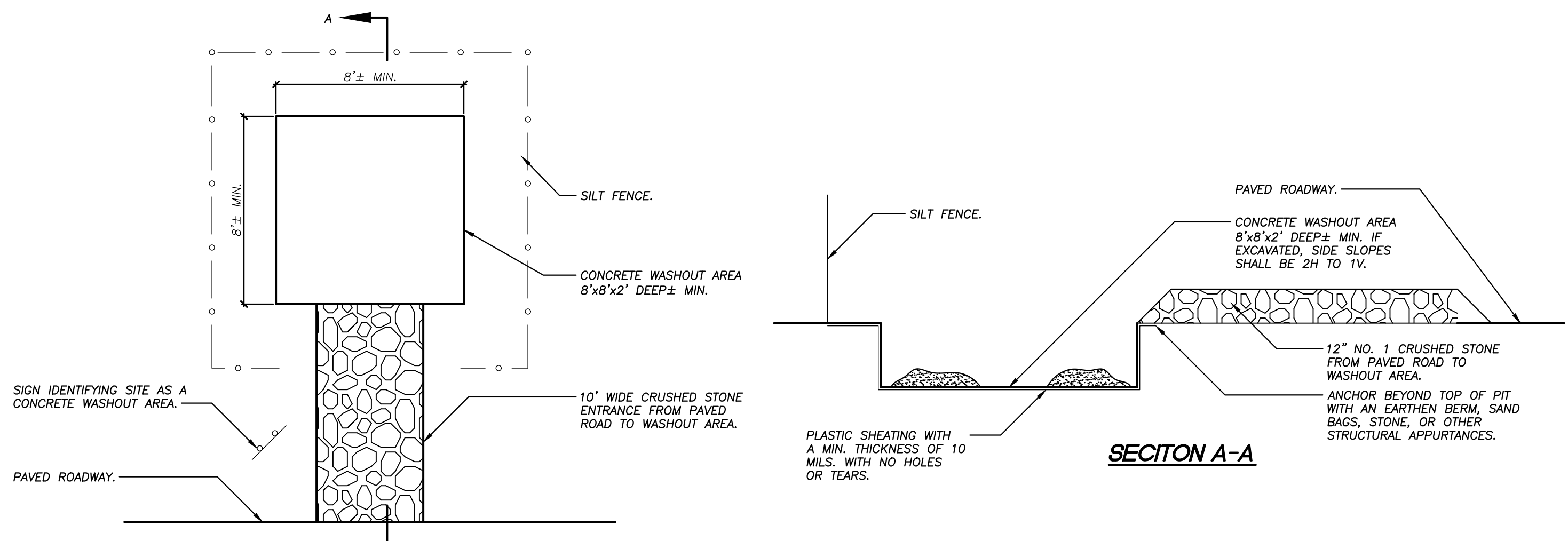
**STABILIZED CONSTRUCTION ENTRANCE**  
N.T.S.



**LIVE STAKE DETAIL**  
N.T.S.

SEQUENCE:  
1. PLACE ROCK  
2. INSTALL WILLOW STAKES ON UPPER PORTION OF BANK. IF NECESSARY, USE METAL BAR TO CREATE "PILOT HOLE" FOR STAKE.  
3. FILL VOIDS WITH SORTED COBBLES/BOULDERS CUT FOR KEY.  
4. FILL REMAINING VOIDS ON FACE OF SLOPE WITH GRAVEL/COBBLE MIX.  
5. VEGETATED PORTION OF BANK COVERED WITH TOP SOIL AND EROSION CONTROL FABRIC.

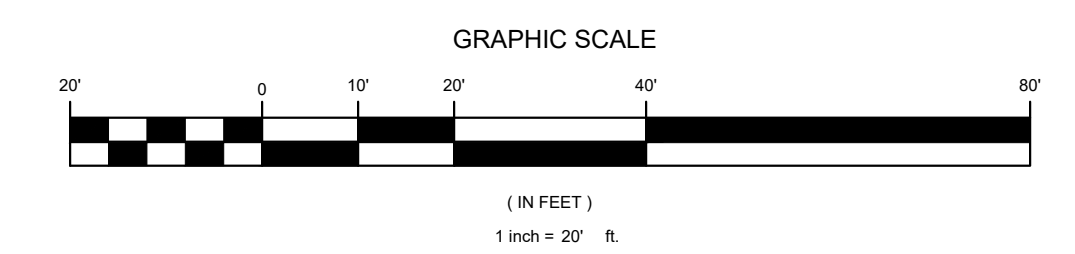
RECOMMENDED NATIVE WILLOW SPECIES:  
Salix discolor - Pussy willow  
Salix eriocephala - Missouri River willow  
Salix lucida - Shining willow



**CONCRETE WASHOUT AREA**  
N.T.S.

**NOTES:**

- ALL CONCRETE WASH FACILITIES SHALL BE INSPECTED DAILY. DAMAGED OR LEAKING FACILITIES SHALL BE REPAIRED OR REPLACED IMMEDIATELY.
- ACCUMULATED HARDENED MATERIAL SHALL BE REMOVED WHEN 75% OF THE STORAGE CAPACITY OF THE STRUCTURE IS FILLED. ANY EXCESS WASH WATER SHALL BE PUMPED INTO A CONTAINMENT VESSEL AND PROPERLY DISPOSED OF OFF SITE.
- DISPOSE OF HARDENED MATERIAL OFF-SITE IN A CONSTRUCTION/DEMOLITION LANDFILL OR ON-SITE IF INDICATED IN THE APPROVED SWPPP.
- THE PLASTIC LINER SHALL BE REPLACED WITH EACH CLEANING OF THE WASHOUT FACILITY.
- UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL CLEAN OUT AND FILL IN THE WASHOUT AREA TO THE ADJACENT GRADE LEVEL.



PROPOSED	EXISTING	LEGEND
---	---	CONTOURS
---	---	BREAKLINES/SITE FEATURES
---	---	SLOPE TOE/TOP CATCHLINE
---	---	EDGE OF WATER (LOW FLOW)
---	---	FENCE
---	---	PARCEL LINES (FROM TAX MAP)
---	---	CHANNEL CENTERLINE
---	---	WATERLINE (TBD)
---	---	ORDINARY HIGH WATER MARK
---	---	APPROXIMATE LIMITS OF DISTURBANCE
---	---	CROSS SECTION (@ 50' ON CENTER)
---	---	TREELINE
---	---	WETLANDS
---	---	GRAVEL ROAD
---	---	ROCKERY SLOPE PROTECTION SIZE AS SPECIFIED
---	---	VEGETATED ROCK SLOPE PROTECTION
---	---	BUILDINGS
---	---	FIRE HYDRANT
---	---	WATER GATE VALVE
---	---	TEMPORARY BENCH MARK
---	---	BOULDER (4' TO 6"± AVERAGE SIZE) WITHIN LOW FLOW CHANNEL
---	---	EX. TREES
---	---	EX. TREE TO BE REMOVED
---	---	EX. TREES TO BE PROTECTED

REV.	DATE	REVISIONS DESCRIPTION
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1	6/27/2019	DESIGN REVISIONS



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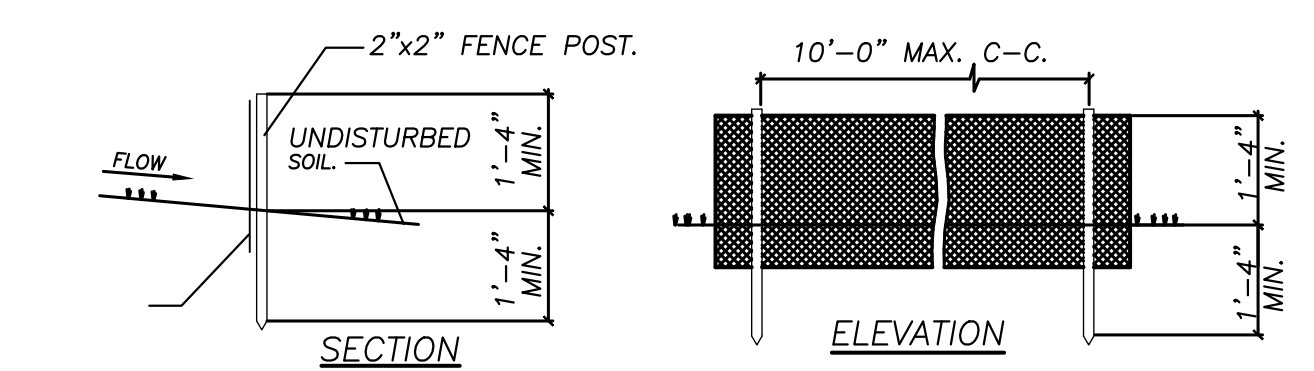
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PROJ. NO: 15-881 CHK'D BY: ES

CLIENT NAME  
**ESSEX COUNTY COMMUNITY RESOURCES**  
Elizabethtown, N.Y.

DRAWING TITLE  
**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II EROSION & SEDIMENT CONTROL PLAN STA. 21+25 TO 26+40**

DRAWING NO. **C.103** SHT. 6 OF 25  
REV. 0



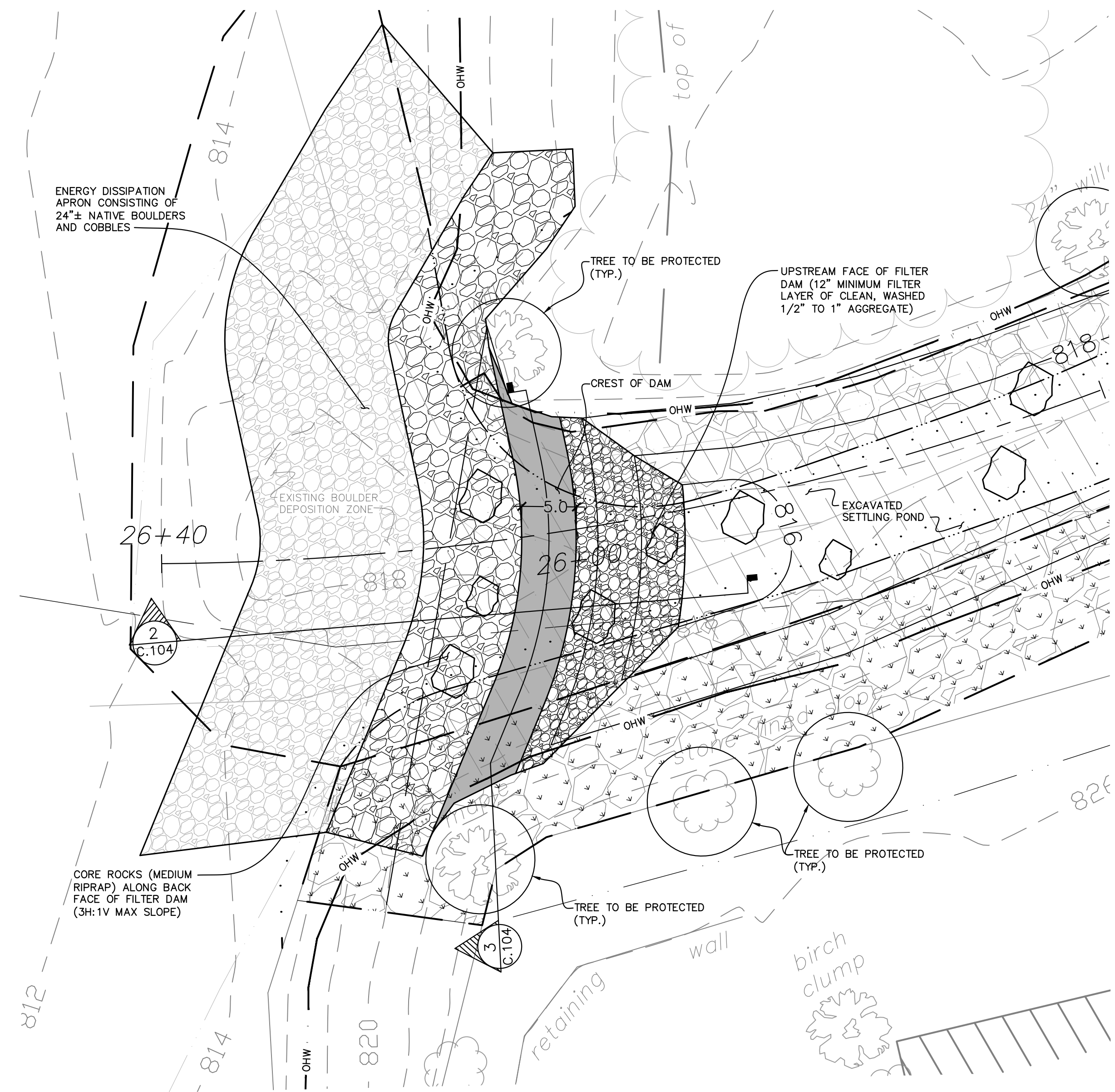
**LIVE PLANTING DETAIL**  
N.T.S.

**NOTES:**

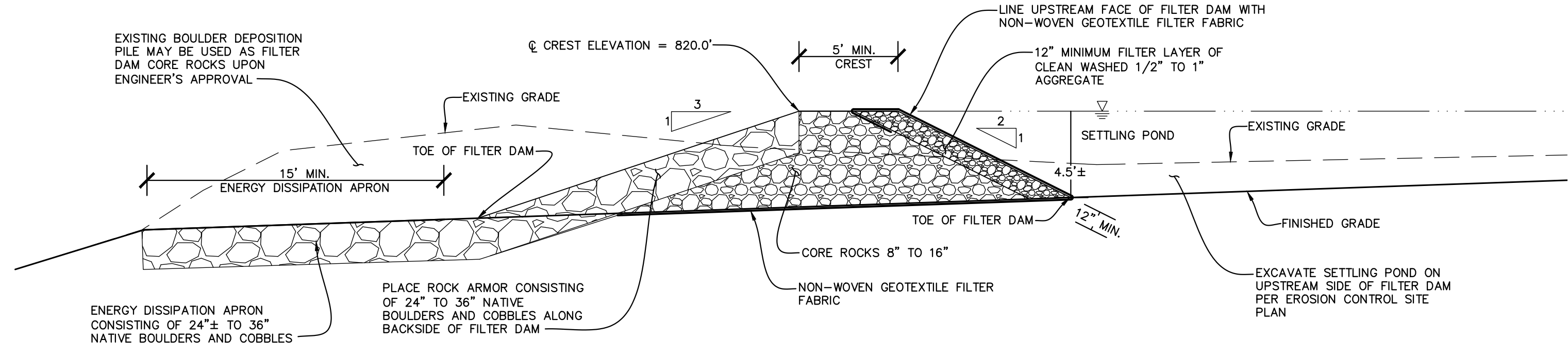
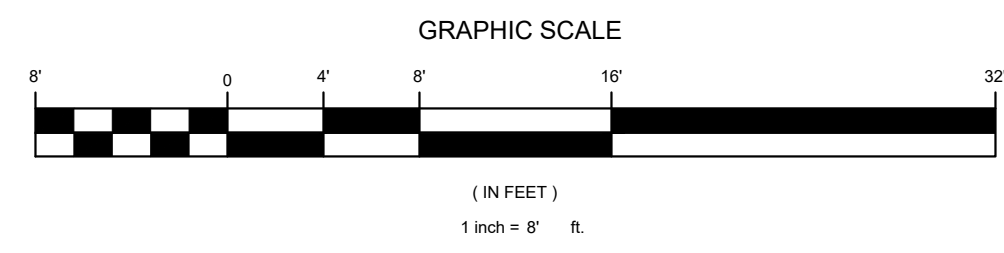
- FILTER CLOTH TO BE FASTENED SECURELY TO POSTS WITH STAPLES OR TIES AT 6" MAX. SPACING.
- WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 6" AND FOLDED.
- MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

**SILT FENCE DETAIL**  
N.T.S.

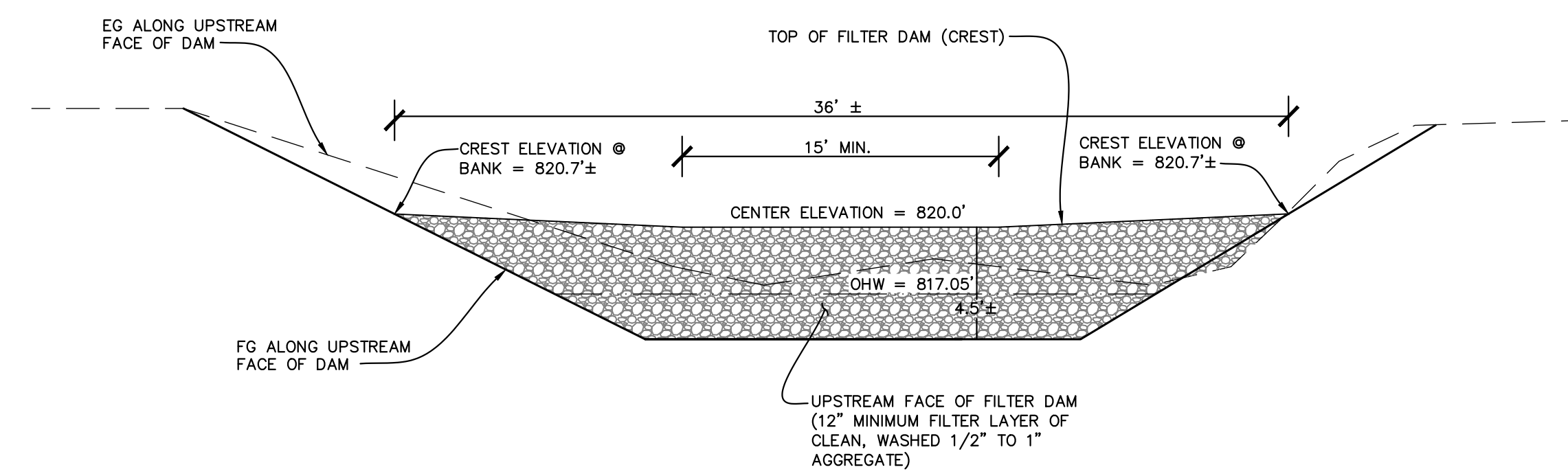




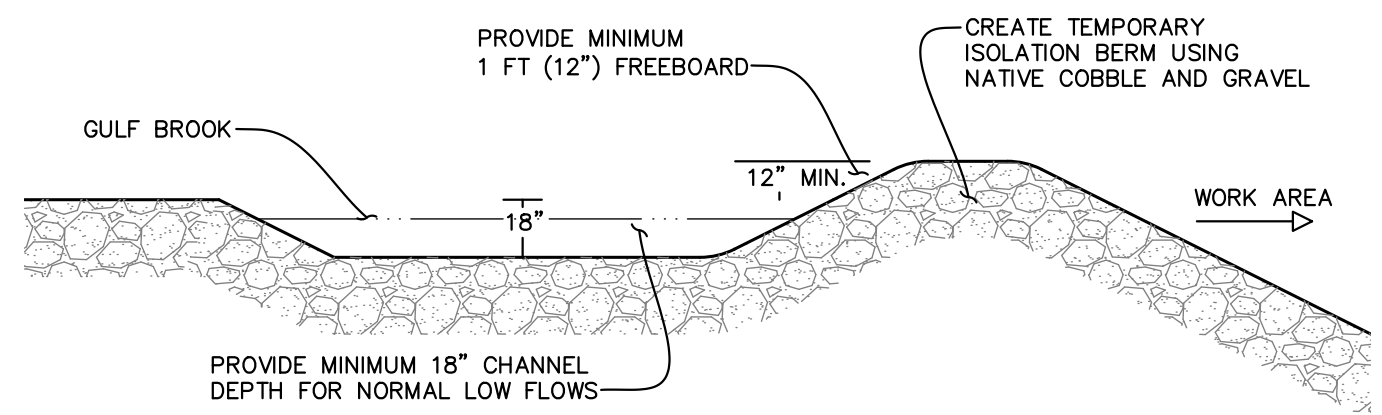
1 ROCK FILTER DAM PLAN VIEW  
C.104 1"=8'



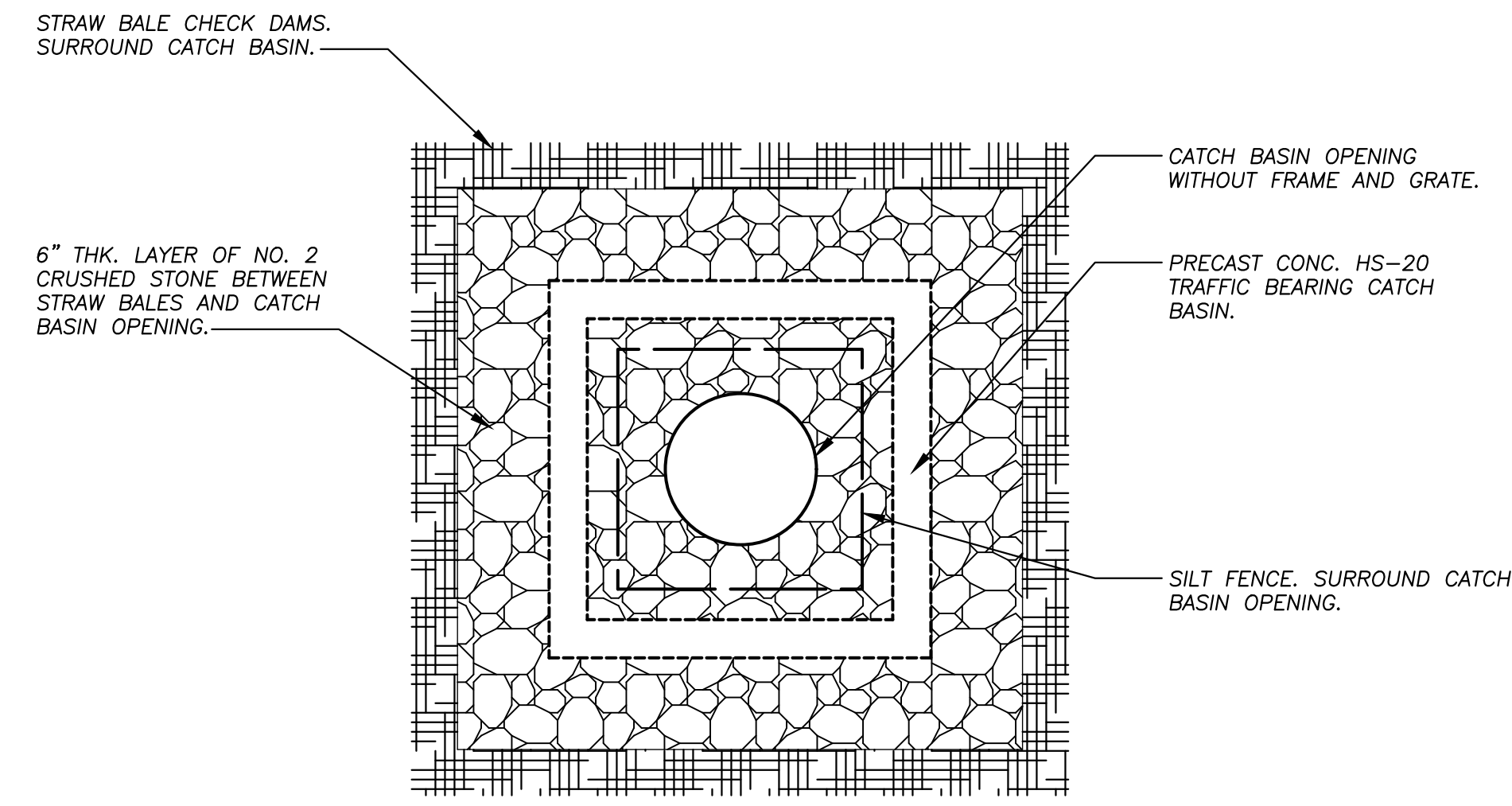
2 ROCK FILTER DAM SECTION VIEW  
C.104 1"=5'



3 ROCK FILTER DAM PROFILE VIEW  
C.104 1"=5'



4 IN-CHANNEL ISOLATION BERM  
C.104 1"=5'



NOTE: SEE EROSION CONTROL NOTES, DWG. N-2.

CATCH BASIN INLET PROTECTION DETAIL  
N.T.S.

**ROCK FILTER DAM NOTES**

**MATERIALS**

1. PRIMARY CORE ROCKS: SHALL BE WELL GRADED, HARD, ANGULAR, EROSION RESISTANT ROCK SIZED FROM APPROXIMATELY 8" TO 16"
2. ARMOR ROCK: SHALL BE WELL GRADED, HARD, ANGULAR, EROSION RESISTANT ROCK, WHICH SHALL RANGE IN SIZE FROM APPROXIMATELY 12" TO 36" WITH A MEAN SIZE (D50) OF 24". THE USE OF SELECT NATIVE COBBLES AND BOULDERS AS ARMOR ROCK SHALL BE PERMITTED.
3. AGGREGATE FILTER: 1/2" TO 1.0" CLEAN AGGREGATE
4. GEOTEXTILE FILTER FABRIC: GEOTEX NONWOVEN CIVIL GEOTEXTILE GEOTEX 601 OR EQUAL. THE WATER FLOW RATE THROUGH THE NONWOVEN GEOTEXTILE SHALL BE A MINIMUM OF 110 GALLONS PER MINUTE PER SQUARE FOOT (GPM/SQFT)

**INSTALLATION**

1. PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR SHALL READ ALL CONDITIONS FOR ALL THE PERMITS ACQUIRED TO CONDUCT THE WORK FOR THIS PROJECT.
2. REFER TO APPROVED PLANS FOR LOCATION AND CONSTRUCTION DETAILS. IF THERE ARE QUESTIONS, CONFLICTS OR PROBLEMS WITH THE LOCATION, OR METHOD OF INSTALLATION, CONTACT THE ENGINEER OR RESPONSIBLE ON-SITE OFFICER FOR ASSISTANCE AND/OR TO PRESENT AN ALTERNATIVE FOR CONSIDERATION.
3. IF THERE IS FLOW WITHIN THE WATERCOURSE OR CHANNEL AT THE TIME OF CONSTRUCTION OF THE ROCK FILTER DAM, THEN DOWNSTREAM APPROPRIATE INSTREAM SEDIMENT CONTROL DEVICES AND/OR FLOW DIVERSION SYSTEMS PRIOR TO CONSTRUCTION OF THE DAM. SUCH MEASURES SHOULD ONLY BE INSTALLED IF CONSIDERED APPROPRIATE FOR THE LOCAL CONDITIONS, AND ONLY IF THEIR INSTALLATION IS JUDGED TO PROVIDE A NET OVERALL ENVIRONMENTAL BENEFIT.
4. TO THE MAXIMUM DEGREE PRACTICAL, CONSTRUCTION ACTIVITIES AND EQUIPMENT SHALL NOT OPERATE WITHIN OPEN FLOWING WATERS.
5. CLEAR THE LOCATION FOR THE DAM AND SETTLING POND; LIMIT CLEARING ONLY TO WHAT IS NEEDED TO PROVIDE ACCESS FOR THE CONSTRUCTION OF TEMPORARY DAM, TEMPORARY SETTLING POND, AND PROPOSED BROOK RESTORATION AND FLOOD RESILIENCY IMPROVEMENTS.
6. REMOVE ANY CLEARED ORGANIC MATTER AND DEBRIS FROM THE CHANNEL AND DISPOSE OF IT PROPERLY. DO NOT USE ORGANIC MATTER OR DEBRIS IN THE CONSTRUCTION OF THE ROCK FILTER DAM.
7. TO ASSIST IN THE EVENTUAL REMOVAL OF ALL MATERIALS USED IN THE CONSTRUCTION OF THE ROCK FILTER DAM, A PROTECTIVE LAYER OF GEOTEXTILE FILTER FABRIC SHALL BE PLACED OVER THE CHANNEL AREA AND DAM ABUTMENT PRIOR TO THE INSTALLATION OF THE DAM. OVERLAP FABRIC SHEETS BY 2 FT.
8. IF DISPERSIBLE, HIGHLY UNSTABLE, OR HIGHLY EROSIIVE SOILS ARE EXPOSED, THEN PRIORITY SHALL BE GIVEN TO PROMPT STABILIZATION OF ALL SUCH AREAS.
9. PLACE THE CORE ROCK FOR THE ROCK FILTER DAM OVER THE FILTER FABRIC. ENSURE THE UPSTREAM FACE SLOPES IS AT 2H:1V OR FLATTER, AND THE DOWNSTREAM FACE IS 3H:1V OR FLATTER.
10. THE CORE ROCK MATERIAL USED TO FORM THE EMBANKMENT MAY BE MACHINE PLACED. INSTALL AND WORK SMALLER ROCKS AND/OR NATIVE COBBLES INTO THE VOIDS OF THE LARGER ROCKS.

11. THE ROCK FILTER DAM SHALL BE CONSTRUCTED IN A SLIGHTLY CURVED PROFILE (IN PLAN VIEW) POINTING UPSTREAM. THE CENTER OF THE DAM'S CREST SHALL BE SLIGHTLY LOWER (TYPICALLY 8") THAN THE OUTER ABUTMENTS (WHERE THE DAM INTERSECTS THE CHANNEL BANKS) TO PROMOTE INITIAL OVERTOPPING AT OR NEAR THE CENTER OF THE CHANNEL.
12. INSTALL A ROCK ARMOR ENERGY DISSIPATION APRON ON THE DOWNSTREAM SIDE OF THE ROCK FILTER DAM EXTENDING APPROXIMATELY 15 FEET FROM THE DOWNSTREAM TOE. THE ROCK ARMOR UTILIZED MAY BE SELECT NATIVE COBBLES AND BOULDERS RANGING IN SIZE FROM APPROXIMATELY 24" TO 36".
13. INSTALL A MINIMUM 12" LAYER OF AGGREGATE FILTER STONE ALONG THE FRONT FACE OF THE FILTER DAM. PLACE THE SPECIFIED FILTER CLOTH OVER THE AGGREGATE FILTER STONE.
14. TAKE ALL NECESSARY MEASURES TO MINIMIZE THE SAFETY RISK CAUSED BY THE STRUCTURE. AN EMERGENCY FILTER DAM REMOVAL PROCEDURE SHALL BE ESTABLISHED WITH INPUT FROM THE PROJECT ENGINEER. IT IS ANTICIPATED THAT REMOVAL (OR PARTIAL REMOVAL) WILL ONLY BE NECESSARY SHOULD A LARGE SCALE HEAVY RAIN EVENT BE FORECASTED DURING THE PROJECT CONSTRUCTION PERIOD.

**MAINTENANCE**

1. INSPECT THE ROCK FILTER DAM PRIOR TO FORECASTED RAINFALL, DAILY DURING EXTENDED PERIODS OF RAINFALL, AFTER RUNOFF PRODUCING RAINFALL, OR OTHERWISE ON A WEEKLY BASIS.
2. IF FLOW THROUGH THE FILTER DAM IS REDUCED TO AN UNACCEPTABLE LEVEL, THE UPSTREAM FILTER MEDIUM (AGGREGATE OR FILTER CLOTH) SHOULD BE REMOVED AND REPLACED. IF THE FLOW THROUGH THE FILTER DAM IS TOO FAST SUCH THAT SEDIMENT IS NOT BEING ADEQUATELY SETTLED OUT, THEN ADDITIONAL AGGREGATE AND OR FILTER FABRIC MAY BE REQUIRED TO ACHIEVE OPTIMUM HYDRAULIC PERFORMANCE. THE ROCK FILTER DAM AND SETTLING POND SHOULD BE ADEQUATE TO REMOVE FINE SAND PARTICLES (0.20 mm) DURING NORMAL BASE FLOW CONDITIONS (ESTIMATED AT 10 TO 20 CFS).
3. IF A GREATER DEGREE OF WATER TREATMENT IS REQUIRED, EXTRA GEOTEXTILE FILTER FABRIC SHOULD BE PLACED OVER THE UPSTREAM FACE OF THE DAM.
4. CHECK THE STRUCTURE AND DOWNSTREAM CHANNEL FOR DAMAGE FROM OVERTOPPING FLOWS. MAKE REPAIRS AS NECESSARY.
5. IMMEDIATELY REPLACE ANY ROCK THAT MAY BECOME DISPLACED FROM THE DAM.
6. REMOVE SEDIMENT AND DEBRIS IN A MANNER THAT WILL NOT CREATE AN EROSION OR POLLUTION HAZARD.

**REMOVAL**

1. THE ROCK FILTER DAM SHALL BE REMOVED FOLLOWING THE COMPLETION OF IN-CHANNEL WORK.
2. IF THERE IS FLOW WITHIN THE WATERCOURSE AT THE TIME OF REMOVAL OF THE ROCK FILTER DAM, THEN INSTALL APPROPRIATE INSTREAM SEDIMENT CONTROL DEVICES AND/OR FLOW DIVERSION SYSTEMS PRIOR TO ITS REMOVAL. SUCH MEASURES SHOULD ONLY BE INSTALLED IF CONSIDERED APPROPRIATE FOR THE LOCAL CONDITIONS, AND ONLY IF THEIR INSTALLATION IS JUDGED (BY THE ENGINEER) TO PROVIDE A NET OVERALL ENVIRONMENTAL BENEFIT.
3. ALL SETTLED SEDIMENT UPSTREAM OF THE DAM SHALL BE REMOVED PRIOR TO THE DAM'S REMOVAL. DISPOSE OF SEDIMENT IN A MANNER THAT WILL NOT CREATE AN EROSION OR POLLUTION HAZARD.
4. REMOVE ALL IMPORTED MATERIALS USED TO FORM THE EMBANKMENT INCLUDING THE FILTER CLOTH.
5. PROVIDE CHANNEL RESTORATION IN ACCORDANCE WITH THE CIVIL DESIGN PLANS.

REVISIONS		DESCRIPTION
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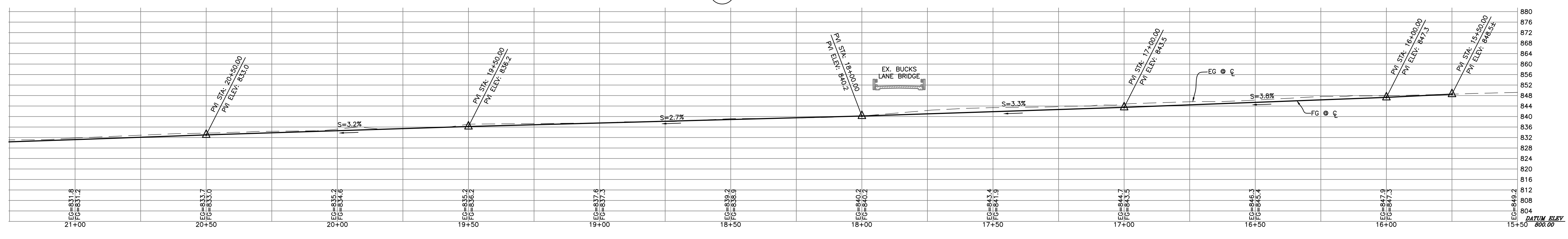
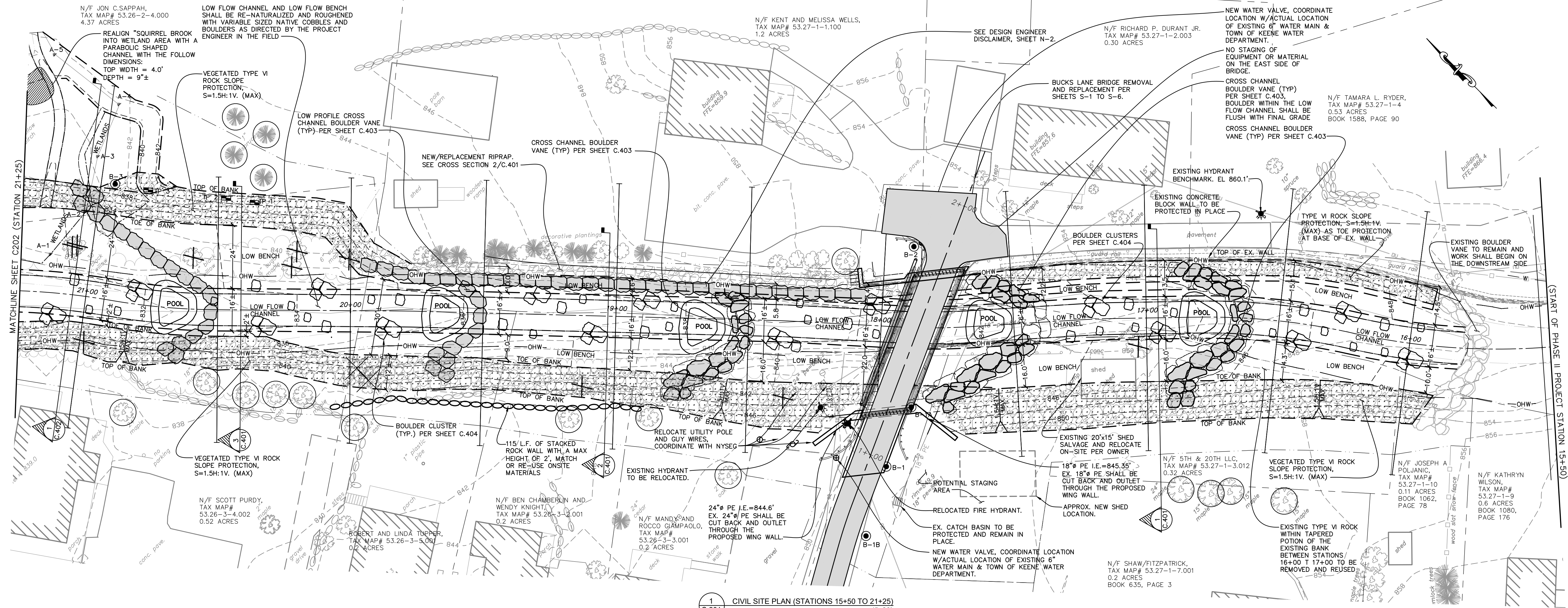
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PROJ. NO: 15-881 CHK'D BY: ES  
CLIENT NAME  
**ESSEX COUNTY COMMUNITY RESOURCES**  
Elizabethtown, N.Y.

DRAWING TITLE  
**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II EROSION & SEDIMENT CONTROL PLAN DETAILS**

DRAWING NO. **C.104** SHT. 7 OF 25  
REV. 1





NOTE: SEE SHEET S-1 FOR BRIDGE AND ROAD LAYOUT INFORMATION.

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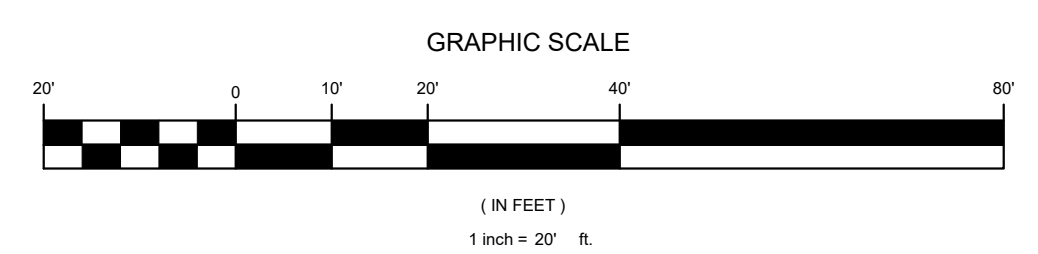
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CLIENT NAME  
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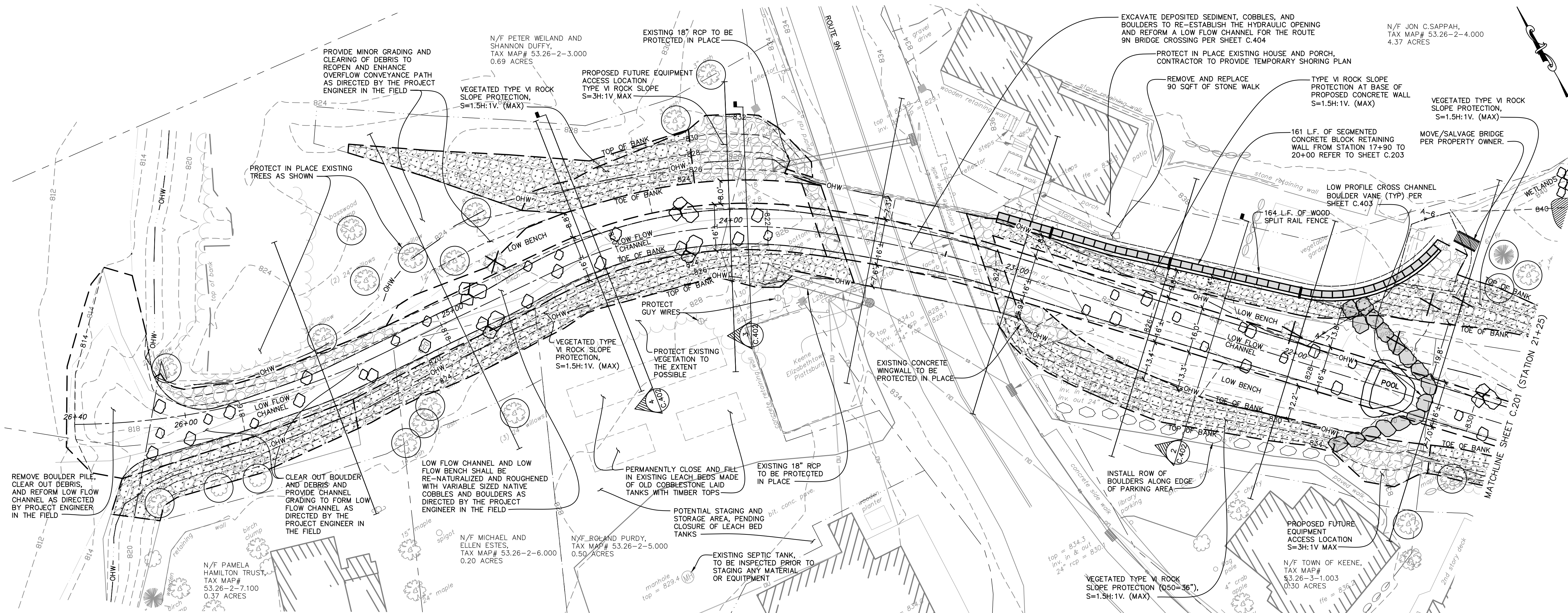
DRAWING TITLE  
**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II CIVIL PLAN AND PROFILE STA. 15+50 TO 21+25**

DRAWING NO. **C.201** SHT. 8 OF 25  
 REV. 1

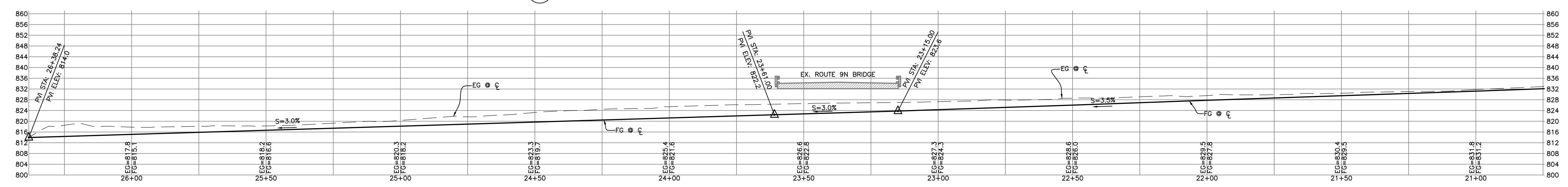
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|--|--|
| <b>LEGEND</b>                                  | <b>LEGEND</b>  |
| PROPOSED                                       | EXISTING   |
| --- CONTOURS                                   | ⊗ WATER GATE VALVE   |
| --- BREAKLINES/SITE FEATURES                   | ⊙ TEMPORARY BENCH MARK                                     |
| --- SLOPE TOE/TOP CATCHLINE                    | ⊙ BOULDER (4' TO 6'± AVERAGE SIZE) WITHIN LOW FLOW CHANNEL |
| --- EDGE OF WATER (LOW FLOW)                   | * EX. TREES  |
| --- FENCE                                      | ✗ EX. TREE TO BE REMOVED                                   |
| --- PARCEL LINES (FROM TAX MAP)                | ⊙ EX. TREES TO BE PROTECTED                                |
| --- CHANNEL CENTERLINE                         |  |
| --- WATERLINE (TBD)                            |  |
| --- ORDINARY HIGH WATER MARK                   |  |
| --- APPROXIMATE LIMITS OF DISTURBANCE          |  |
| --- CROSS SECTION (50' ON CENTER)              |  |
| --- TREELINE                                   |  |
| --- WETLANDS                                   |  |
| --- GRAVEL ROAD                                |  |
| --- ROCKERY SLOPE PROTECTION SIZE AS SPECIFIED |  |
| --- VEGETATED ROCK SLOPE PROTECTION            |  |
| --- BUILDINGS                                  |  |
| --- FIRE HYDRANT                               |  |







1 CIVIL SITE PLAN (STATIONS 21+25 TO 26+40)  
C.202 1"=20'



2 CENTERLINE PROFILE (STATIONS 21+25 TO 26+40)  
C.202 1"=20'

PROPOSED	EXISTING	LEGEND
---	---	CONTOURS
---	---	BREAKLINES/SITE FEATURES
---	---	SLOPE TOE/TOP CATCHLINE
---	---	EDGE OF WATER (LOW FLOW)
---	---	FENCE
---	---	PARCEL LINES (FROM TAX MAP)
---	---	CHANNEL CENTERLINE
---	---	WATERLINE (TBD)
---	---	ORDINARY HIGH WATER MARK
---	---	APPROXIMATE LIMITS OF DISTURBANCE
---	---	CROSS SECTION (± 50' ON CENTER)
---	---	TREELINE
---	---	WETLANDS
---	---	GRAVEL ROAD
---	---	ROCKERY SLOPE PROTECTION SIZE AS SPECIFIED
---	---	VEGETATED ROCK SLOPE PROTECTION
---	---	BUILDINGS
---	---	FIRE HYDRANT
---	---	WATER GATE VALVE
---	---	TEMPORARY BENCH MARK
---	---	BOULDER (4' TO 6"± AVERAGE SIZE) WITHIN LOW FLOW CHANNEL
---	---	EX. TREES
---	---	EX. TREE TO BE REMOVED
---	---	EX. TREES TO BE PROTECTED

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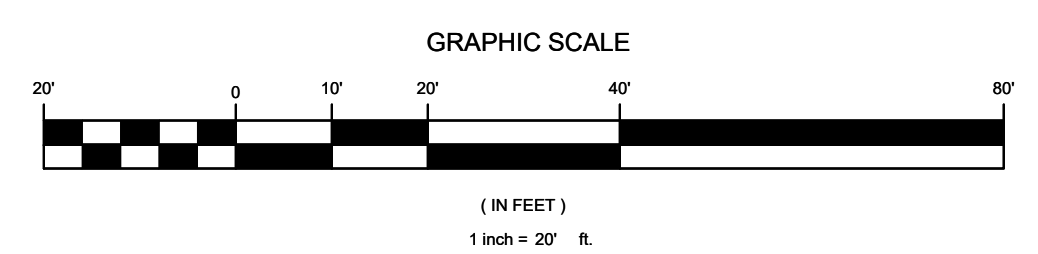
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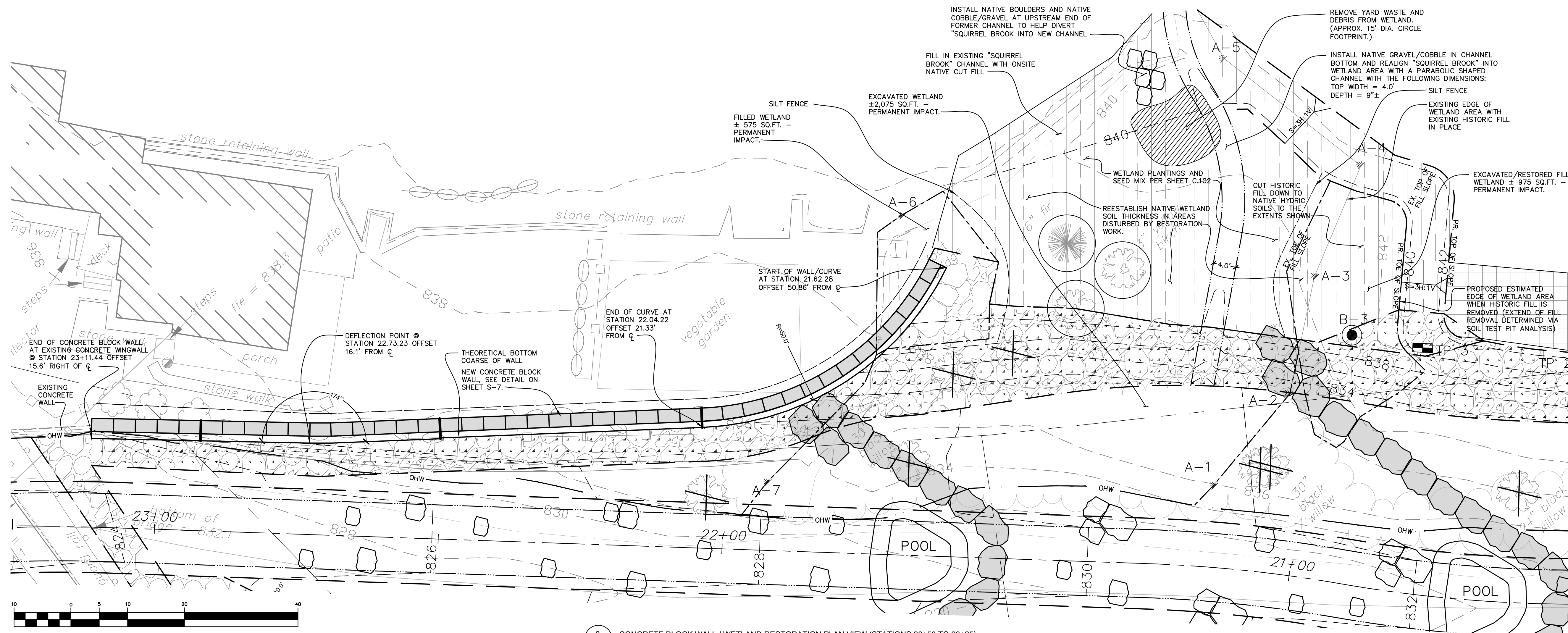
CLIENT NAME  
**ESSEX COUNTY COMMUNITY RESOURCES**  
Elizabethtown, N.Y.

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**KEENE, NY  
GULF BROOK CHANNEL RESTORATION PHASE II  
CIVIL PLAN AND PROFILE  
STA. 21+25 TO 26+40**

DRAWING NO. **C.202** SHT. 9 OF 25  
REV. 1

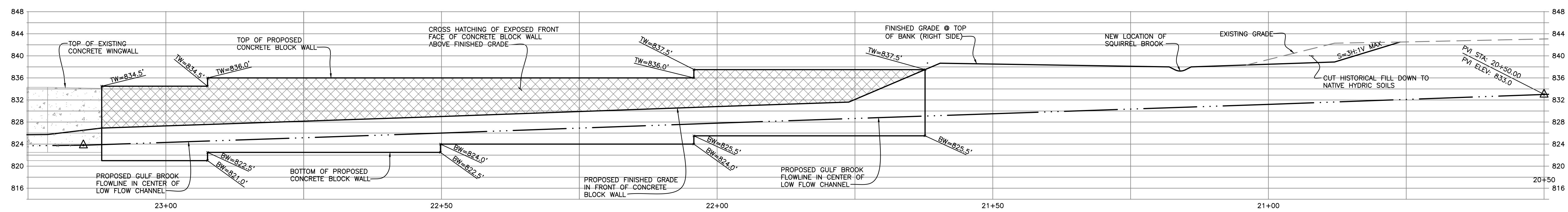






- LEGEND**
- PROPOSED
  - EXISTING
  - CONTOURS
  - BREAKLINES/SITE FEATURES
  - SLOPE TOE/TOP CATCHLINE
  - EDGE OF WATER (LOW FLOW)
  - FENCE
  - PARCEL LINES (FROM TAX MAP)
  - CHANNEL CENTERLINE
  - WATERLINE (TBD)
  - ORDINARY HIGH WATER MARK
  - APPROXIMATE LIMITS OF DISTURBANCE
  - CROSS SECTION (50' ON CENTER)
  - TREELINE
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  - GRAVEL ROAD
  - ROCKERY SLOPE PROTECTION SIZE AS SPECIFIED
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  - TEMPORARY BENCH MARK
  - BOULDER (4' to 6'± AVERAGE SIZE) WITHIN LOW FLOW CHANNEL
  - EX. TREES
  - EX. TREE TO BE REMOVED
  - EX. TREES TO BE PROTECTED

3 CONCRETE BLOCK WALL / WETLAND RESTORATION PLAN VIEW (STATIONS 20+50 TO 23+25)  
1"=10'



4 PROFILE VIEW (STATIONS 20+50 TO 23+25)  
1"=10'

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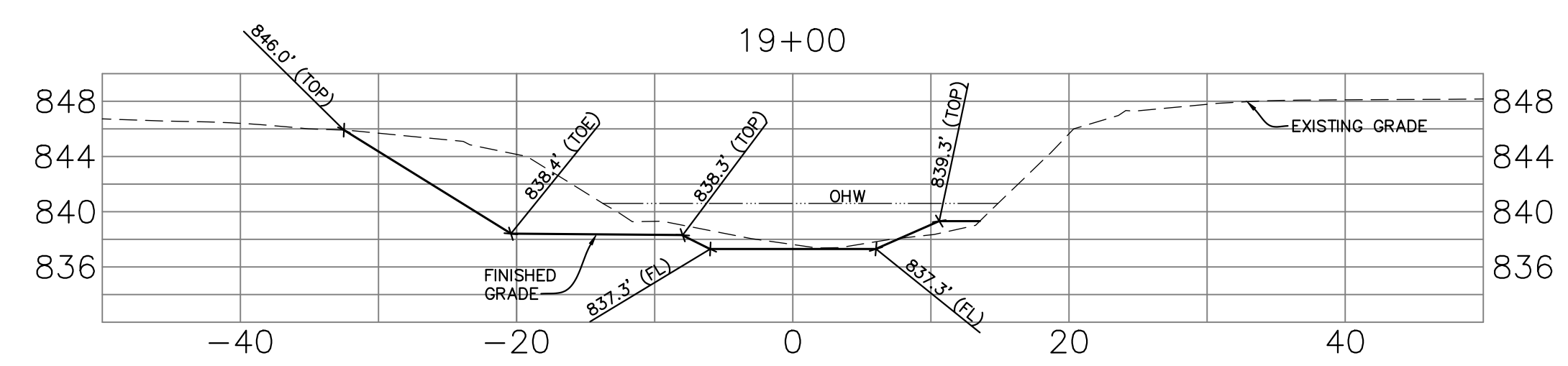
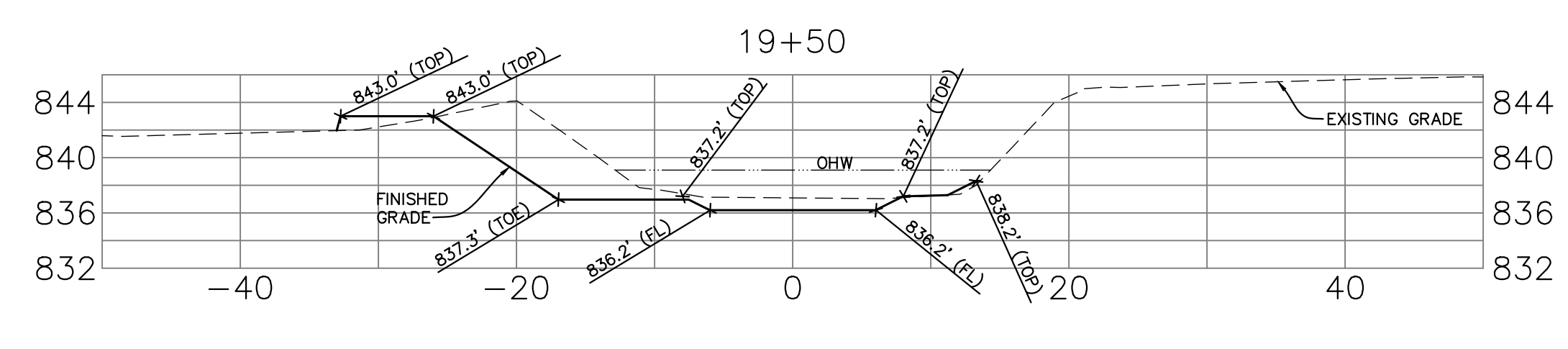
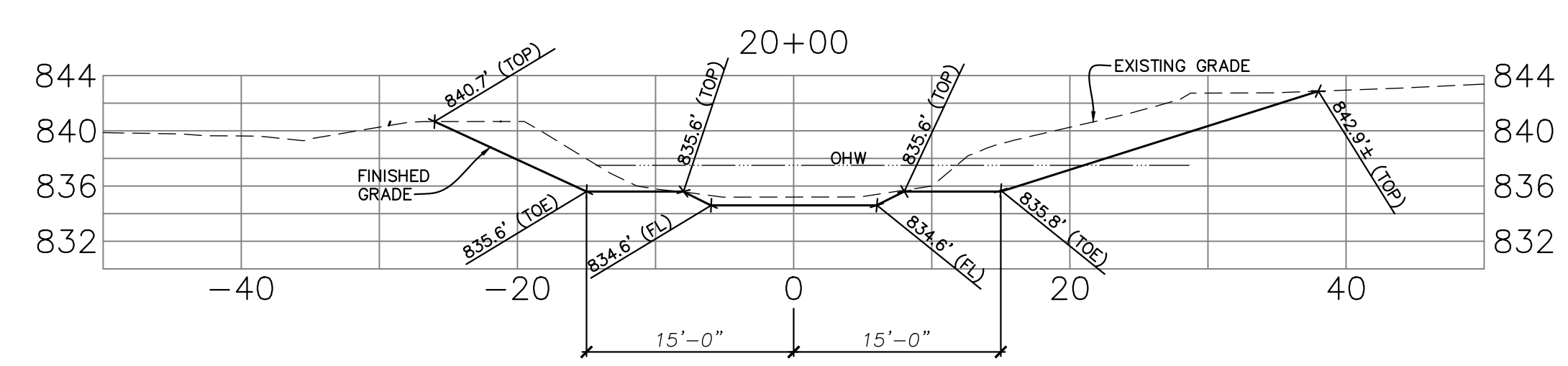
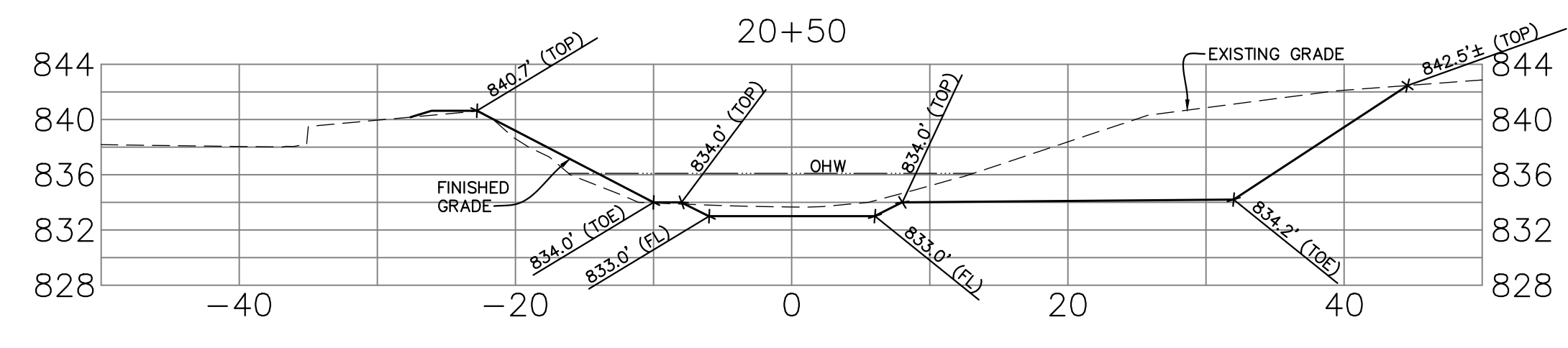
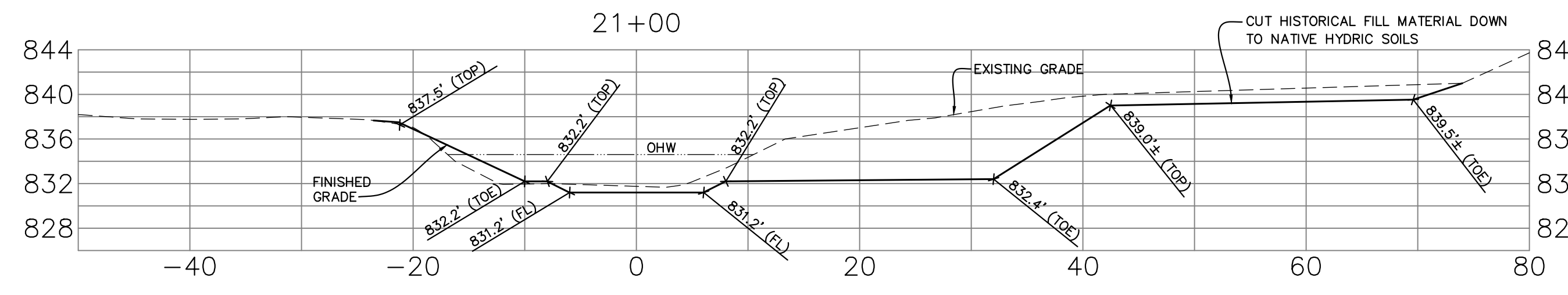
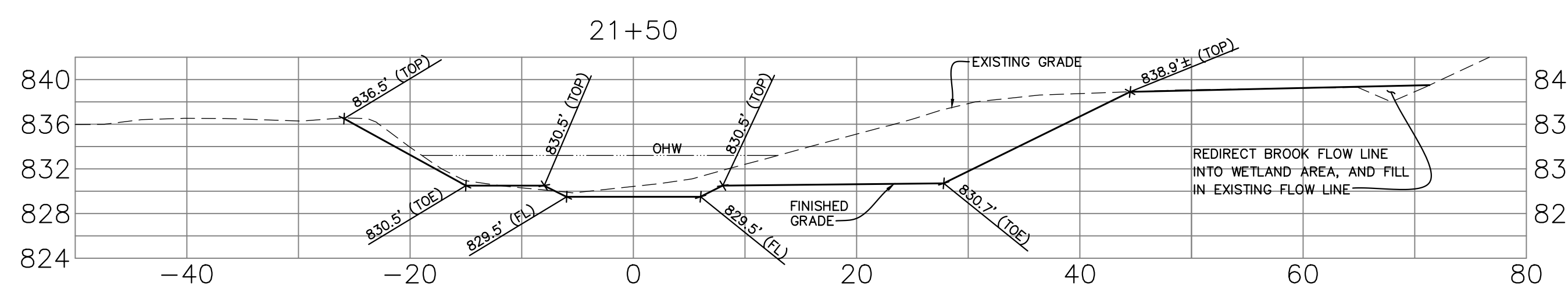
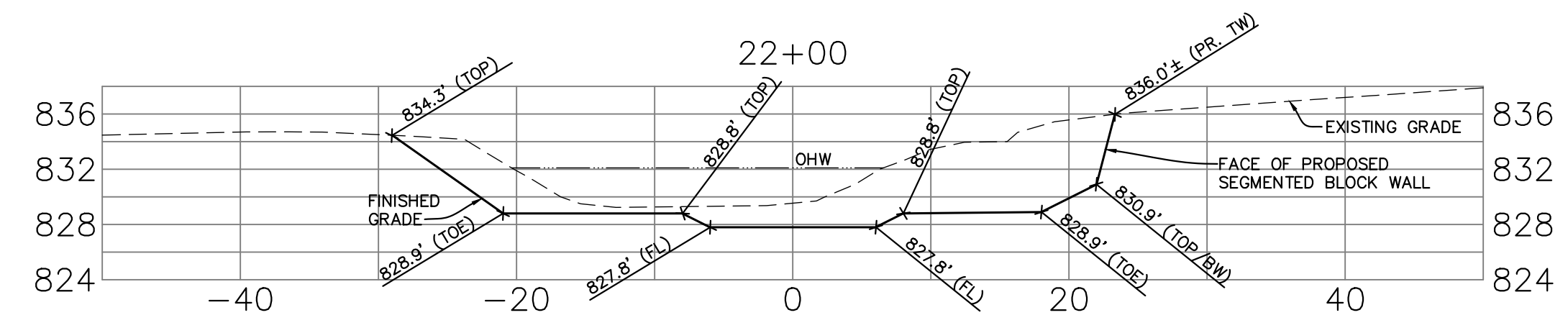
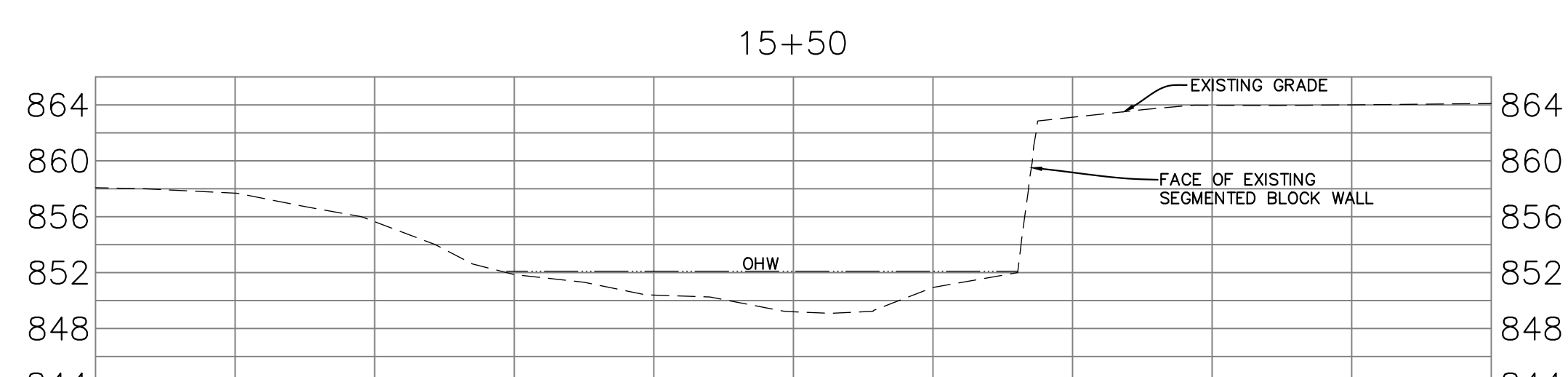
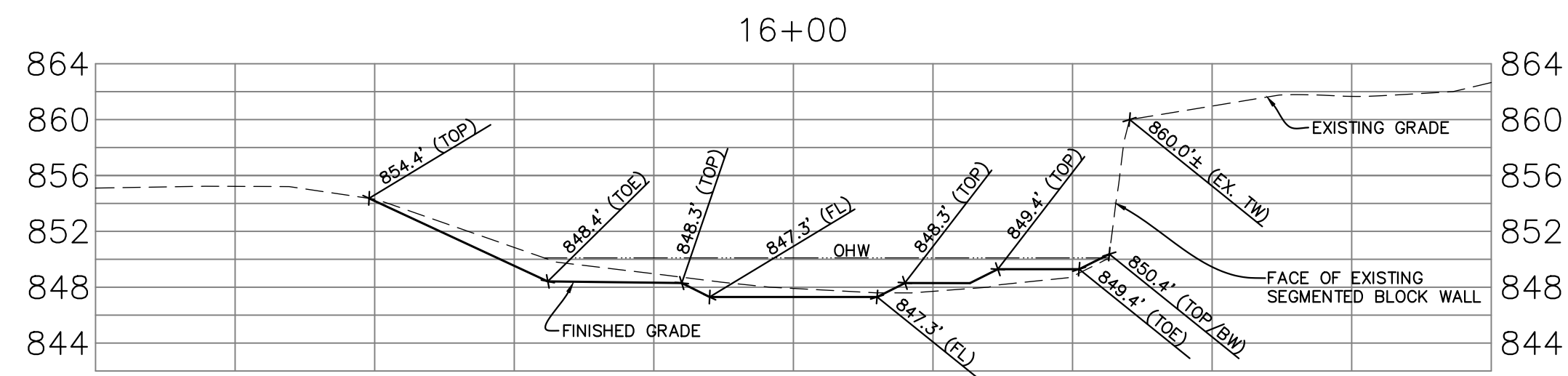
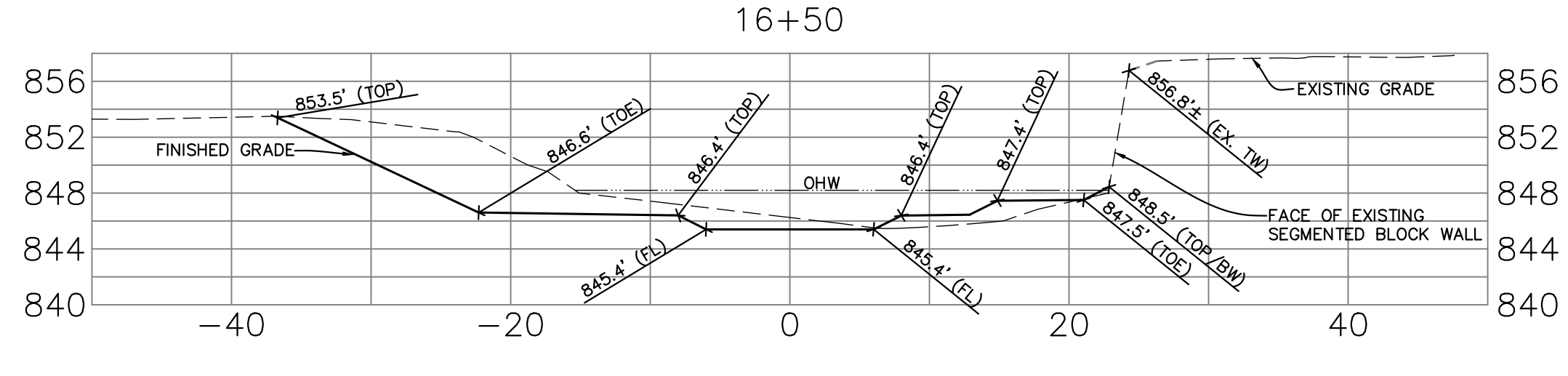
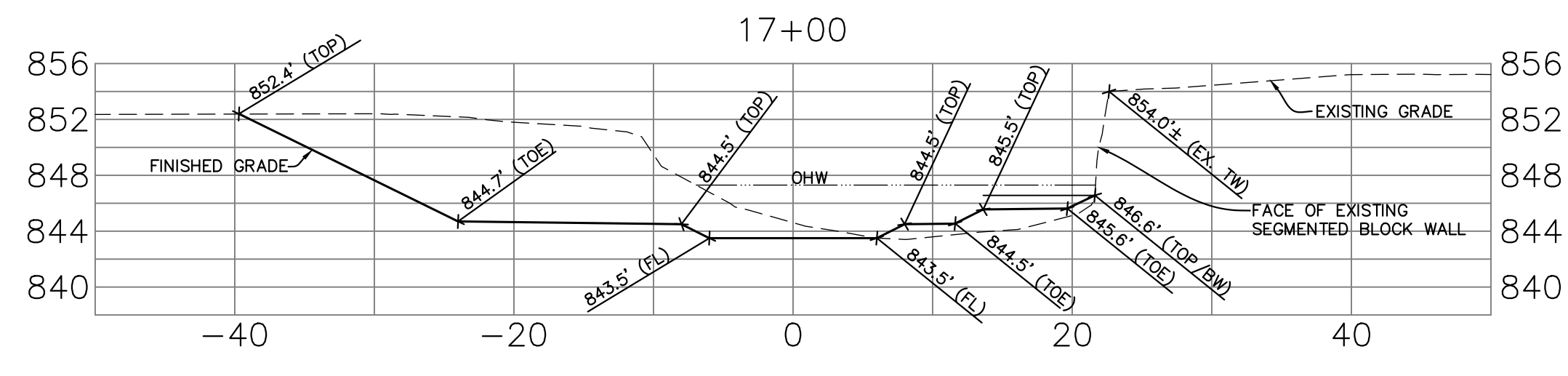
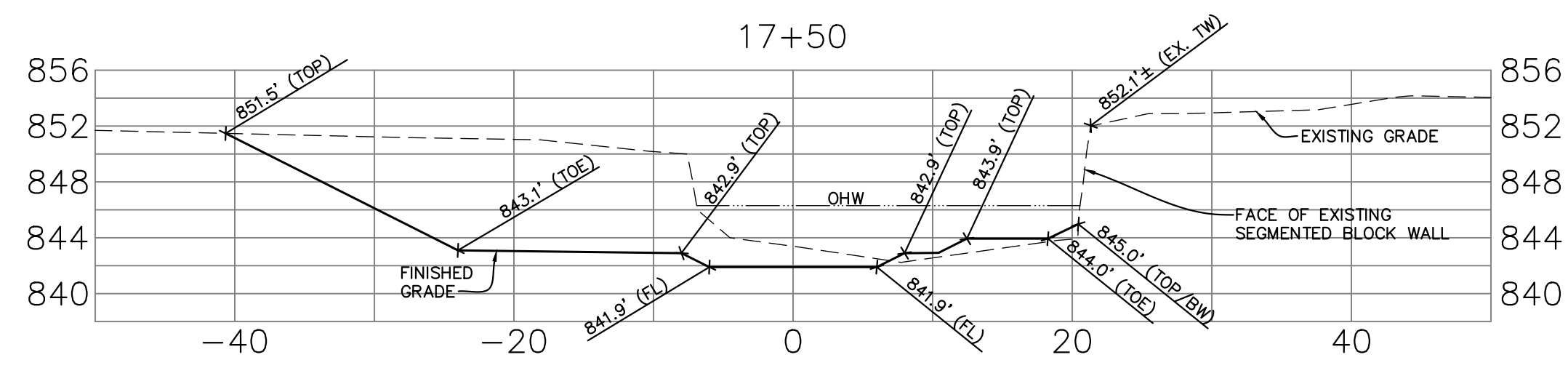
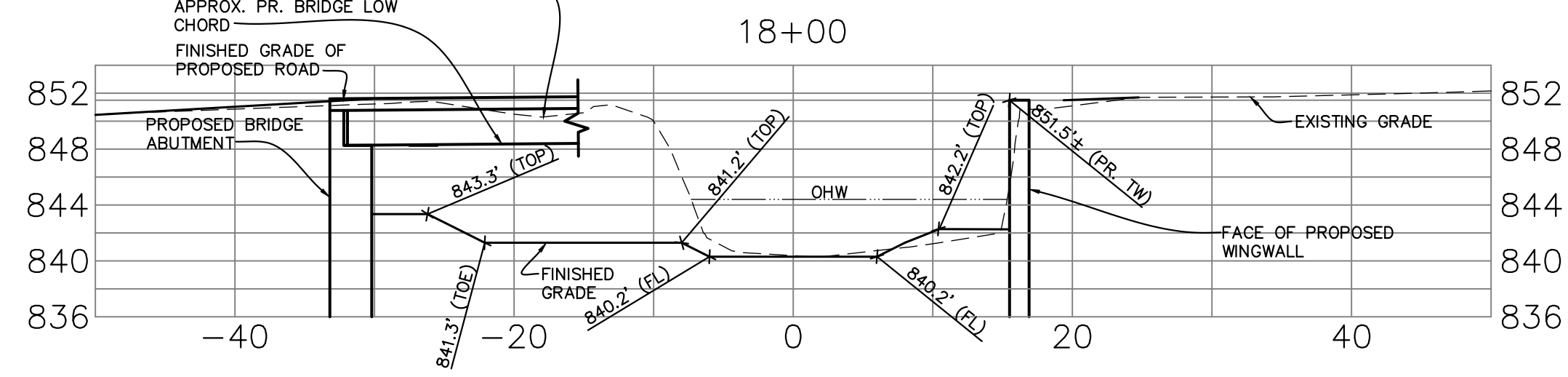
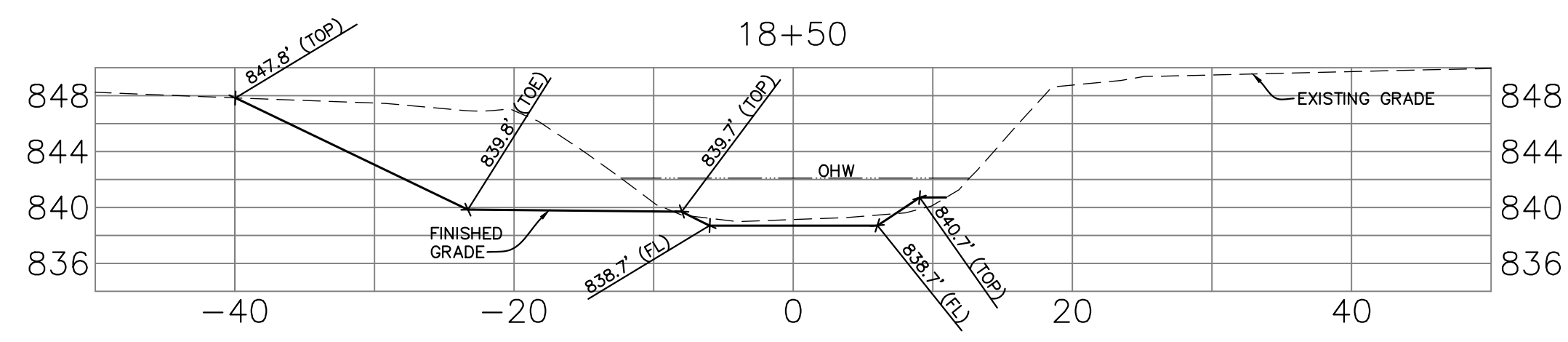
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PROJ. NO: 15-881 CHK'D BY: ES

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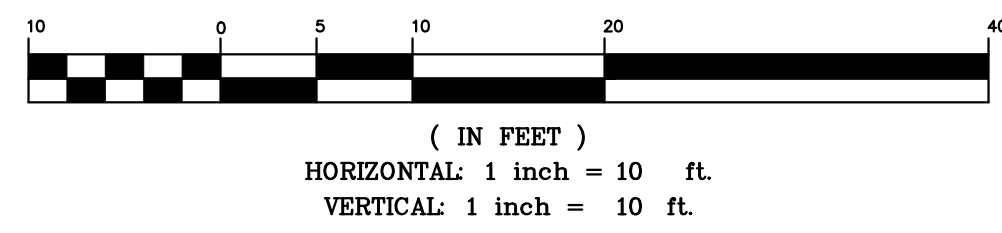
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**KEENE, NY  
GULF BROOK CHANNEL RESTORATION PHASE II  
CONCRETE BLOCK WALL AND WETLAND RESTORATION PLAN**

DRAWING NO. **C.203** SHT. 10 OF 25  
REV. 1





FOR SECTIONS 18+50, 19+00 AND 19+50, REFER TO DESIGN ENGINEER DISCLAIMER ON SHEET N-2.



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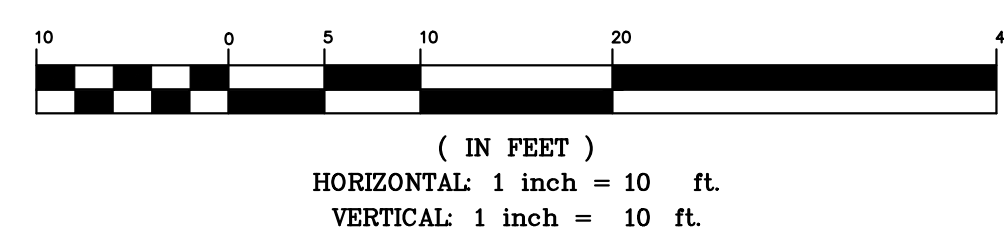
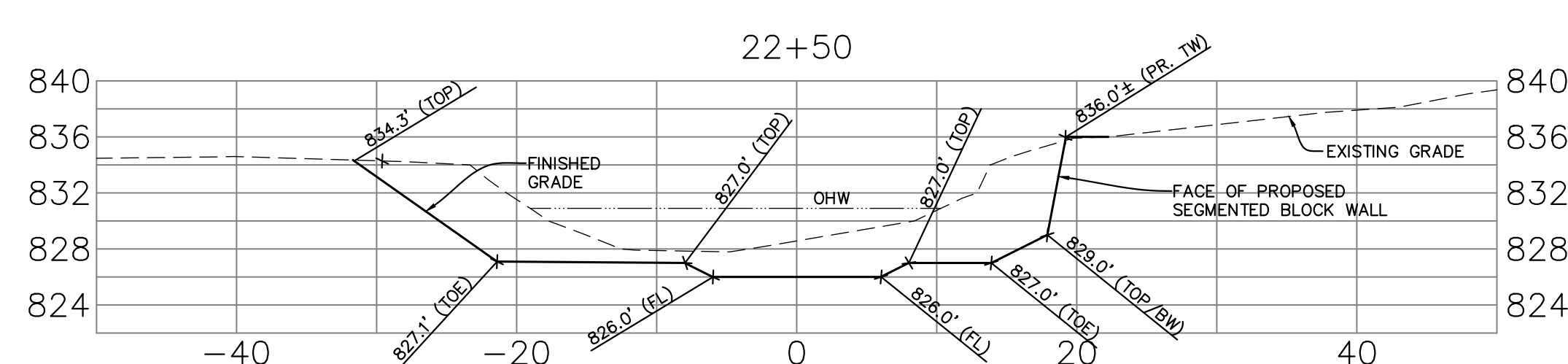
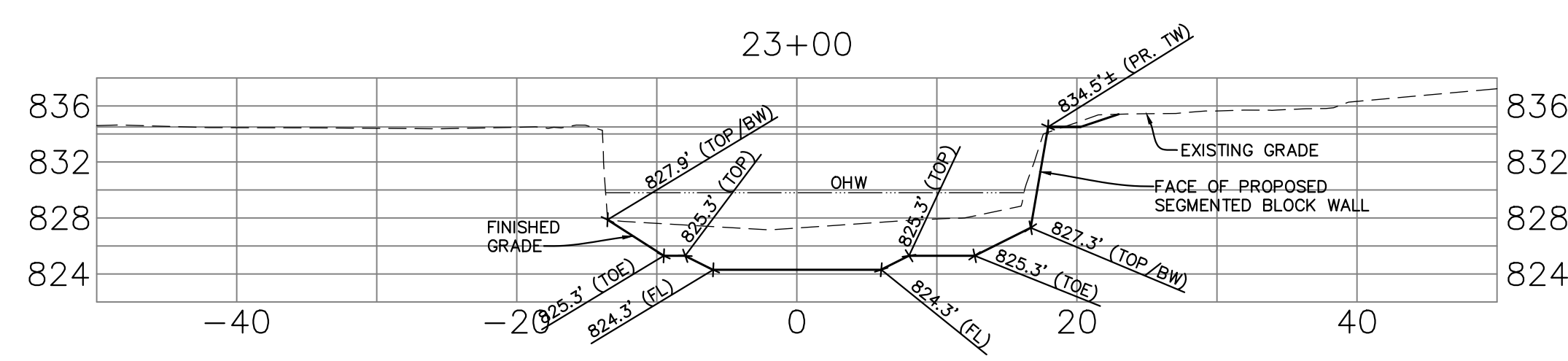
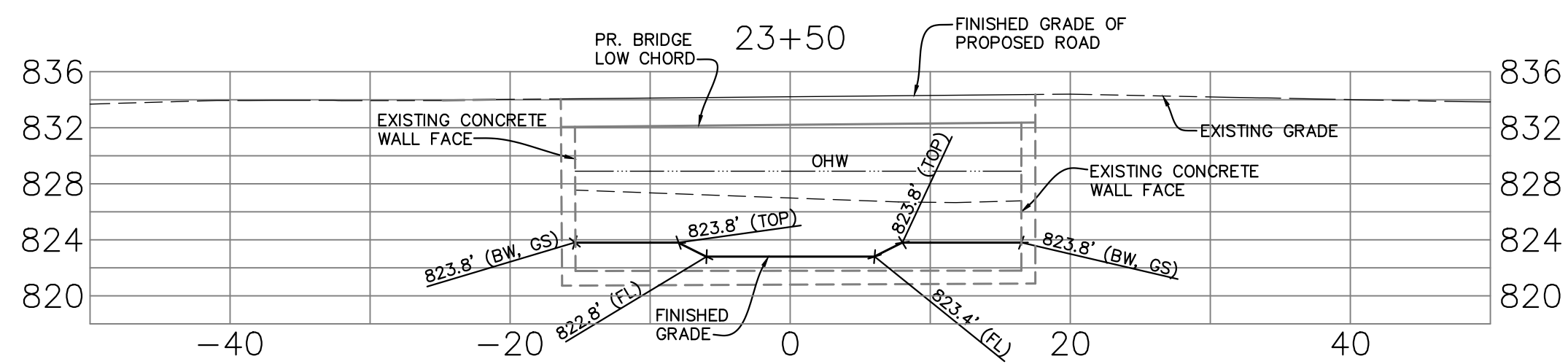
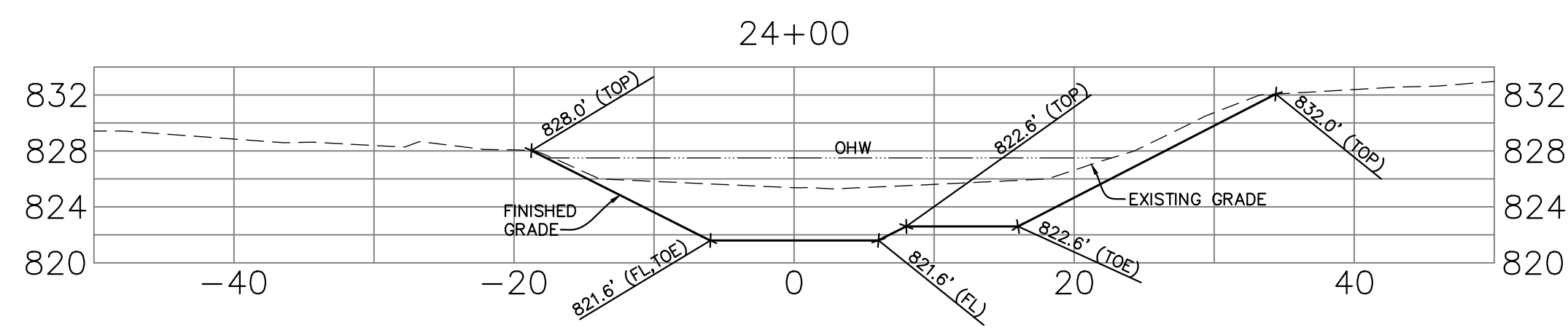
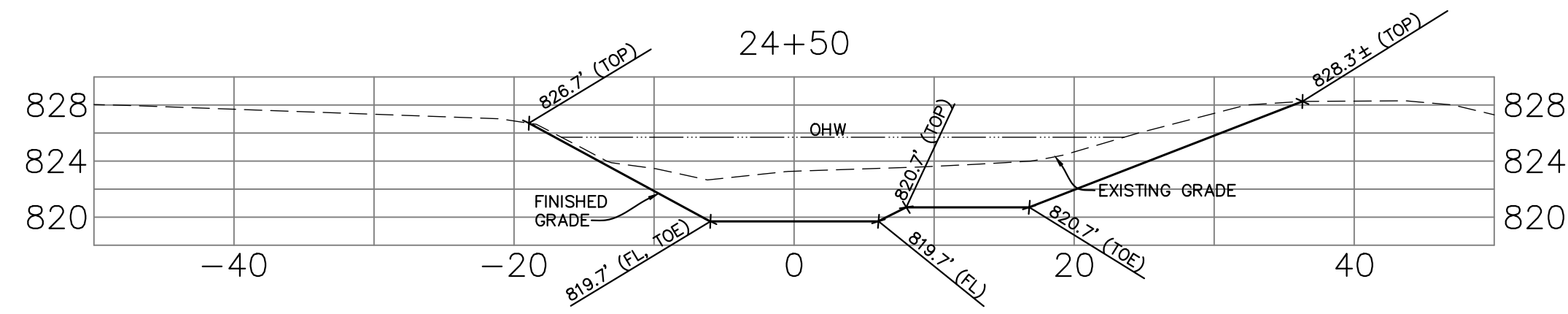
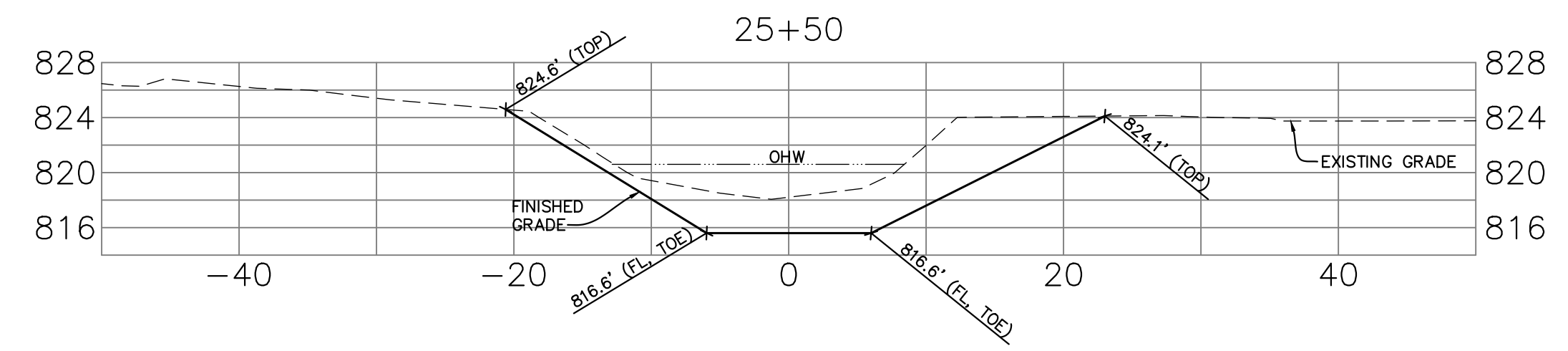
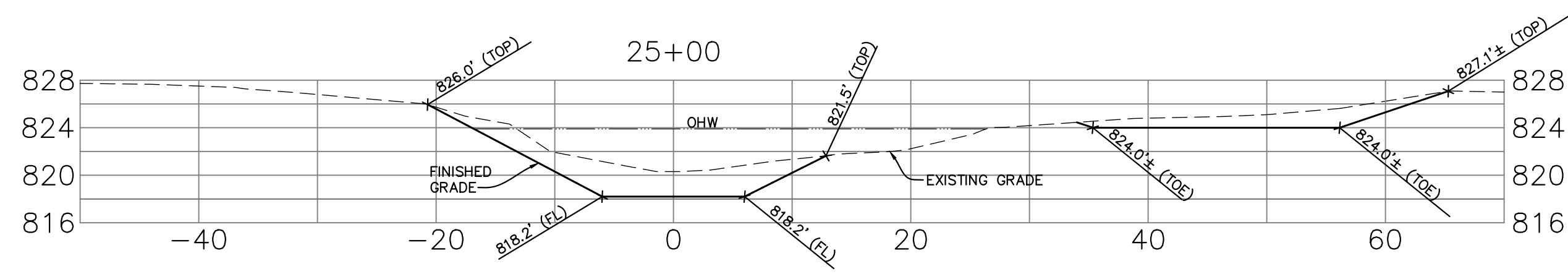
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 DATE: 6/27/2019 ENG. BY: KAS/SRA  
 PROJ. NO: 15-881 CHK'D BY: ES

CLIENT NAME  
**ESSEX COUNTY COMMUNITY RESOURCES**  
 Elizabethtown, N.Y.

DRAWING TITLE  
**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II CROSS SECTION STATIONS 15+50 TO 22+00**

DRAWING NO. **C.301** SHT. 11 OF 25  
 REV. 1





REVISIONS		
REV.	DATE	DESCRIPTION
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DRAWING TITLE  
**KEENE, NY  
 GULF BROOK CHANNEL RESTORATION PHASE II  
 CROSS SECTION STATIONS  
 22+50 TO 25+50**

DRAWING NO. **C.302** SHT. 12 OF 25  
 REV. 1



**ROCK SLOPE and CHANNEL**

**PROTECTION NOTES**

- ROCK SELECTION:**
- ROCKS MUST BE APPROVED, HARD, ANGULAR, BLASTED, STRONG, RESISTANT TO WEATHERING, AND RING WHEN STRUCK WITH A GEOLOGY HAMMER.
  - ROCKS MUST BE FREE OF MAJOR WEAK ZONES SUCH AS CRACKS, SEAMS, AND FOLIATION.
  - THE SPECIFIED ROCK SLOPE PROTECTION SHALL BE PLACED IN ONE COURSE THICKNESS AS SHOWN ON THE PLANS IN A MANNER THAT WILL RESULT IN A REASONABLY WELL GRADED SURFACE. CARE SHALL BE TAKEN IN THE PLACING TO AVOID DISPLACING THE UNDERLYING MATERIAL.
  - THE ROCK SLOPE PROTECTION SHALL BE PLACED AND DISTRIBUTED SO THAT THERE WILL BE NO ACCUMULATIONS OF EITHER THE LARGER OR SMALLER SIZES OF STONE. REARRANGEMENT OF THE STONE FILL BY HAND LABOR OR MECHANICAL EQUIPMENT MAY BE REQUIRED TO OBTAIN THE SPECIFIED RESULTS.
  - WHEN ROCK SLOPE PROTECTION AND FILTER BLANKET ARE TO BE PLACED AS PART OF AN EMBANKMENT, THE PROTECTIVE MATERIALS SHALL BE PLACED CONCURRENTLY WITH THE CONSTRUCTION OF THE EMBANKMENT, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. WHERE ROCK FILL ARE TO BE PLACED UNDER WATER, METHODS SHALL BE USED THAT WILL MINIMIZE SEGREGATION AND ENSURE THAT THE REQUIRED THICKNESS OF PROTECTIVE MATERIAL WILL BE OBTAINED.
  - THE ROCK SLOPE PROTECTION SHALL BE PLACED ON THE PREPARED SLOPE SO THAT THERE WILL BE A MINIMUM OF SPACE BETWEEN THE STONES. THE DEPTH OF EACH STONE SHALL BE EQUAL TO THE THICKNESS OF THE COURSE SHOWN ON THE PLANS. THE VOIDS BETWEEN THE STONES SHALL BE CHINKED WITH SMALLER STONES TO PRODUCE A RELATIVELY SMOOTH AND UNIFORM SURFACE.
  - THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING THE ROCK SLOPE PROTECTION AS A WELL COMPACTED MASS, WITH STONES INTERLOCKED WITH EACH OTHER AND WITH NO LARGE VOIDS TO REDUCE THE POTENTIAL FOR UPLIFT AND MOVEMENT.
  - TO ACHIEVE A WELL COMPACTED MASS, CONTRACTOR MAY BE REQUIRED TO FOLLOW THE INITIAL PLACEMENT OF ROCK SLOPE PROTECTION WITH ADDITIONAL PASSES OF SMALLER MATERIAL. SELECTIVE HAND PLACEMENT OF ROCK OR STONE FOLLOWED BY COMPACTED MAY ALSO BE REQUIRED.
  - DUMPING OF ROCK SLOPE PROTECTION AT THE TOP OF SLOPES AND ROLLING OR PUSHING INTO PLACE SHALL NOT BE PERMITTED.
  - ROCK SLOPE PROTECTION SHALL MEET THE GRADATION BELOW AS BEST AVAILABLE FROM LOCAL SOURCES.

**TYPE VI ROCK SLOPE PROTECTION GRADATION**

# PASSING	SIZE
100	72"
85	54"-66"
50	36"-48"
15	30"-42"
0	24"

**NATIVE CHANNEL BED MATERIAL NOTE**

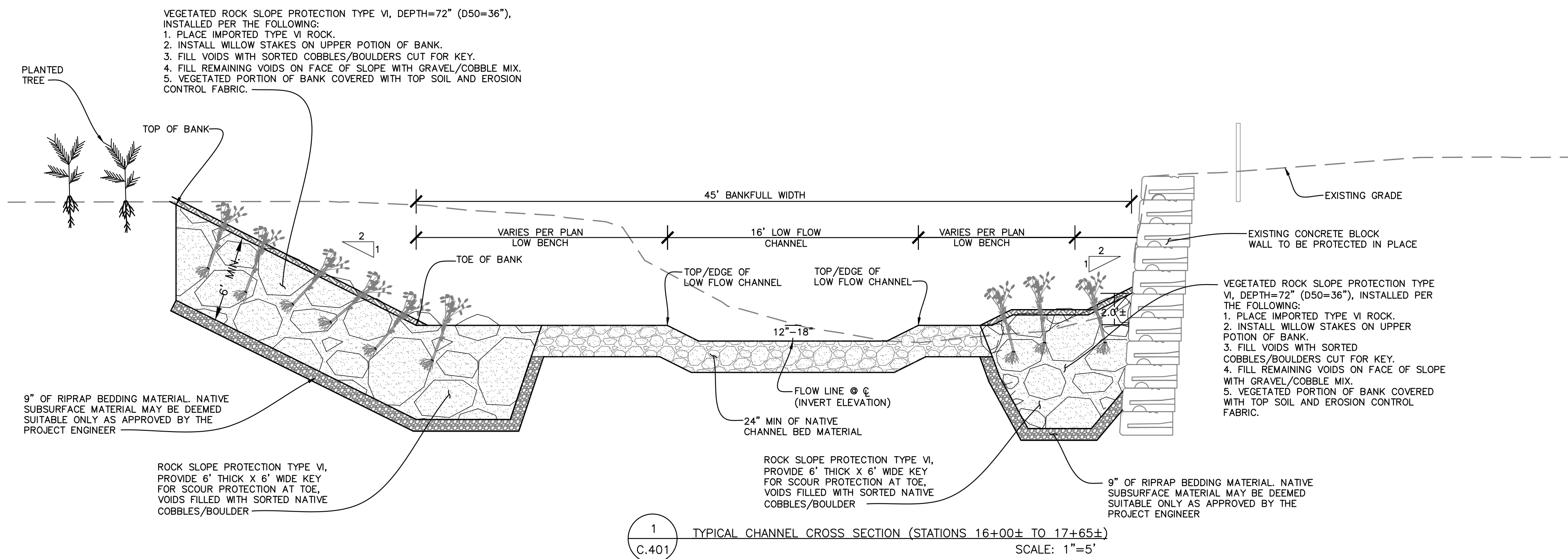
- NATIVE CHANNEL BED MATERIAL SHALL BE EXISTING BED MATERIAL EXCAVATED DURING THE WORK UNDER THIS PROJECT. THE MATERIAL SHALL BE STOCKPILED AND REUSED AS SHOWN ON THE PLANS AND AS DIRECTED BY THE ENGINEER.

**LOW FLOW CHANNEL NOTE**

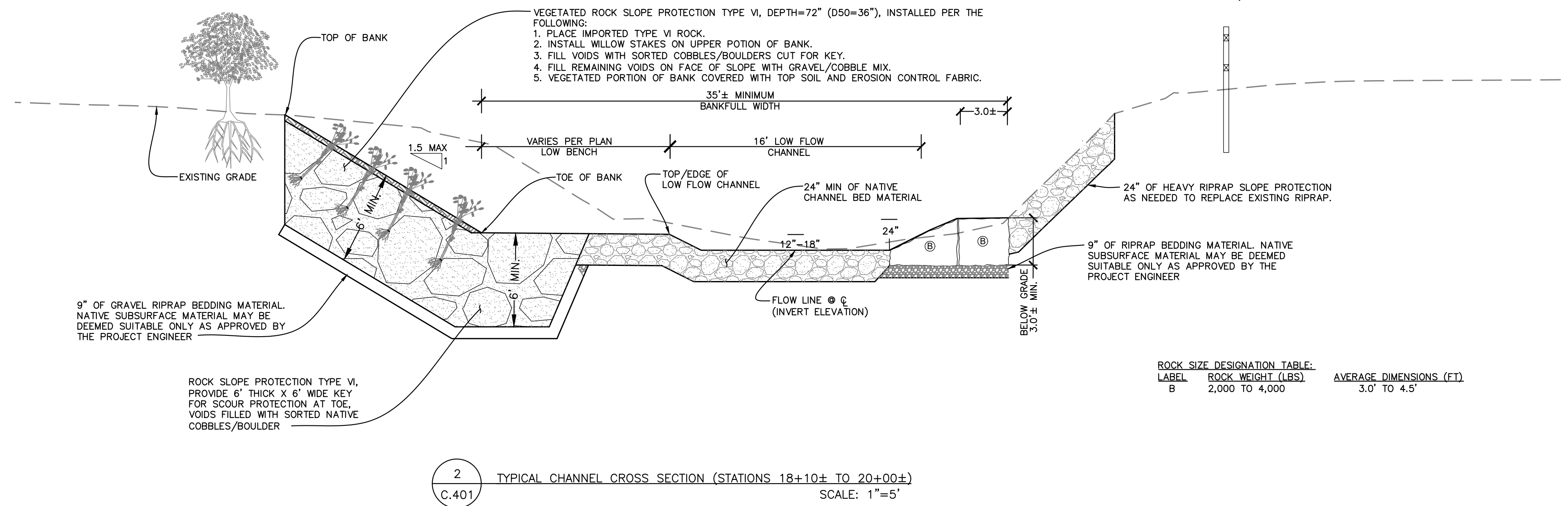
- THE LOW FLOW CHANNEL AND LOW CHANNEL BENCHES SHALL BE EXISTING CHANNEL MATERIAL AND SHALL BE PLACED TO MIMIC THE NATURAL CHANNEL / ROCK RIVER BOTTOM AND ROUGHNESS THROUGHOUT THE PROJECT TO THE SATISFACTION OF THE ENGINEER.

**PLACED RIPRAP WALL SECTION**

- ROCK SELECTION:**
- ROCKS MUST BE CUBICAL, TABULAR, OR RECTANGULAR SO THAT THEY REST UPON EACH OTHER IN THE WALL.
  - ROCKS MUST BE HARD, STRONG, RESISTANT TO WEATHERING, AND RING WHEN STRUCK WITH A GEOLOGY HAMMER.
  - ROCKS MUST BE FREE OF MAJOR WEAK ZONES SUCH AS CRACKS, SEAMS, AND FOLIATION.
- ROCK PLACEMENT RECOMMENDATIONS:**
- FIRST LAYER OF ROCK SHALL BE PLACED ON A FIRM, UNYIELDING BASE LAYER CONSISTING OF A COMPACTED 12" THICK BEDDING MATERIAL. THE FIRST LAYER OF ROCK SHOULD FULLY CONTACT THE BASE LAYER, WHICH MAY BE ACCOMPLISHED BY DROPPING OR POUNDING THE ROCK INTO THE BASE.
  - AS THE WALL IS CONSTRUCTED, THE ROCKS SHOULD BE PLACED SO THAT THERE ARE NO CONTINUOUS JOINT SEAMS IN THE LATERAL AS WELL AS VERTICAL JOINTS SHALL BE STAGGERED BETWEEN ROCKS ON ADJACENT TIERS.
  - THE ROCK ABOVE THE FIRST LAYER SHOULD BE PLACED SO THAT THERE ARE AT LEAST TWO ROCKS BELOW IT. ROCKS SHALL BE PLACED SO THAT THEY BEAR SOLELY ON THE ROCKS BELOW.
  - ROCKS SHOULD BE PLACED SO THAT THE LONG DIMENSION IS PLACED INTO THE SLOPE (PERPENDICULAR TO THE SLOPE)
  - ROCKS SHOULD BE SET SUCH THAT THERE ARE NO SLOPING FACES OUT OF THE ROCK WALL, WHICH COULD CREATE A PLANE OF WEAKNESS OR FAILURE.
  - THE BATTER (INCLINATION) OF THE FRONT FACE (FF) OF THE ROCK WALL SHALL BE SET BACK AT A RATIO OF 3V:1H. TO THE EXTENT PRACTICAL, ROCKS SHALL DIP TOWARD THE EMBANKMENT TO BETTER RESIST SLIDING FORCES.
  - VOIDS OF 6" AND GREATER SHALL BE CHINKED, AND CHINKING ROCKS SHOULD NOT BE MOVABLE BY HAND. CHINKING ROCKS SHALL BE OF THE SAME QUALITY AS THE LARGE ROCKS. BACKFILL SMALLER VOIDS WITH GRANULAR MATERIAL OR GRAVEL TO FILL VOIDS.
  - FOOTER ROCK SHALL BE EMBEDDED A MINIMUM OF 4' BELOW THE CHANNEL BOTTOM AND 6' BELOW FINISHED GRADE.

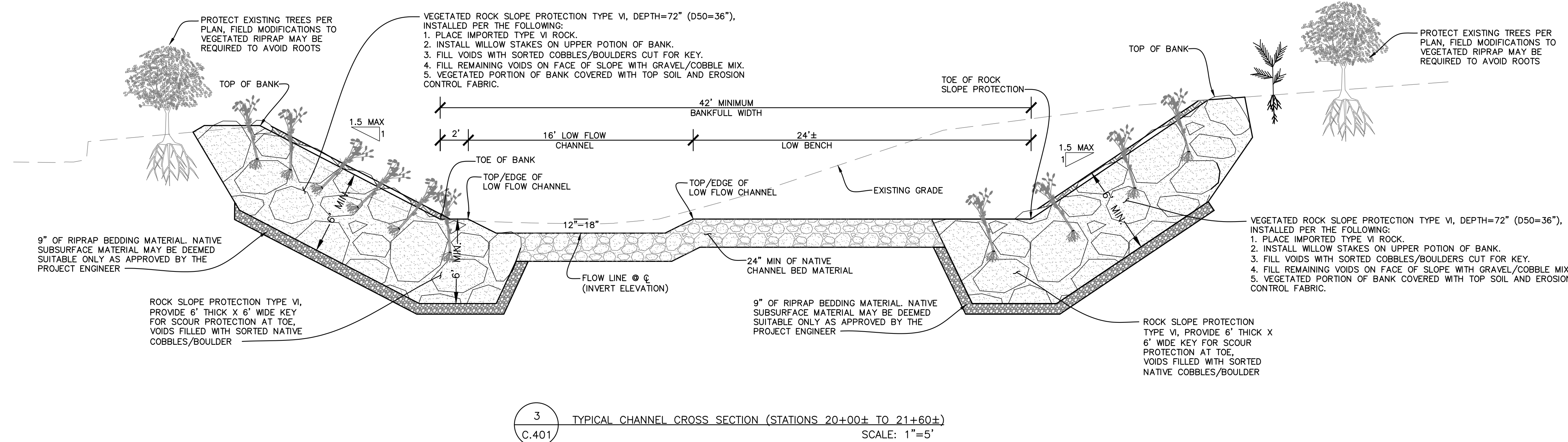


REFER TO DESIGN ENGINEER  
DISCLAIMER, SHEET N-2.



**ROCK SIZE DESIGNATION TABLE:**

LABEL	ROCK WEIGHT (LBS)	AVERAGE DIMENSIONS (FT)
B	2,000 TO 4,000	3.0' TO 4.5'



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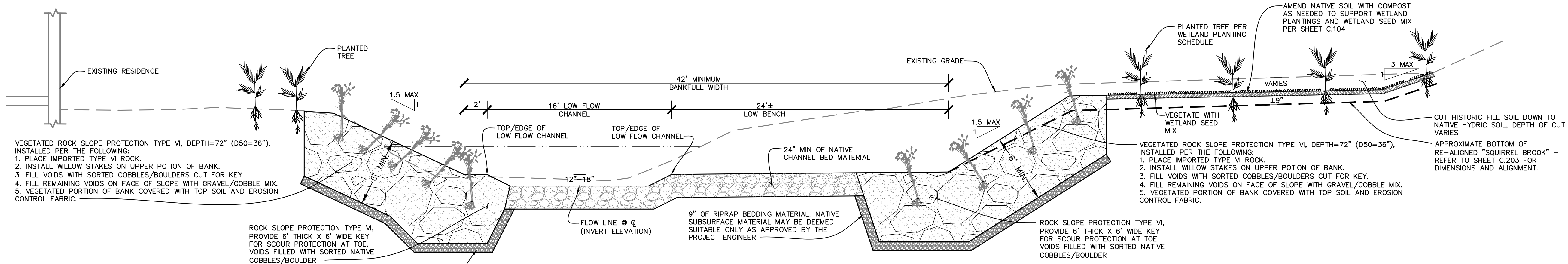
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Elizabethtown, N.Y.

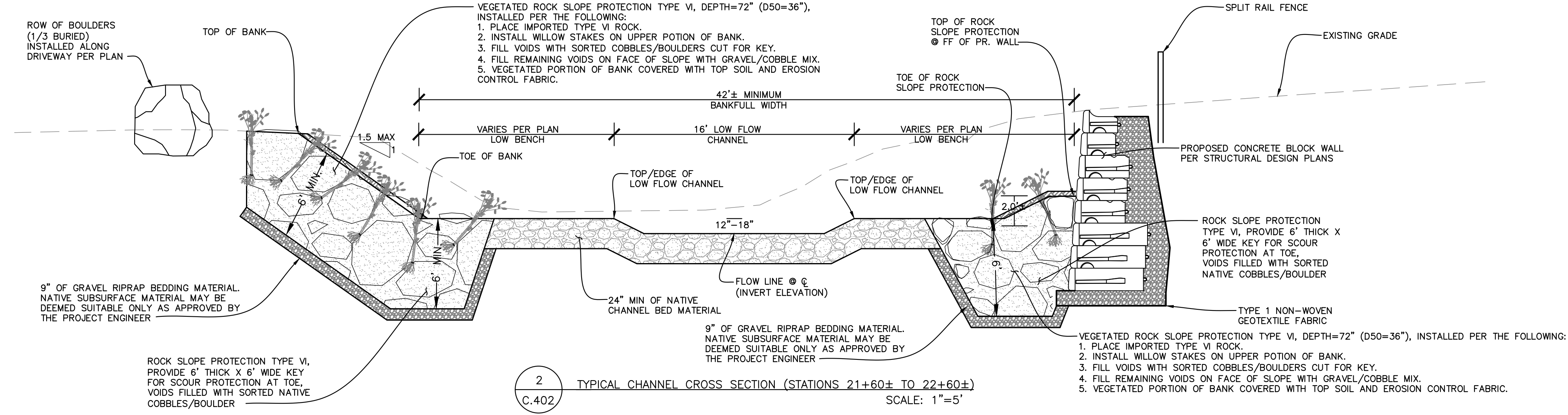
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**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II TYPICAL CHANNEL CROSS-SECTION DETAILS**

DRAWING NO. **C.401** SHT. 13 OF 25  
REV. 1



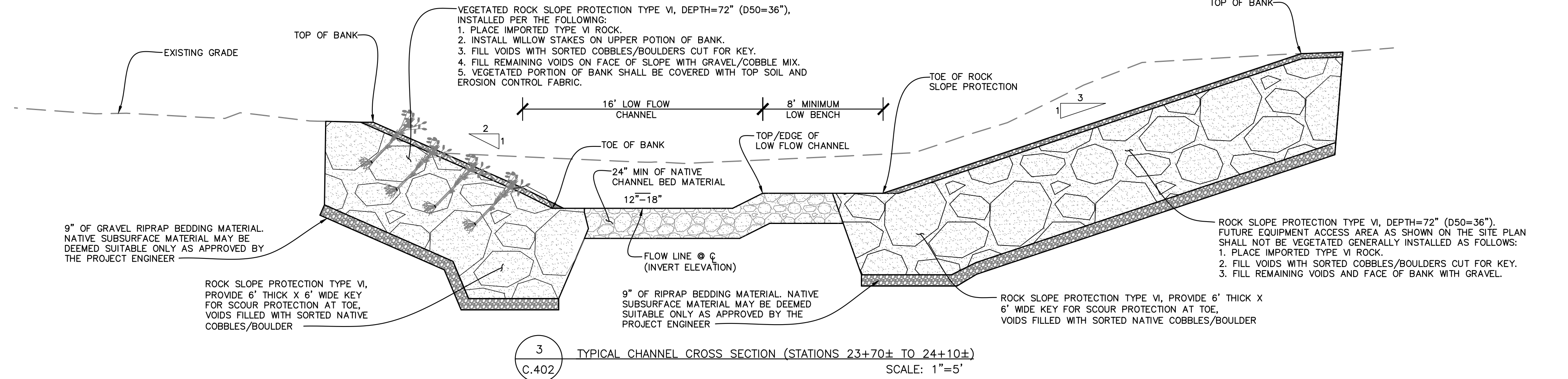


1 TYPICAL CHANNEL CROSS SECTION (STATIONS 20+75± TO 21+60±)  
SCALE: 1"=5'

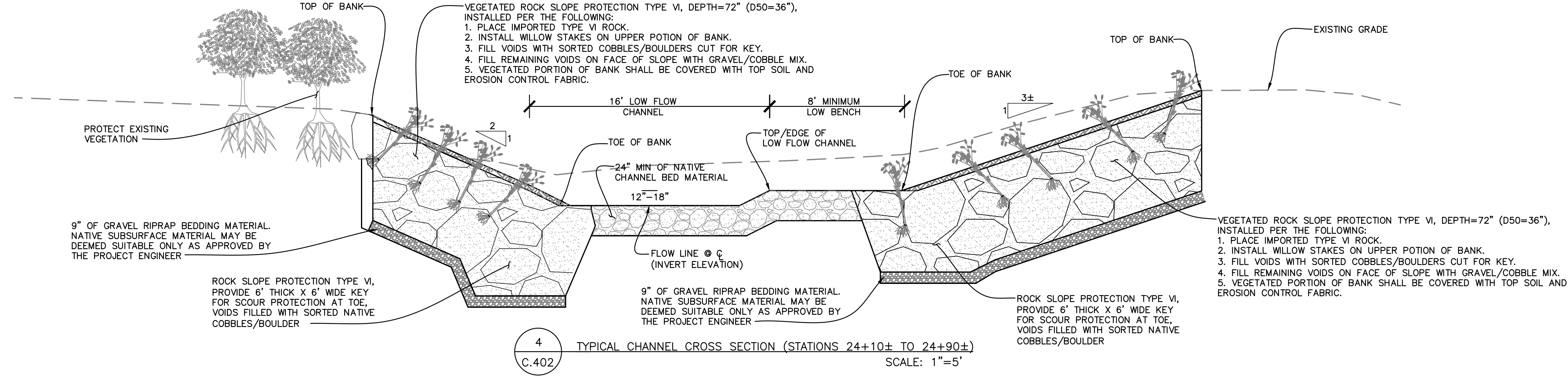


2 TYPICAL CHANNEL CROSS SECTION (STATIONS 21+60± TO 22+60±)  
SCALE: 1"=5'

TYPE VI ROCK SLOPE PROTECTION	
% PASSING	SIZE
100	72"
85	54"-66"
50	36"-48"
15	30"-42"
0	24"



3 TYPICAL CHANNEL CROSS SECTION (STATIONS 23+70± TO 24+10±)  
SCALE: 1"=5'



4 TYPICAL CHANNEL CROSS SECTION (STATIONS 24+10± TO 24+90±)  
SCALE: 1"=5'

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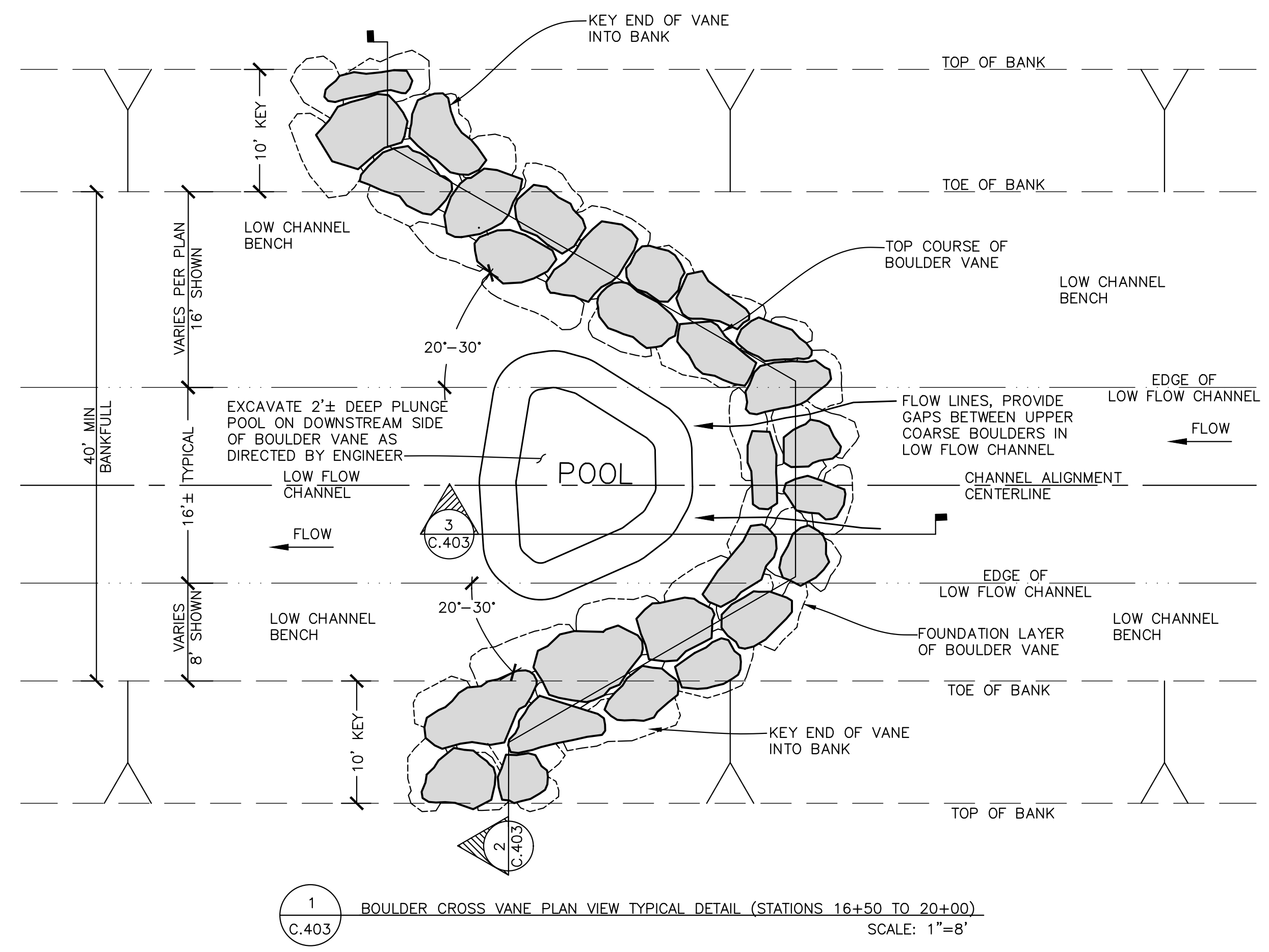
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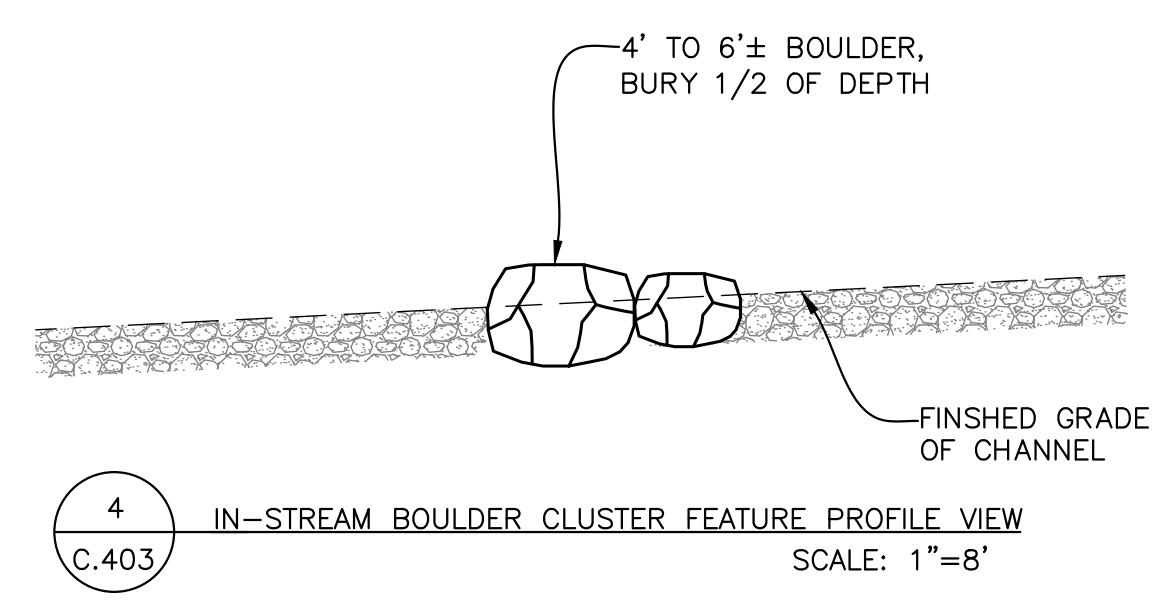
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**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II TYPICAL CHANNEL CROSS-SECTION DETAILS**

DRAWING NO. **C.402** SHT. 14 OF 25  
REV. 1

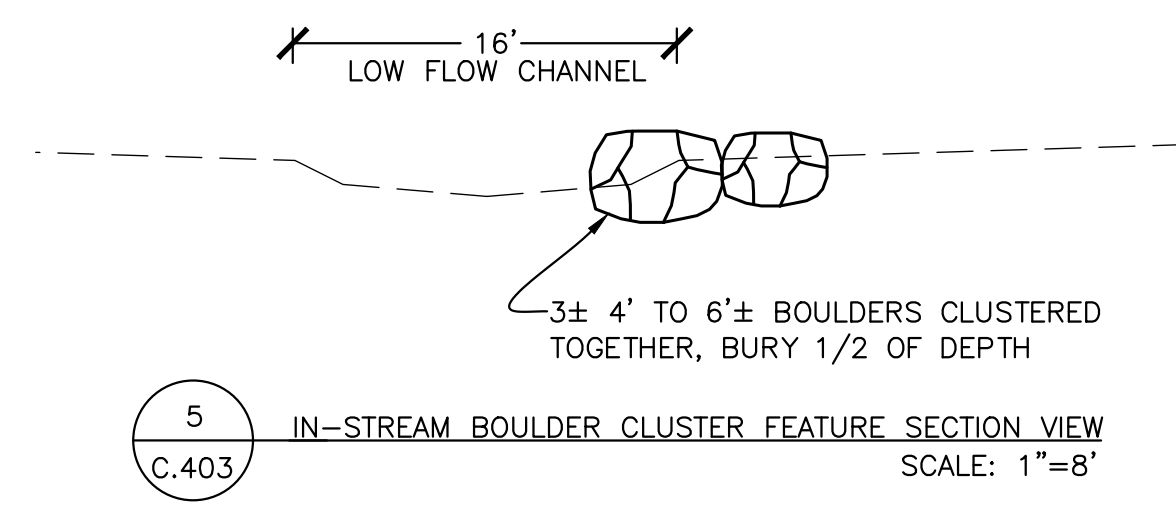




1 BOULDER CROSS VANE PLAN VIEW TYPICAL DETAIL (STATIONS 16+50 TO 20+00)  
C.403 SCALE: 1"=8'



4 IN-STREAM BOULDER CLUSTER FEATURE PROFILE VIEW  
C.403 SCALE: 1"=8'



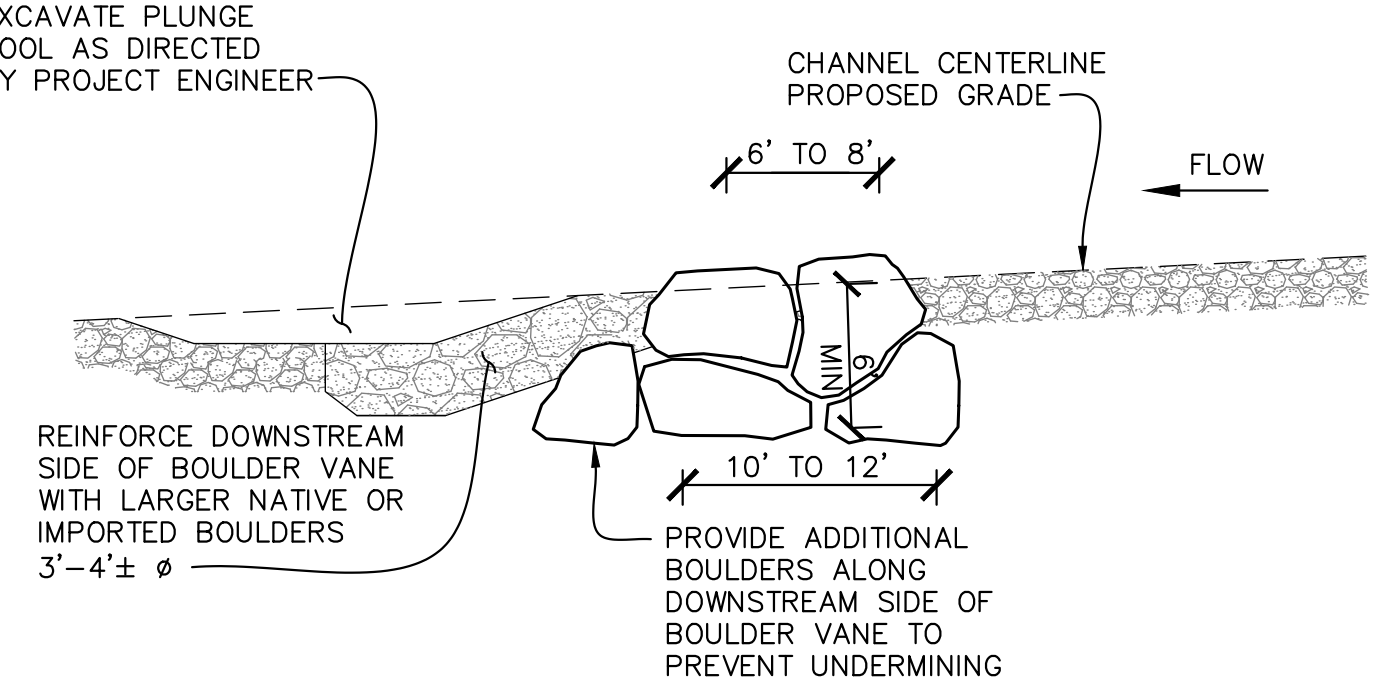
5 IN-STREAM BOULDER CLUSTER FEATURE SECTION VIEW  
C.403 SCALE: 1"=8'

**BOULDER CLUSTER NOTES**

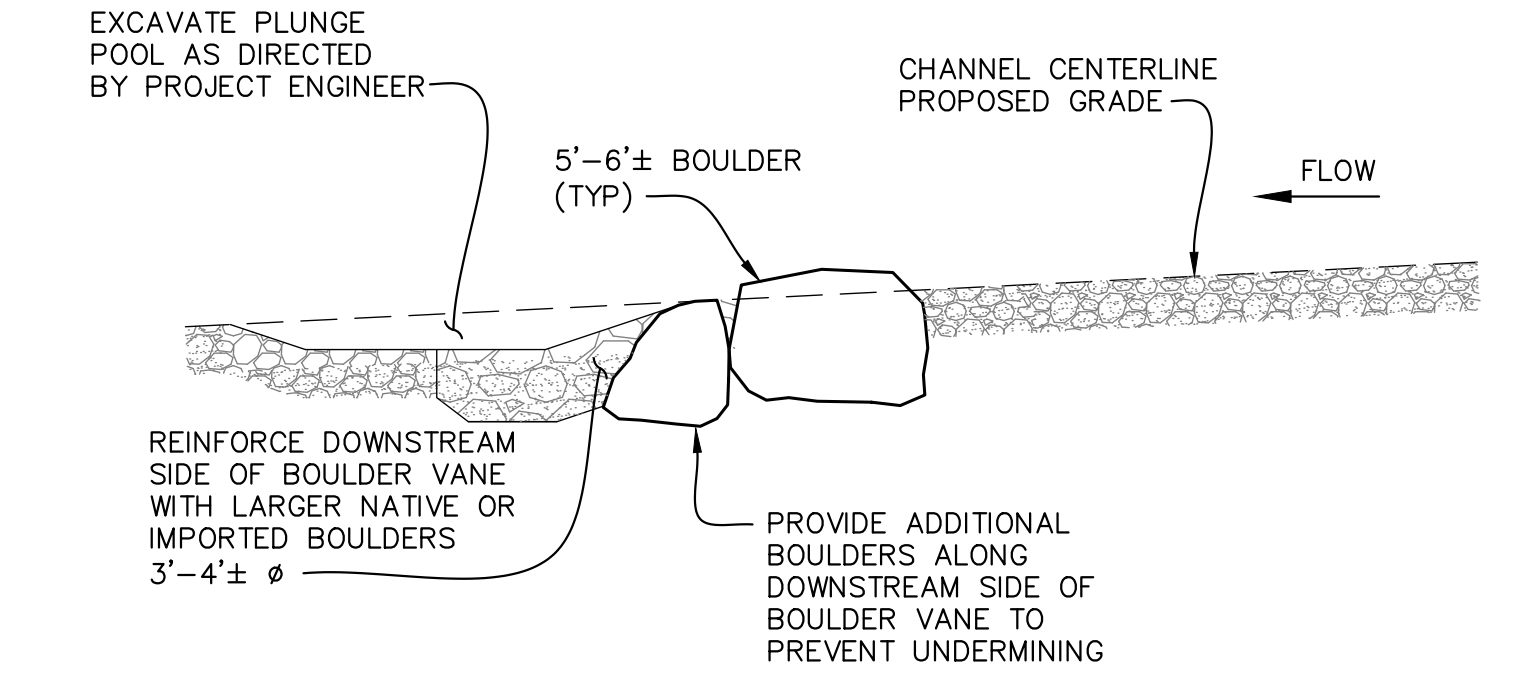
- 1) BOULDERS MUST BE APPROVED, HARD, ANGULAR, BLASTED, STRONG, RESISTANT TO WEATHERING, AND RING WHEN STRUCK WITH A GEOLOGY HAMMER.
- 2) BOULDERS MUST BE FREE OF MAJOR WEAK ZONES SUCH AS CRACKS, SEAMS, AND FOLIATION.
- 3) ALL BOULDERS SHALL APPROXIMATE AVERAGE DIMENSIONS FROM 4' TO 6'
- 4) BOULDERS SHALL BE CLUSTERED IN GROUPS OF 3 TO 4 BOULDERS. PLACE BOULDER CLUSTERS BETWEEN BOULDER VANES GENERALLY AS SHOWN OF THE SITE PLAN.
- 5) ADJUSTMENT OF FINAL LOCATION AND PLACEMENT OF THE BOULDER CLUSTERS MAY BE REQUIRED AS DETERMINED BY THE PROJECT ENGINEER.

**BOULDER CROSS VANE NOTES**

- 1) BOULDERS MUST BE APPROVED, HARD, ANGULAR, BLASTED, STRONG, RESISTANT TO WEATHERING, AND RING WHEN STRUCK WITH A GEOLOGY HAMMER.
- 2) BOULDERS MUST BE FREE OF MAJOR WEAK ZONES SUCH AS CRACKS, SEAMS, AND FOLIATION.
- 3) ALL BOULDERS SHALL APPROXIMATE AVERAGE DIMENSIONS FROM 48" TO 72"
- 4) OVERLAP UPSTREAM BOULDERS OVER DOWNSTREAM BOULDERS.
- 5) PLACE FOUNDATION BOULDERS SO THAT THEY INTERLOCK WITH EACH OTHER. PLACE UPPER COARSE OF BOULDER SO THAT THEY INTERLOCK WITH THE FOUNDATION COARSE.
- 6) FINISHED GRADE FOR TOP COARSE SHALL BE PER THE LAYOUT AND GRADING PLAN (TO THE EXTENT POSSIBLE), AND AS DETERMINED IN THE FIELD BY THE PROJECT ENGINEER.
- 7) ADJUSTMENT OF FINAL LOCATION AND PLACEMENT OF THE UPPER COARSE OF BOULDERS MAY BE REQUIRED AS DETERMINED BY THE PROJECT ENGINEER.
- 8) REFER TECHNICAL SPECIFICATIONS FOR ADDITIONAL INFORMATION.

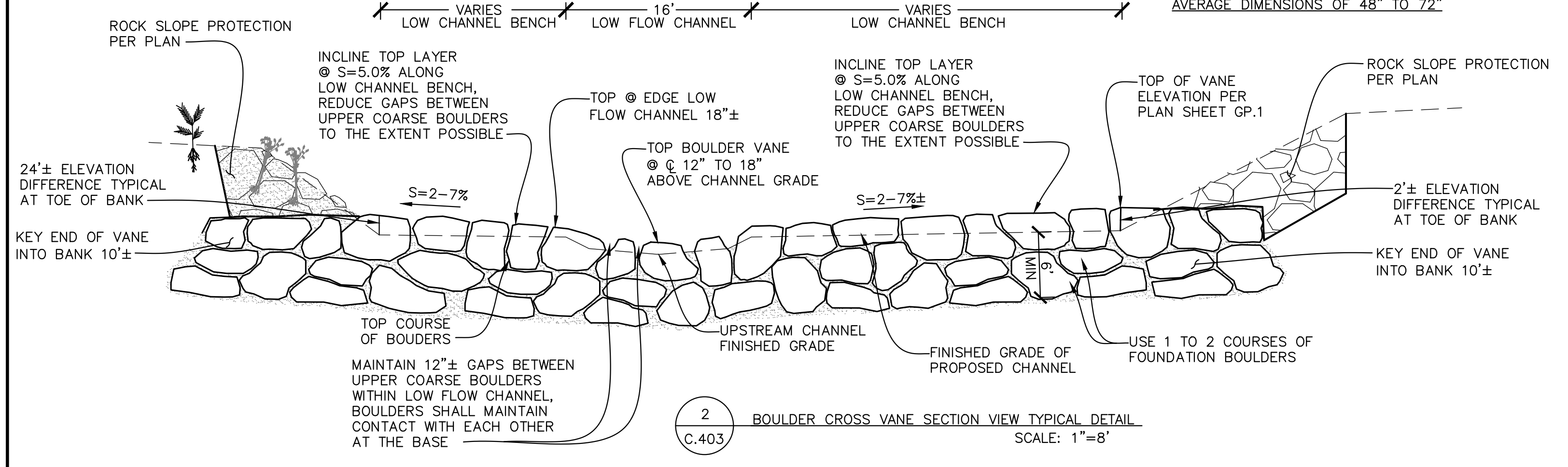


3 BOULDER CROSS VANE PROFILE VIEW TYPICAL DETAIL  
C.403 SCALE: 1"=8'



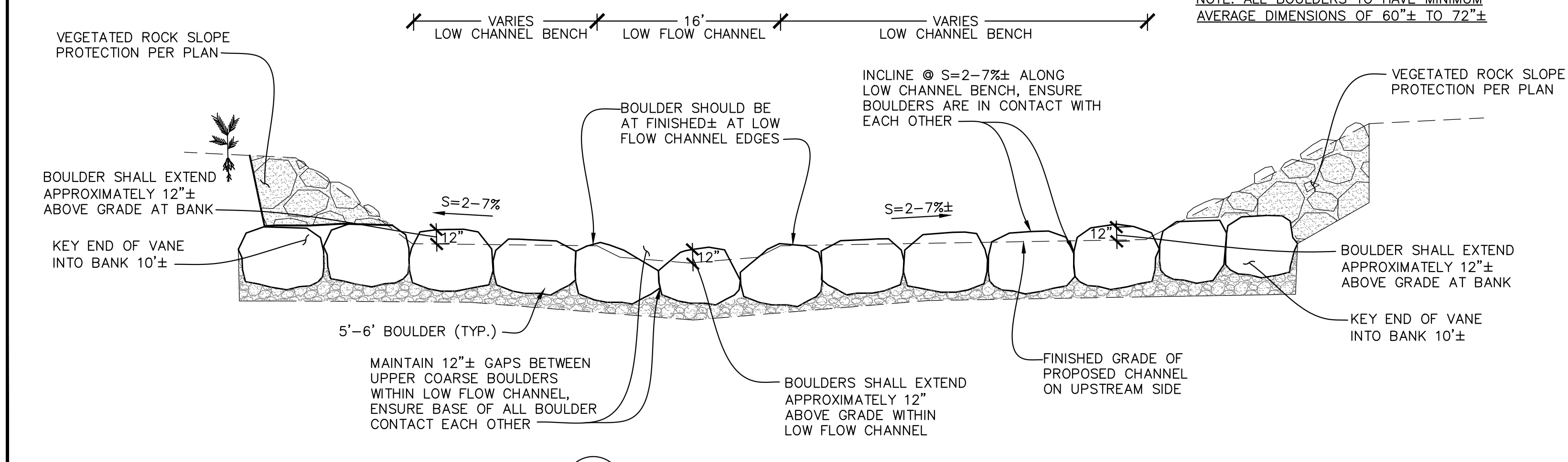
8 LOW PROFILE BOULDER CROSS VANE PROFILE VIEW TYPICAL DETAIL  
C.403 SCALE: 1"=8'

NOTE: ALL BOULDERS TO HAVE MINIMUM AVERAGE DIMENSIONS OF 48" TO 72"

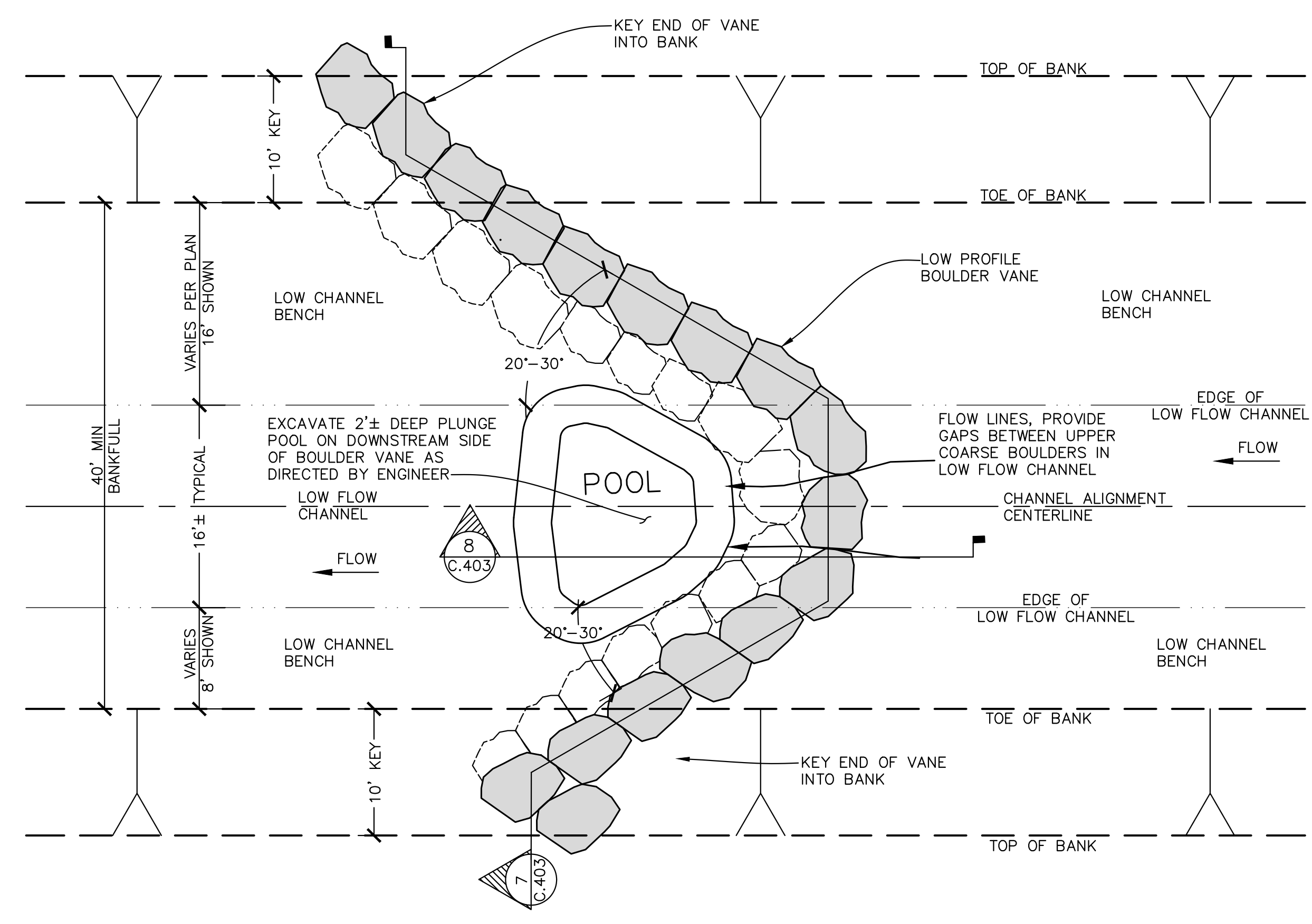


2 BOULDER CROSS VANE SECTION VIEW TYPICAL DETAIL  
C.403 SCALE: 1"=8'

NOTE: ALL BOULDERS TO HAVE MINIMUM AVERAGE DIMENSIONS OF 60"± TO 72"±



7 LOW PROFILE GRADE CONTROL/BOULDER CROSS VANE SECTION VIEW TYPICAL DETAIL  
C.403 SCALE: 1"=8'



6 LOW PROFILE BOULDER CROSS VANE (GRADE CONTROL) SECTION VIEW TYPICAL DETAIL (STATIONS 20+50 TO 22+00)  
C.403 SCALE: 1"=8'

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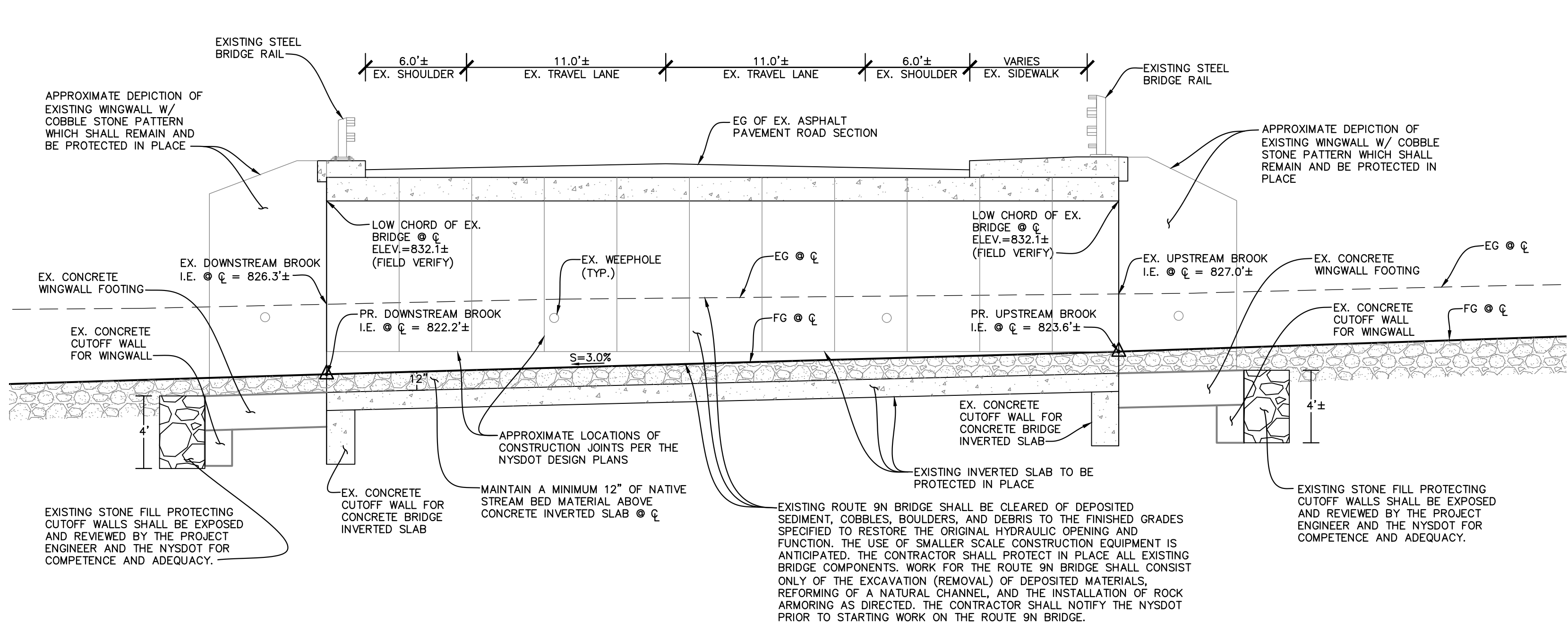
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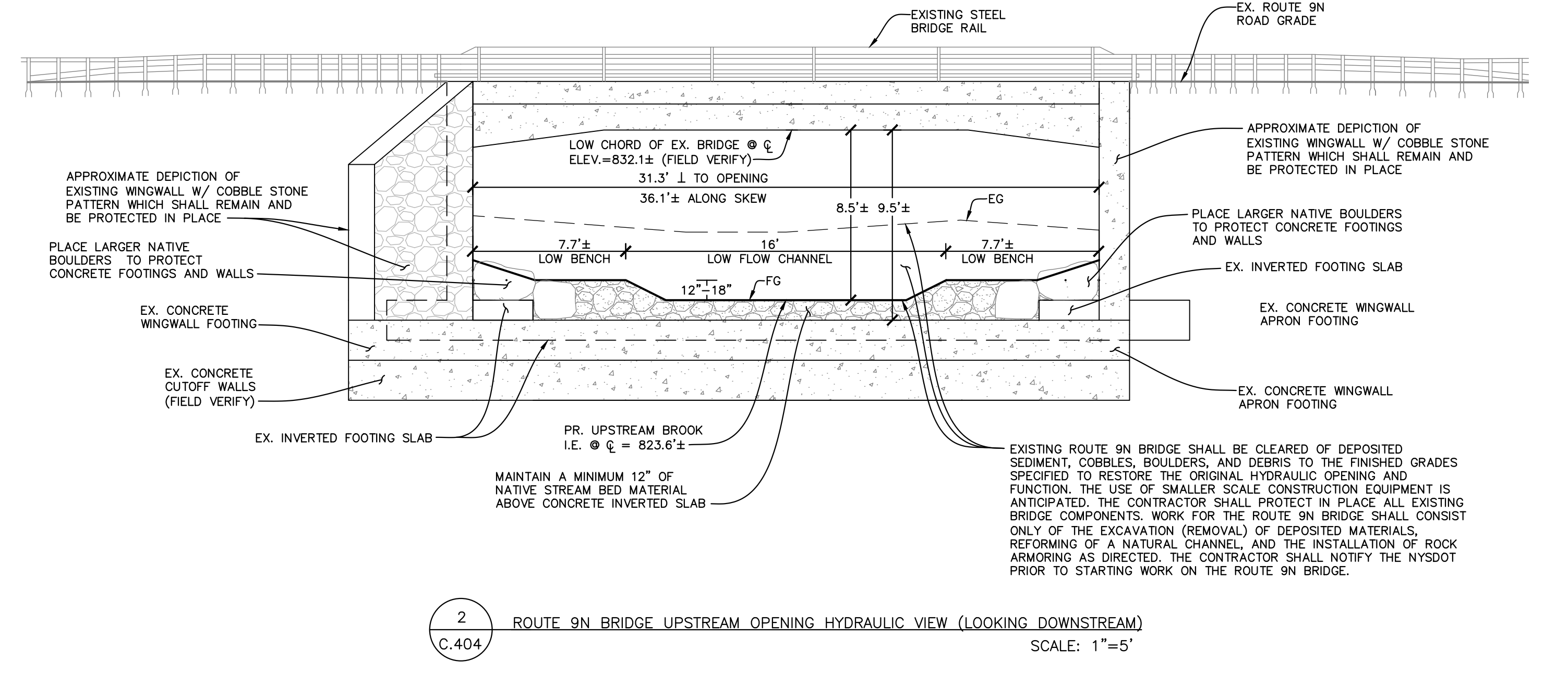
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DRAWING NO. **C.403** SHT. 15 OF 25  
REV. 1





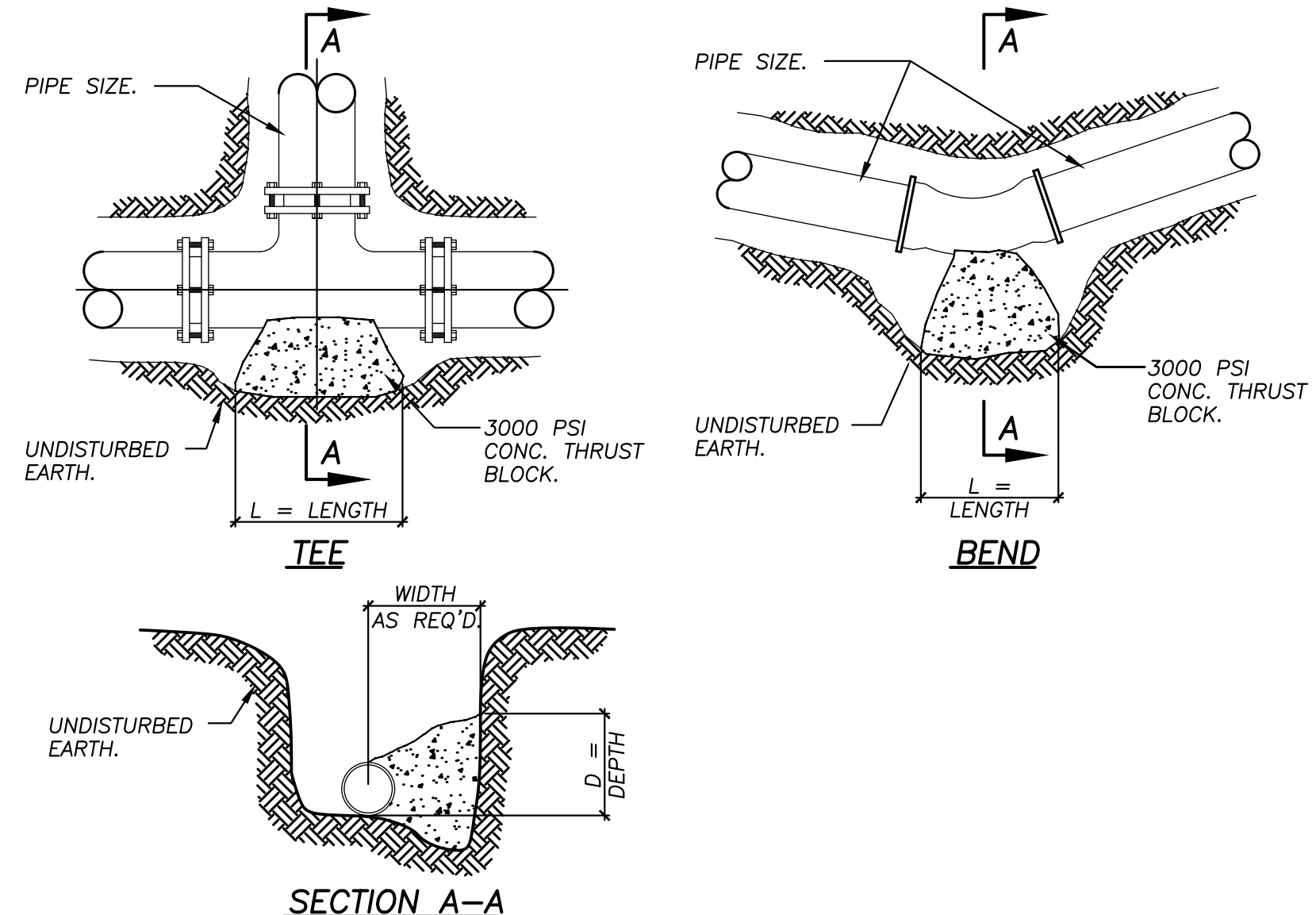
1  
C.404 ROUTE 9N BRIDGE DEBRIS CLEANOUT PROFILE VIEW  
SCALE: 1"=5'



2  
C.404 ROUTE 9N BRIDGE UPSTREAM OPENING HYDRAULIC VIEW (LOOKING DOWNSTREAM)  
SCALE: 1"=5'

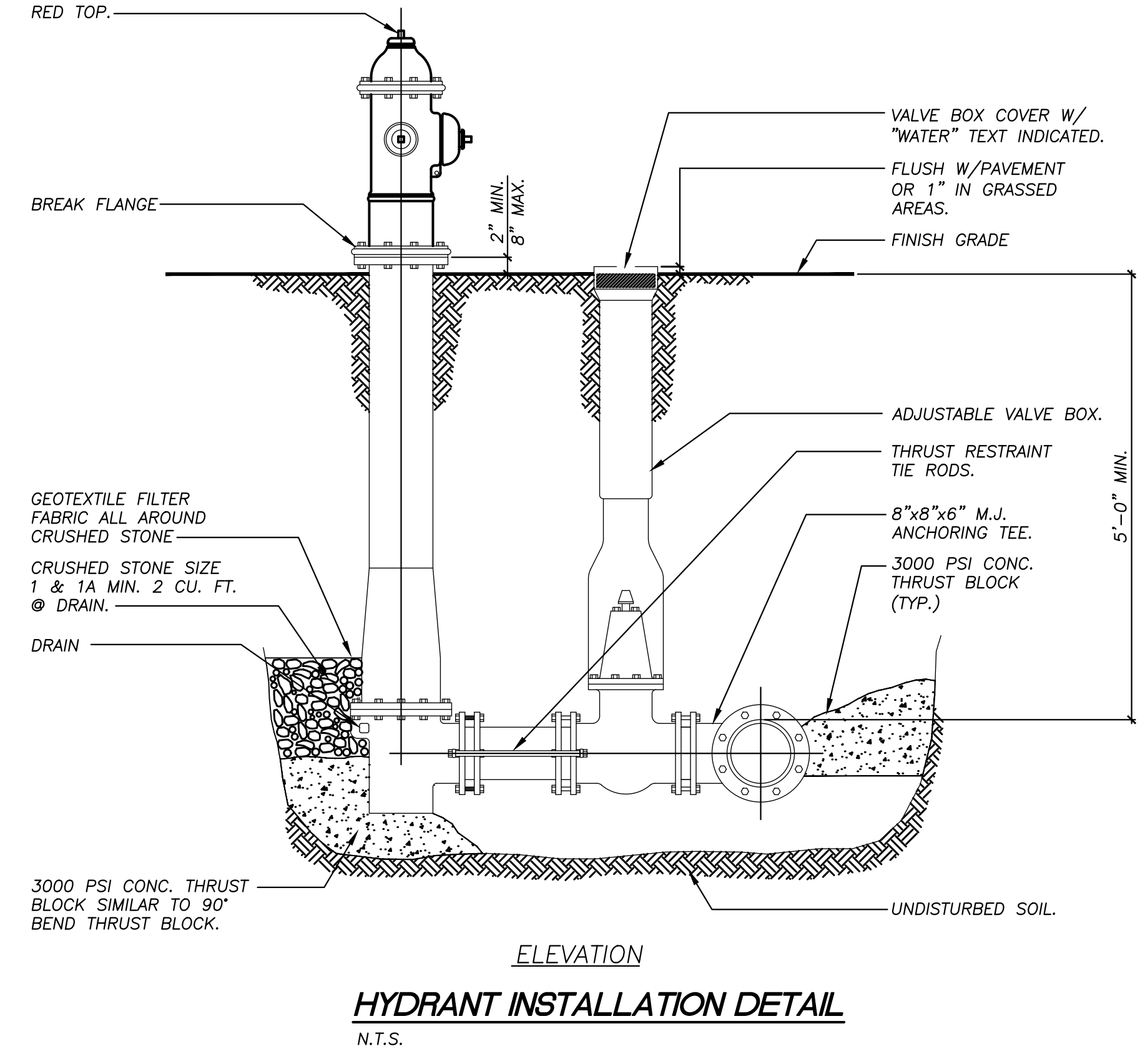
**REQUIRED BEARING AREAS AND DIMENSIONS FOR CONCRETE THRUST BLOCKS**

PIPE SIZE (IN.)	90° (1/4) BEND		45° (1/8) BEND		22.5° (1/16) BEND		TEE, WYE OR DEAD END	
	AREA SQ. FT.	DIMENSION D x L	AREA SQ. FT.	DIMENSION D x L	AREA SQ. FT.	DIMENSION D x L	AREA SQ. FT.	DIMENSION D x L
6"	5.7	1.75 x 3.25	3.2	1.25 x 2.5	1.5	0.75 x 2.0	3.8	1.25 x 3
8"	9.6	2.25 x 4.25	5.7	1.75 x 3.25	2.8	1.25 x 2.25	6.5	2 x 3.25

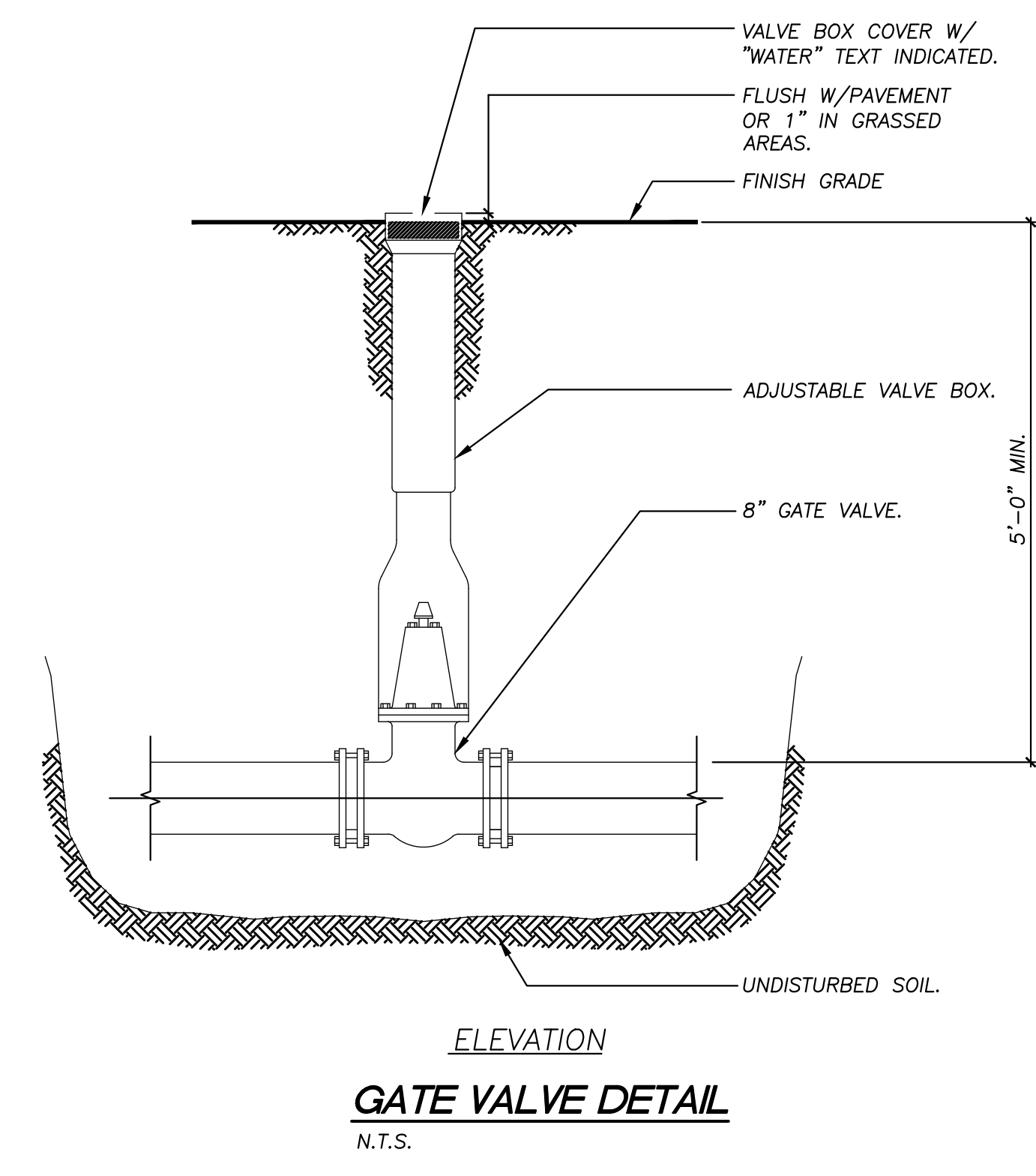


- THRUST BLOCK NOTES**
- FOR REQUIRED BEARING AREA DIMENSIONS D & L SEE TABLE ABOVE. DIMENSIONS OF D & L OTHER THAN THOSE SHOWN IN THE TABLE MAY BE USED PROVIDED THEY YIELD A BEARING EQUAL TO OR LARGER THAN THAT REQUIRED.
  - CONCRETE NOT TO OVERLAP ANY JOINT.
  - CONCRETE TO BE PLACED SO AS NOT TO INTERFERE WITH REMOVING OR INSTALLING ANY OF THE JOINTING HARDWARE.
  - REQUIRED BEARING AREAS ARE DUE TO THRUSTS CAUSED BY 150 PSI WORKING PRESSURE PLUS 50% (75PSI) SURGE ALLOWANCE RESULTING IN 225 PSI TOTAL INTERNAL PRESSURE. NORMAL PIPE DIAMETER USED.
  - REQUIRED BEARING AREAS ARE BASED ON ALLOWABLE SOIL BEARING CAPACITY OF 2000 LBS PER SQUARE FOOT. FOR OTHER SOIL CONDITIONS ENCOUNTERED, BEARING AREAS MAY BE MODIFIED BY THE ENGINEER.
  - IN MUCK, PEAT, OR RECENTLY PLACED FILL ALL THRUST SHALL BE RESISTED BY PILES OR TIE RODS TO SOLID FOUNDATIONS, OR BY REMOVAL OF SUCH UNSTABLE MATERIALS AND REPLACEMENT WITH BALLAST OF SUFFICIENT STABILITY TO RESIST THE THRUSTS ALL AS REQUIRED BY THE ENGINEER.
  - CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH AT 28 DAYS (f'c) EQUAL TO MIN. 3000 PSI.

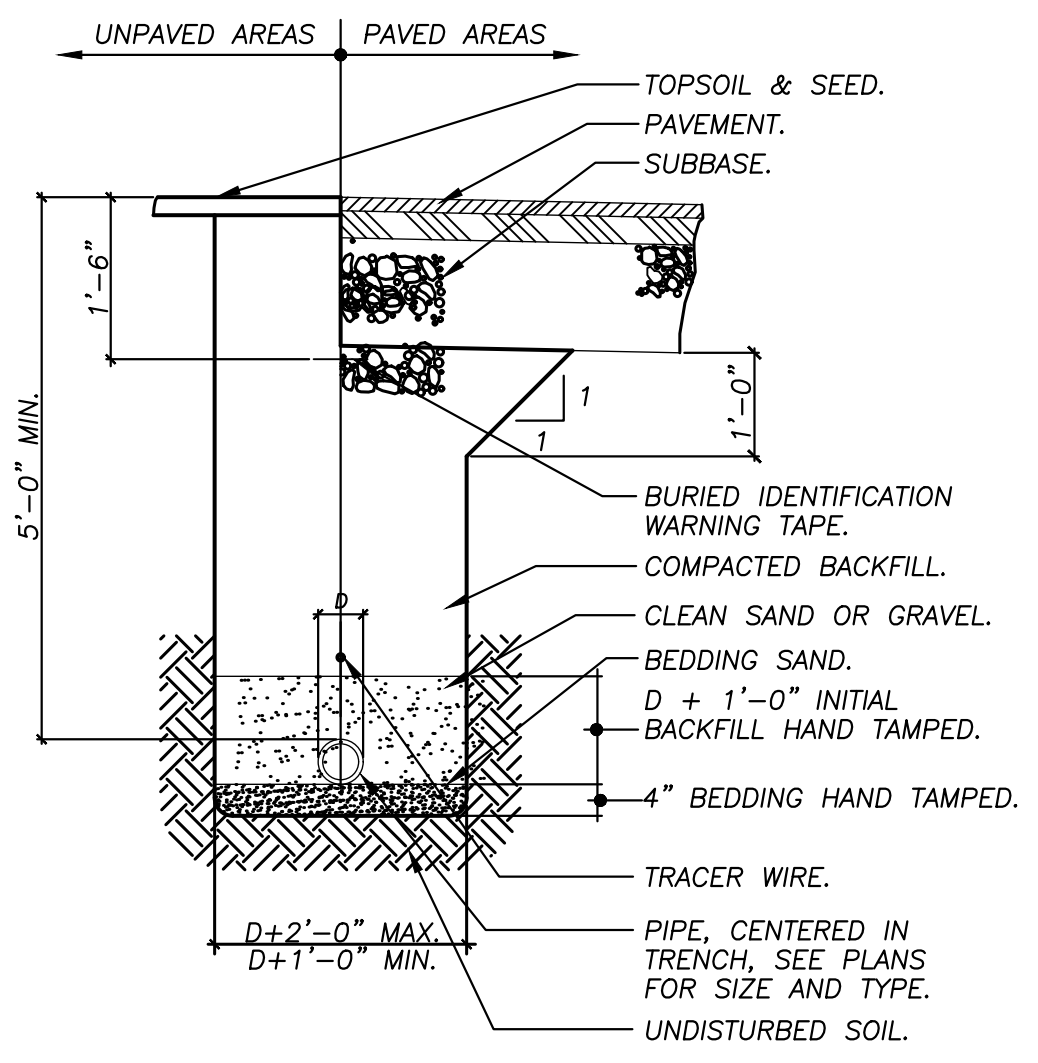
**TYPICAL DUCTILE IRON THRUST BLOCK DETAILS**  
N.T.S.



**HYDRANT INSTALLATION DETAIL**  
N.T.S.

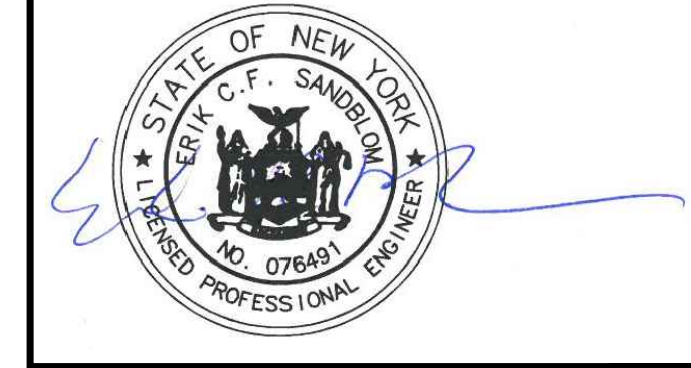


**GATE VALVE DETAIL**  
N.T.S.



**WATER MAIN TRENCH DETAIL**  
N.T.S.

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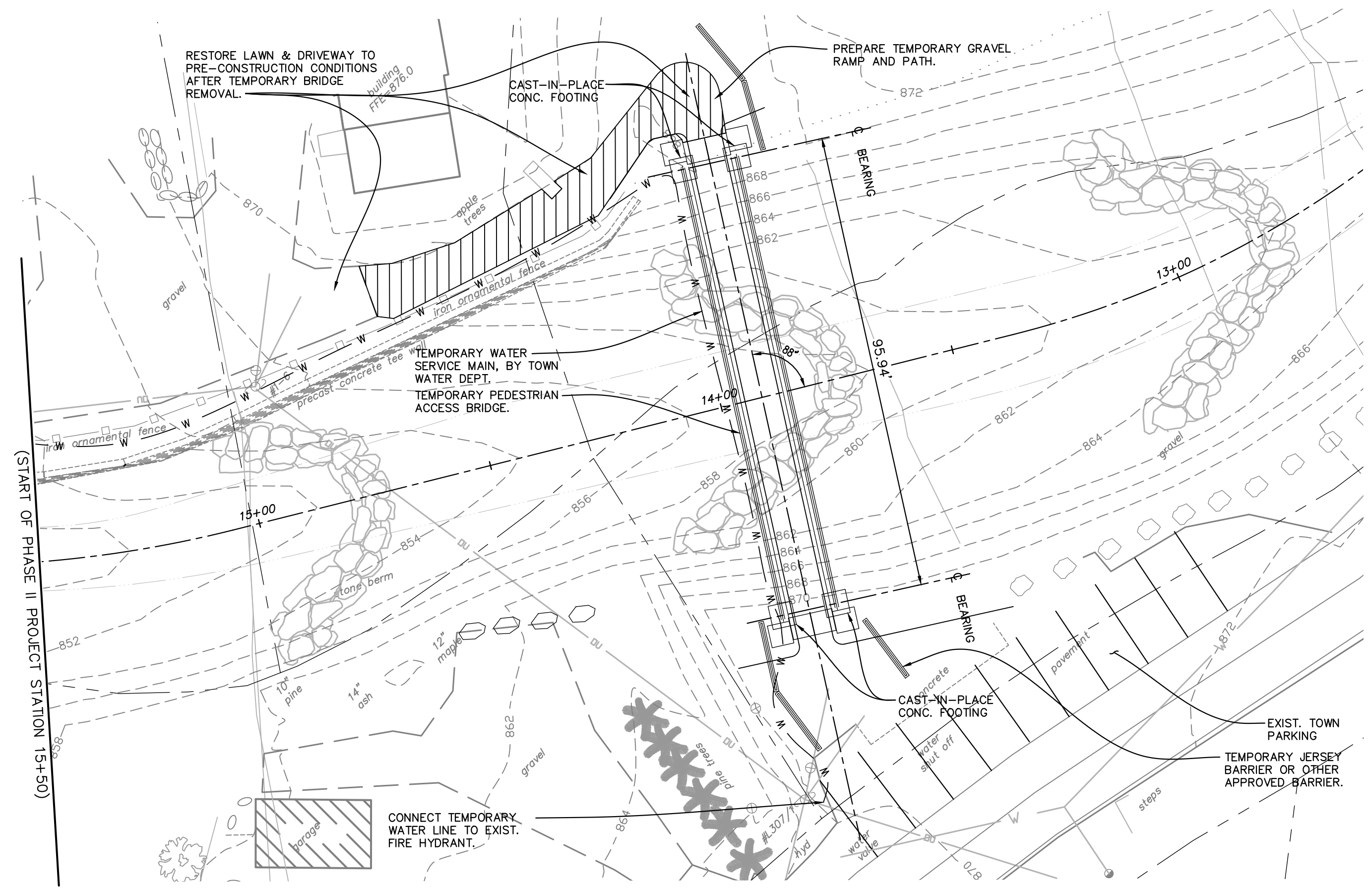
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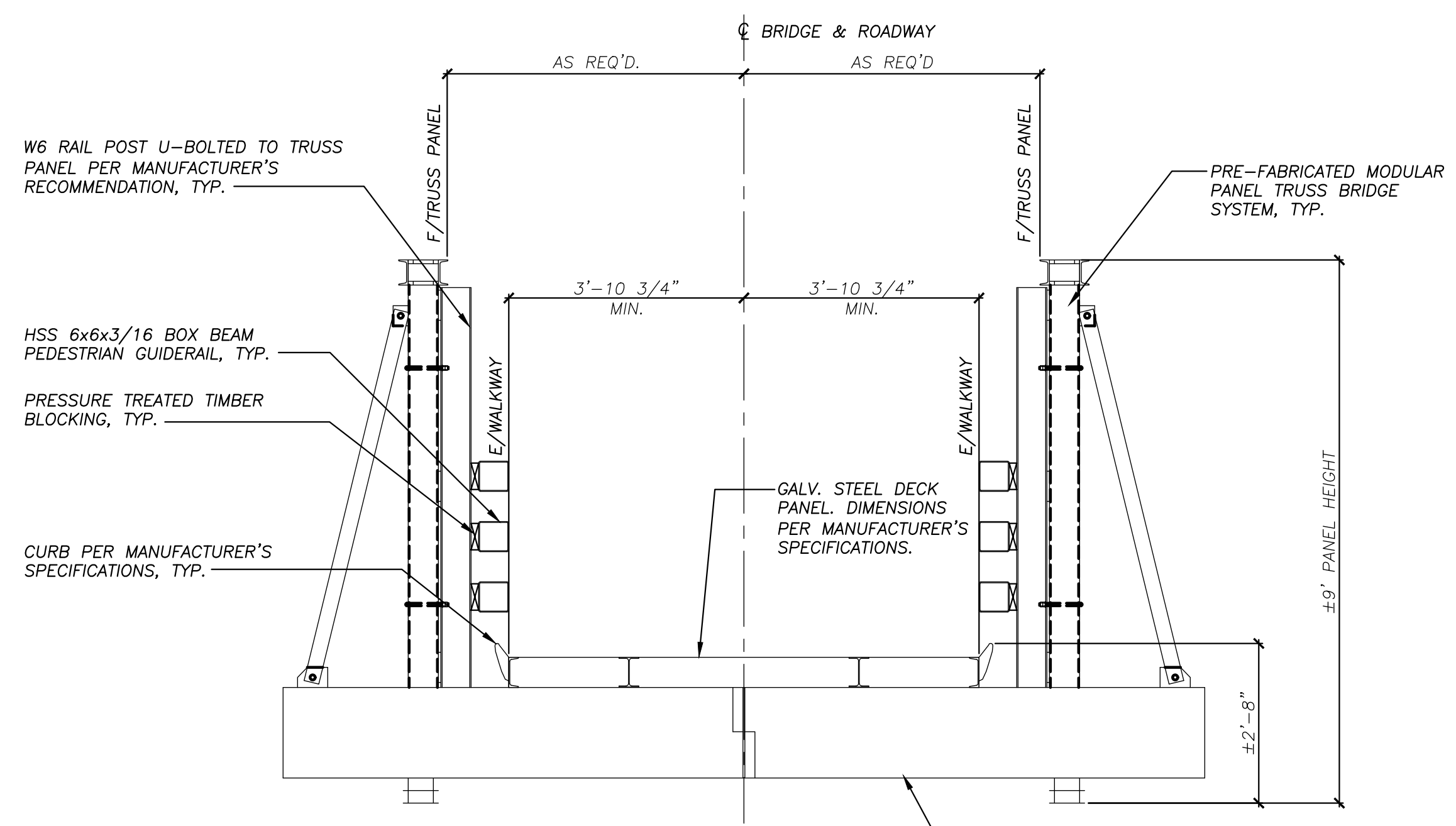
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**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II ROUTE 9N BRIDGE CLEANOUT DETAILS AND WATER SYSTEM DETAILS**

DRAWING NO. **C.404** SHT. 16 OF 25  
REV. 1



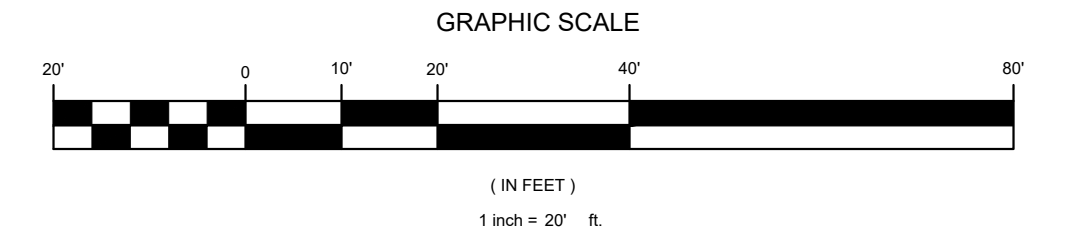


1 TEMPORARY BRIDGE PLAN  
C.501 1"=20'



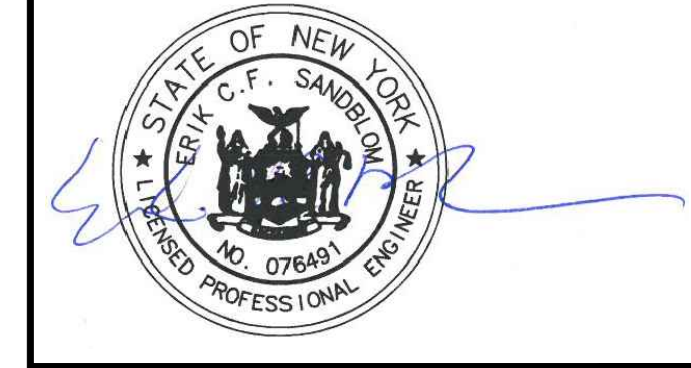
NOTE: GUIDERAIL ASSEMBLY INCLUDING RAIL, POST AND MOUNTING HARDWARE SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR PER BRIDGE MANUFACTURER'S RECOMMENDATION.

TEMPORARY BRIDGE SECTION  
N.T.S.



- LEGEND**
- PROPOSED
  - - - EXISTING
  - CONTOURS
  - - - BREAKLINES/SITE FEATURES
  - - - SLOPE TOE/TOP CATCHLINE
  - - - EDGE OF WATER (LOW FLOW)
  - - - FENCE
  - - - PARCEL LINES (FROM TAX MAP)
  - - - CHANNEL CENTERLINE
  - - - WATERLINE (TBD)
  - - - ORDINARY HIGH WATER MARK
  - - - APPROXIMATE LIMITS OF DISTURBANCE
  - - - CROSS SECTION (@ 50' ON CENTER)
  - - - TREELINE
  - - - WETLANDS
  - - - GRAVEL ROAD
  - - - ROCKERY SLOPE PROTECTION SIZE AS SPECIFIED
  - - - VEGETATED ROCK SLOPE PROTECTION
  - - - BUILDINGS
  - ⊗ FIRE HYDRANT
  - ⊗ WATER GATE VALVE
  - ⊗ TEMPORARY BENCH MARK
  - ⊗ BOULDER (4' TO 6"± AVERAGE SIZE) WITHIN LOW FLOW CHANNEL
  - ⊗ EX. TREES
  - ⊗ EX. TREE TO BE REMOVED
  - ⊗ EX. TREES TO BE PROTECTED

REVISIONS		
REV.	DATE	DESCRIPTION
0	6/11/2019	ISSUED FOR BID
1	6/27/2019	DESIGN REVISIONS



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(518) 761-0417, FAX: (518) 761-0513

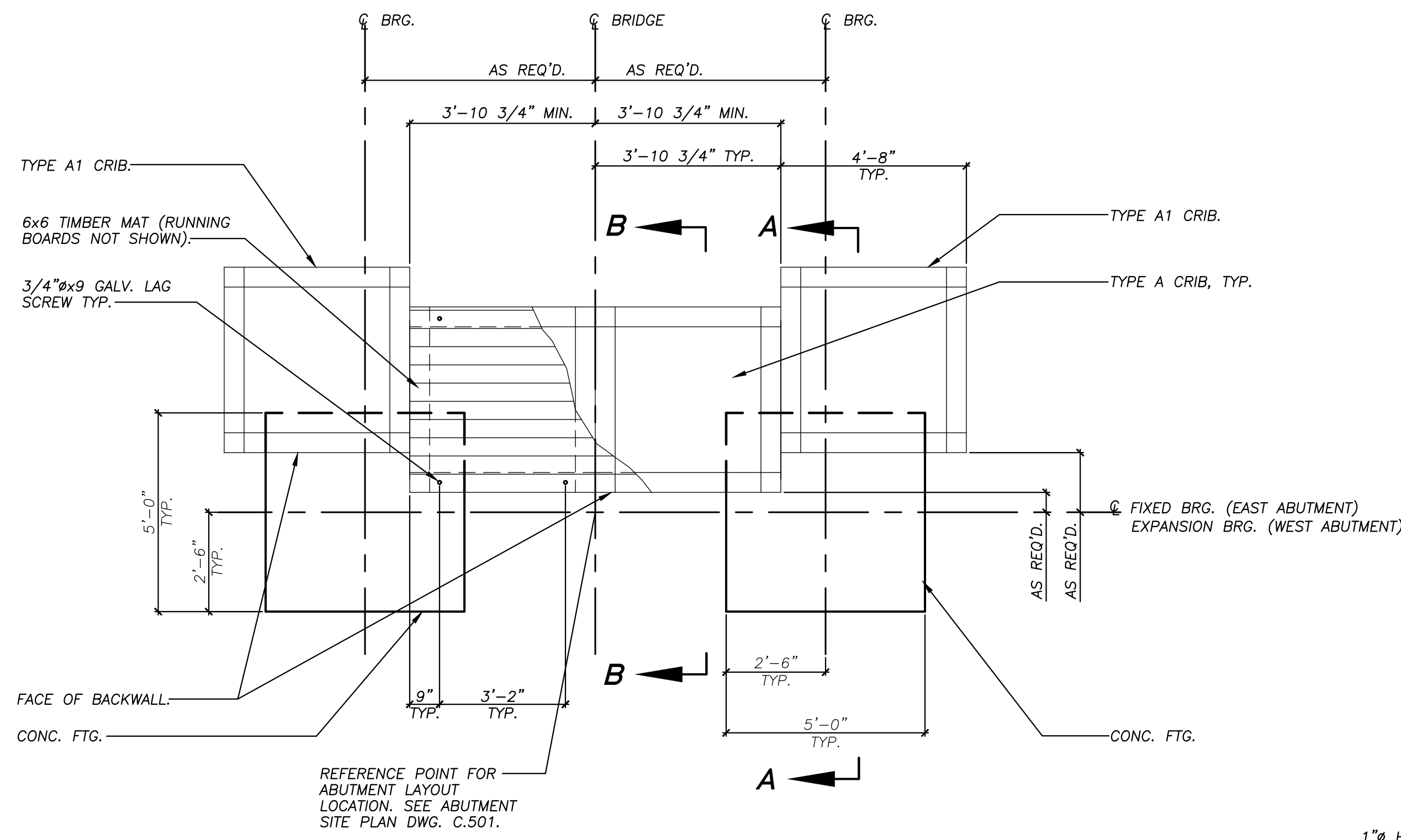
SCALE: AS SHOWN DRAWN BY: KAS/SRA  
DATE: 6/27/2019 ENG. BY: KAS/SRA  
PROJ. NO: 15-881 CHK'D BY: ES

CLIENT NAME  
**ESSEX COUNTY COMMUNITY RESOURCES**  
Elizabethtown, N.Y.

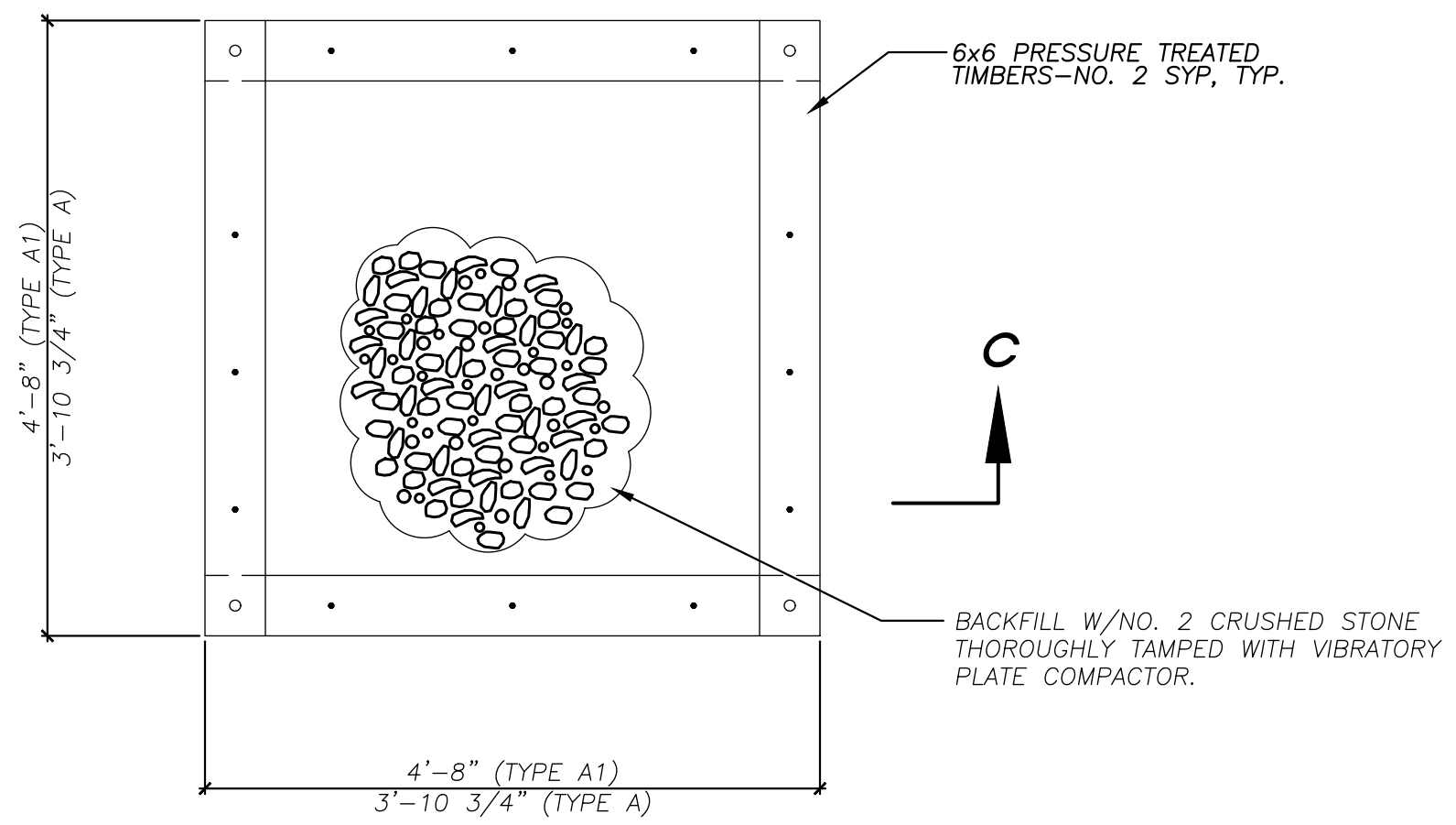
DRAWING TITLE  
**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II TEMPORARY BRIDGE PLAN AND DETAILS**

DRAWING NO. **C.501** SHT. 17 OF 25  
REV. 1

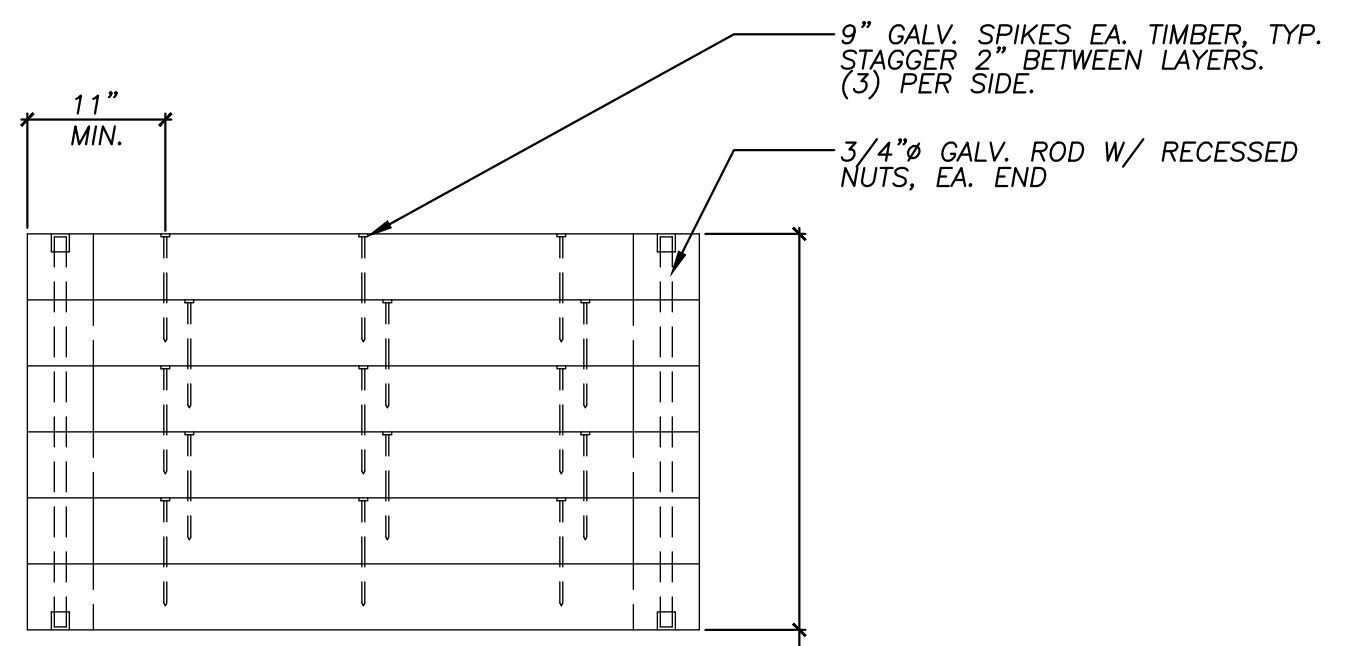




**TYPICAL ABUTMENT PLAN**  
3/8"=1'-0"

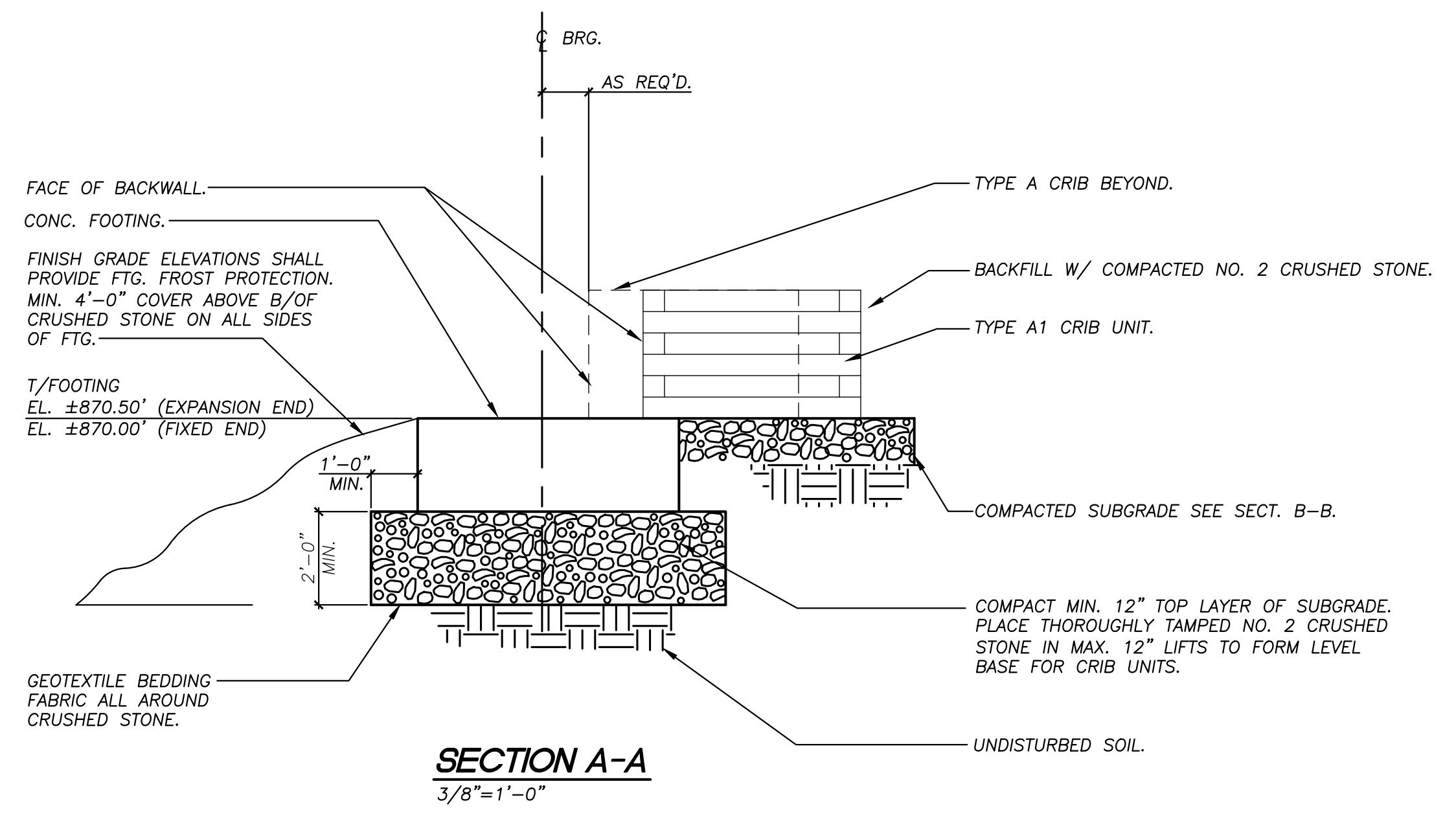


**TYPICAL CRIB UNIT PLAN (TYPES A AND A1)**  
3/4"=1'-0"

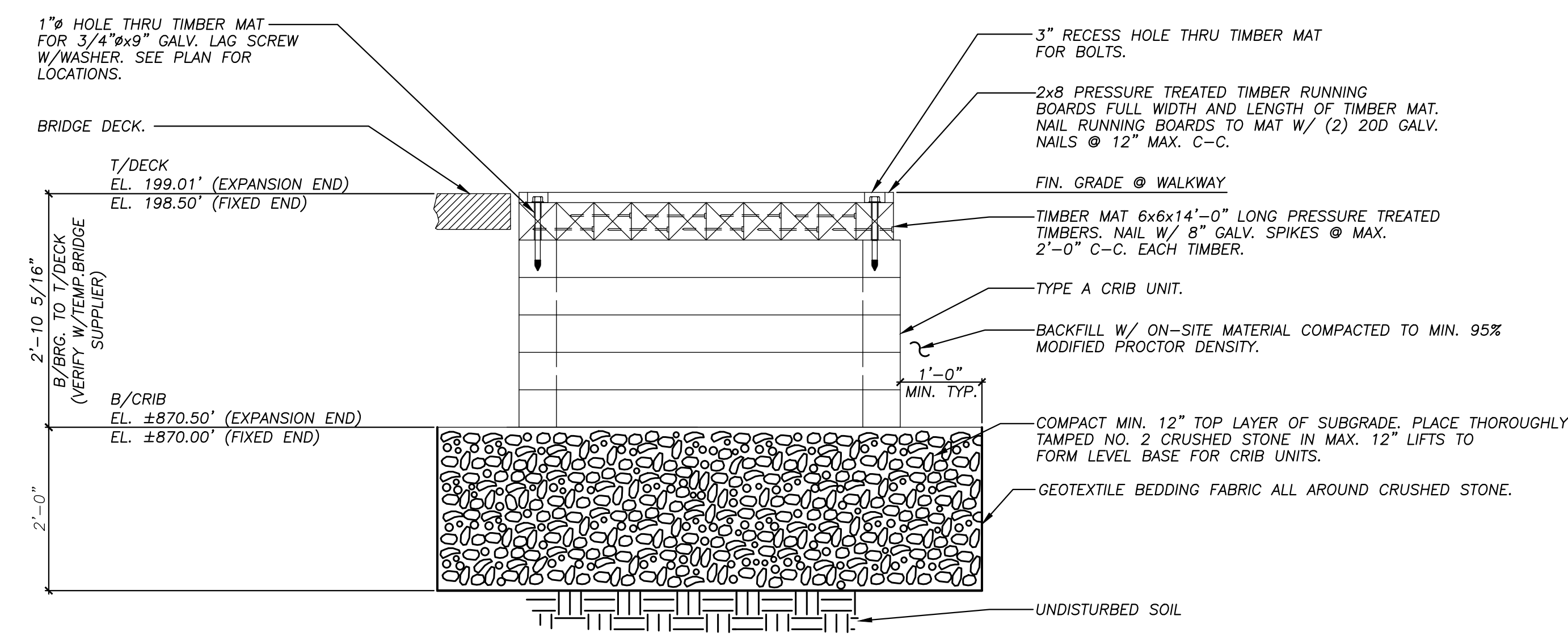


**SECTION C-C**  
3/4"=1'-0"

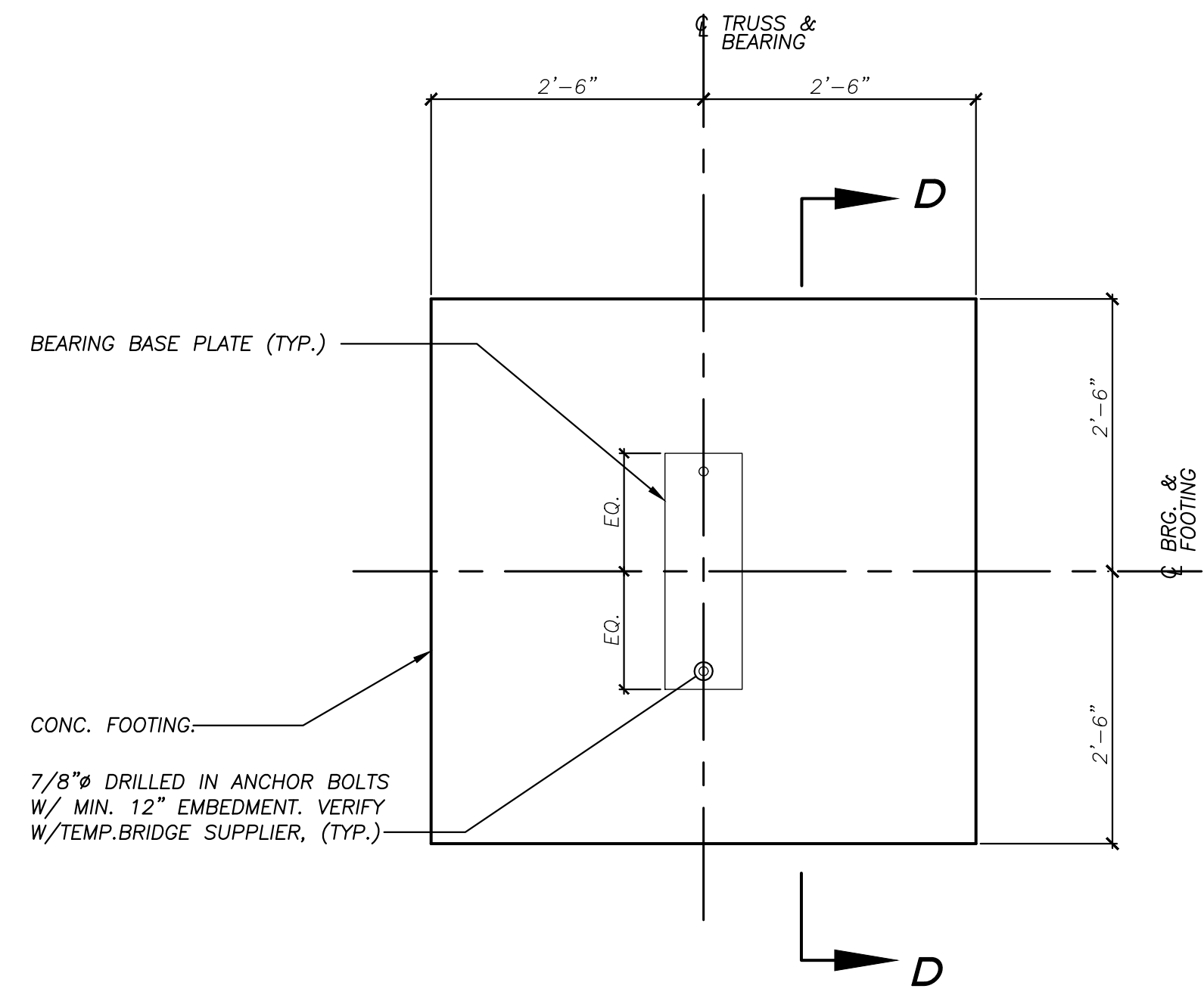
HEIGHT AS REQ'D PER BRIDGE MANUFACTURER'S STANDARDS



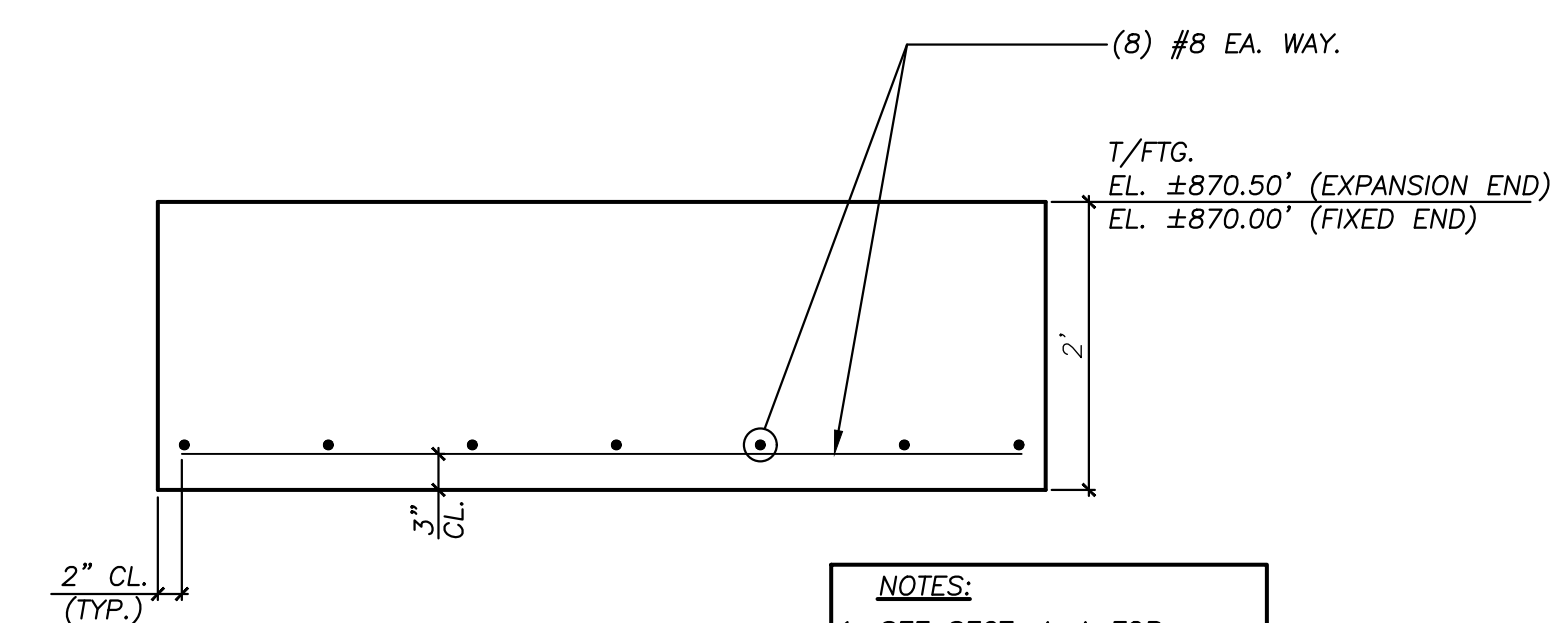
**SECTION A-A**  
3/8"=1'-0"



**SECTION B-B**  
3/4"=1'-0"

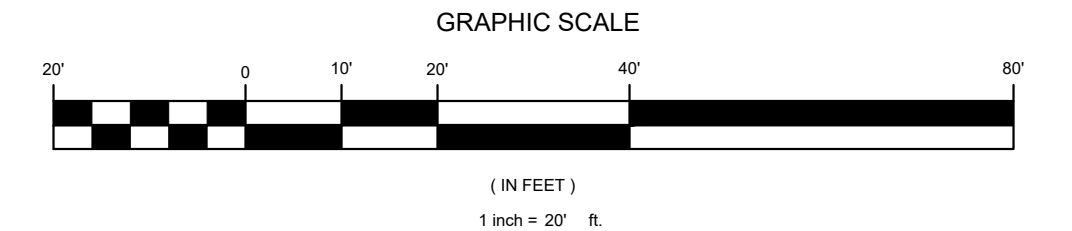


**CONCRETE FOOTING PLAN (4 REQ'D.)**  
3/4"=1'-0"



**SECTION D-D**  
3/4"=1'-0"

- NOTES:**
- SEE SECT. A-A FOR INFO. NOT SHOWN.
  - BEARING & ANCHOR BOLTS NOT SHOWN.



REVISIONS		
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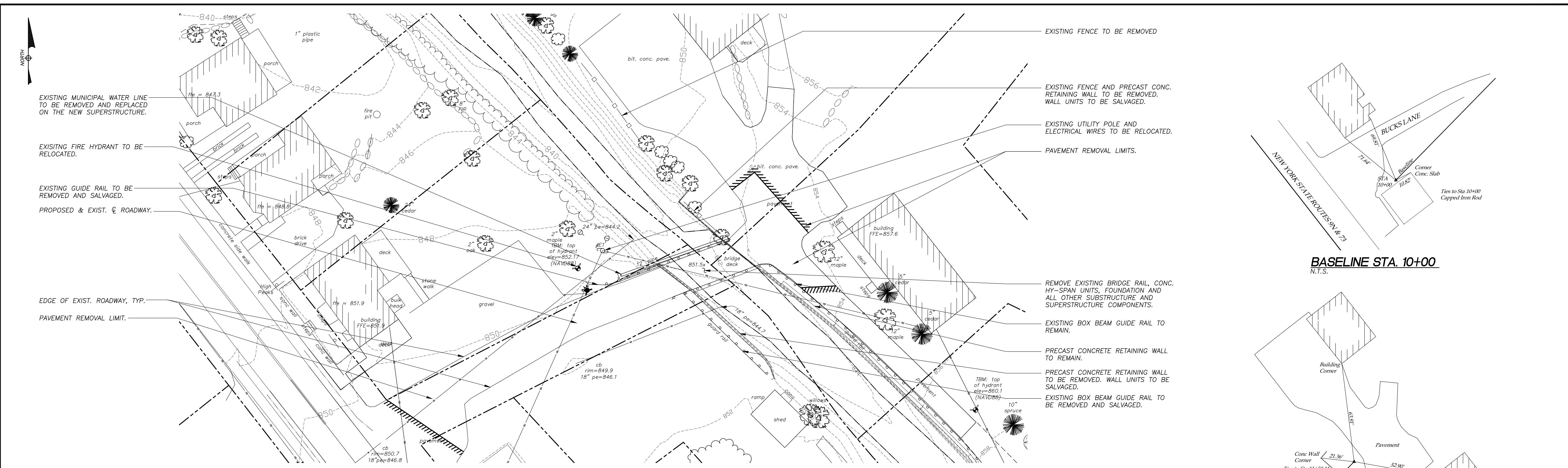
SCALE: AS SHOWN DRAWN BY: KAS/SRA  
DATE: 6/27/2019 ENG. BY: KAS/SRA  
PROJ. NO: 15-881 CHK'D BY: ES

CLIENT NAME  
**ESSEX COUNTY COMMUNITY RESOURCES**  
Elizabethtown, N.Y.

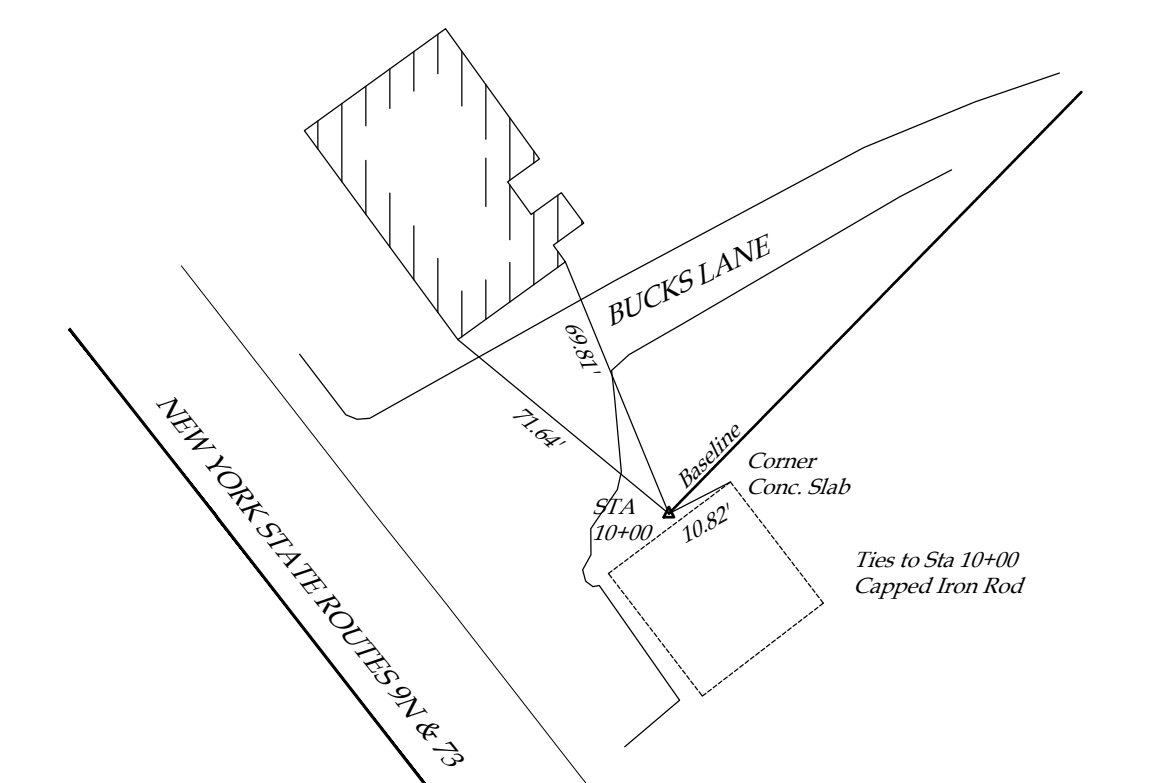
DRAWING TITLE  
**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II TEMPORARY ABUTMENT PLAN AND DETAILS**

DRAWING NO. **C.502** SHT. 18 OF 25  
REV. 1

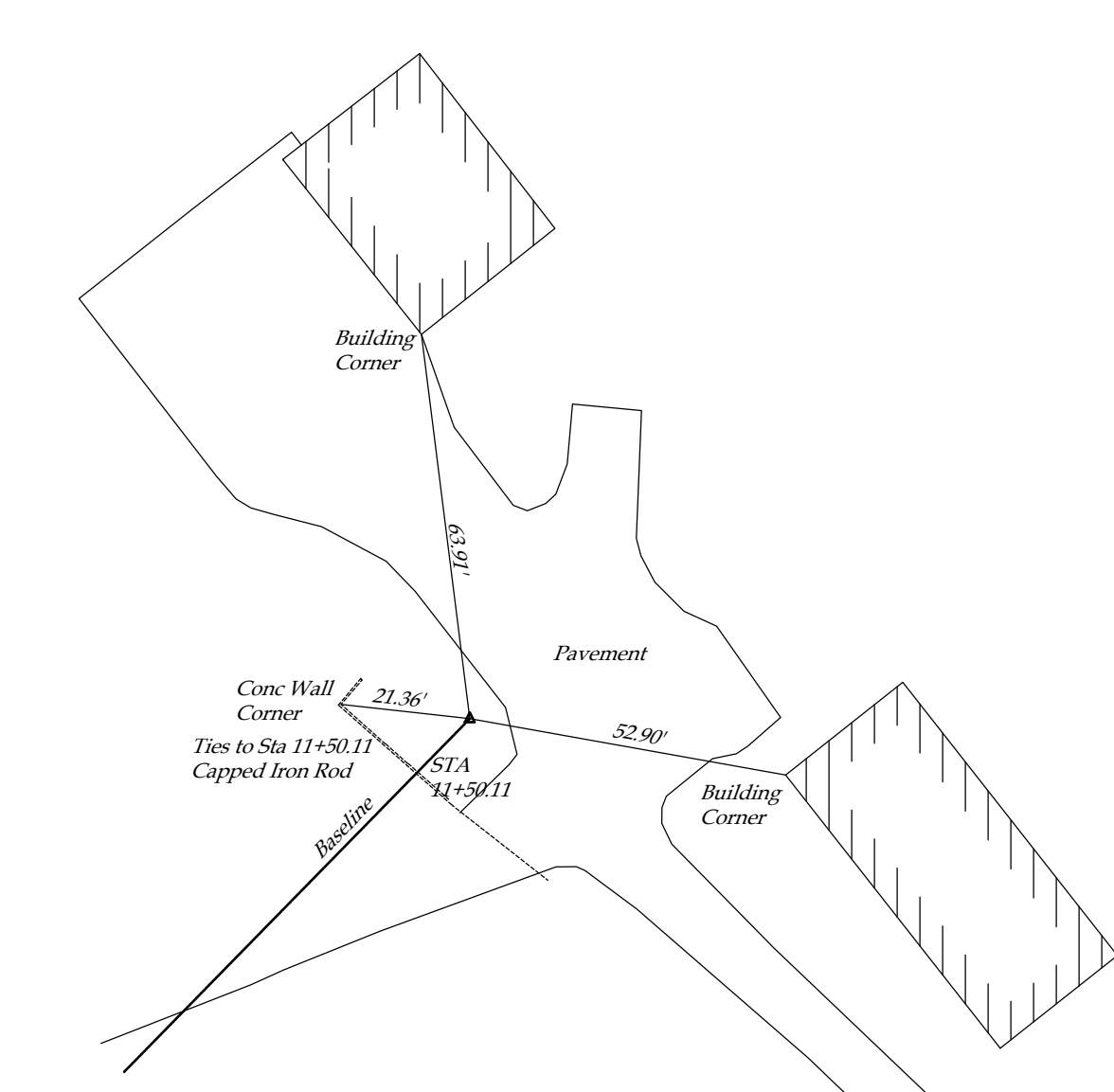




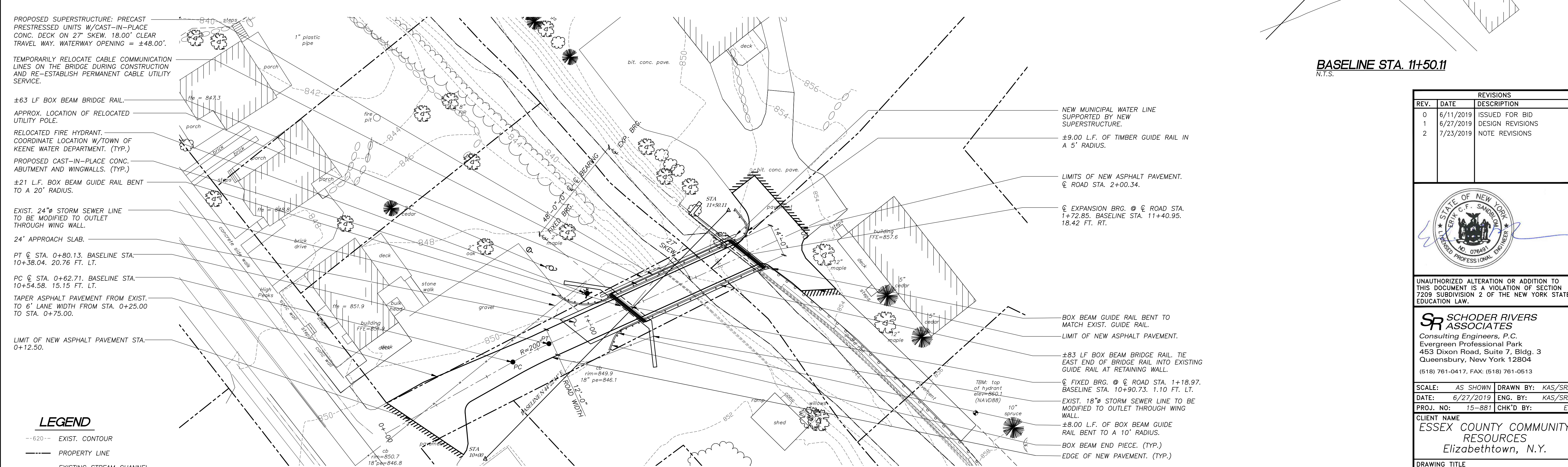
**BRIDGE REMOVALS PLAN**  
1"=20'-0"



**BASELINE STA. 10+00**  
N.T.S.



**BASELINE STA. 11+50.11**  
N.T.S.



**BRIDGE SITE PLAN**  
1"=20'-0"

- LEGEND**
- - - - - EXIST. CONTOUR
  - --- PROPERTY LINE
  - — — EXISTING STREAM CHANNEL
  - ⊙ FIRE HYDRANT
  - ⊕ UTILITY POLE

NOTE: SEE SHEET C.201 FOR SITE PLAN INFORMATION NOT SHOWN.

REVISIONS	
REV.	DESCRIPTION
0	6/11/2019 ISSUED FOR BID
1	6/27/2019 DESIGN REVISIONS
2	7/23/2019 NOTE REVISIONS



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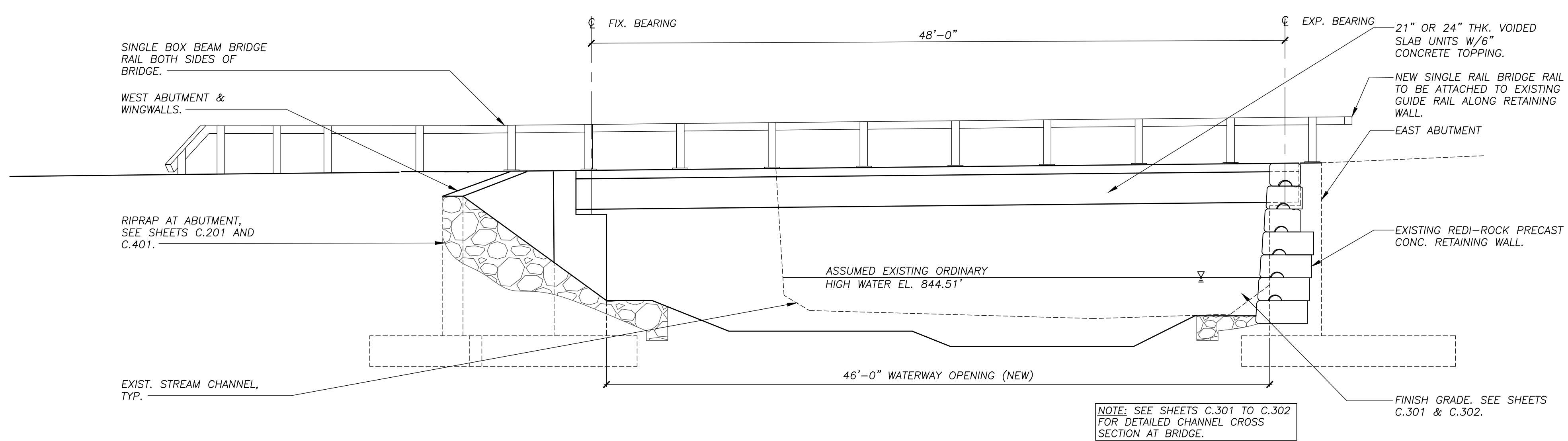
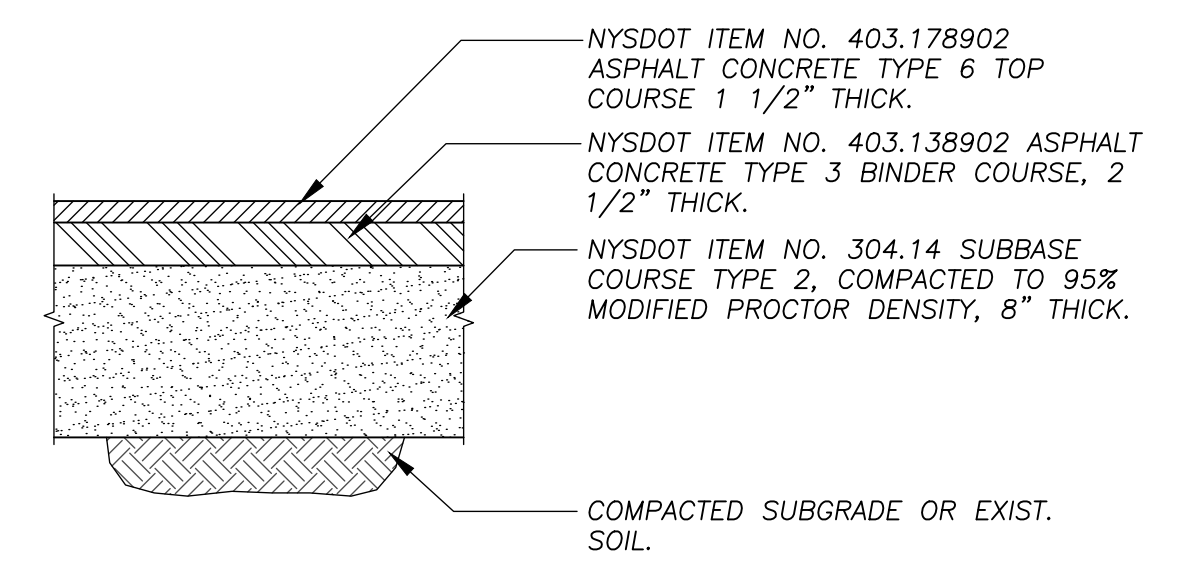
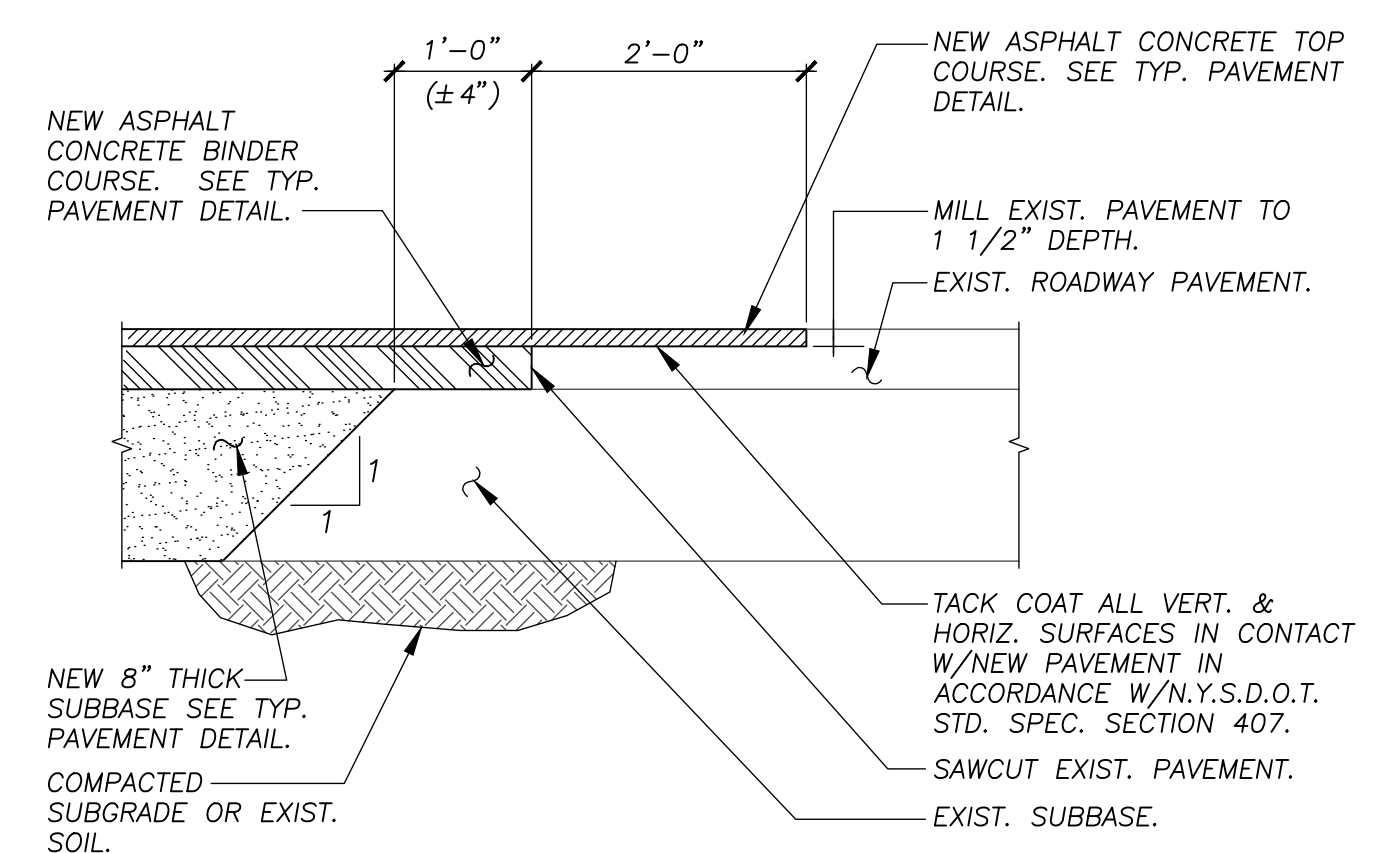
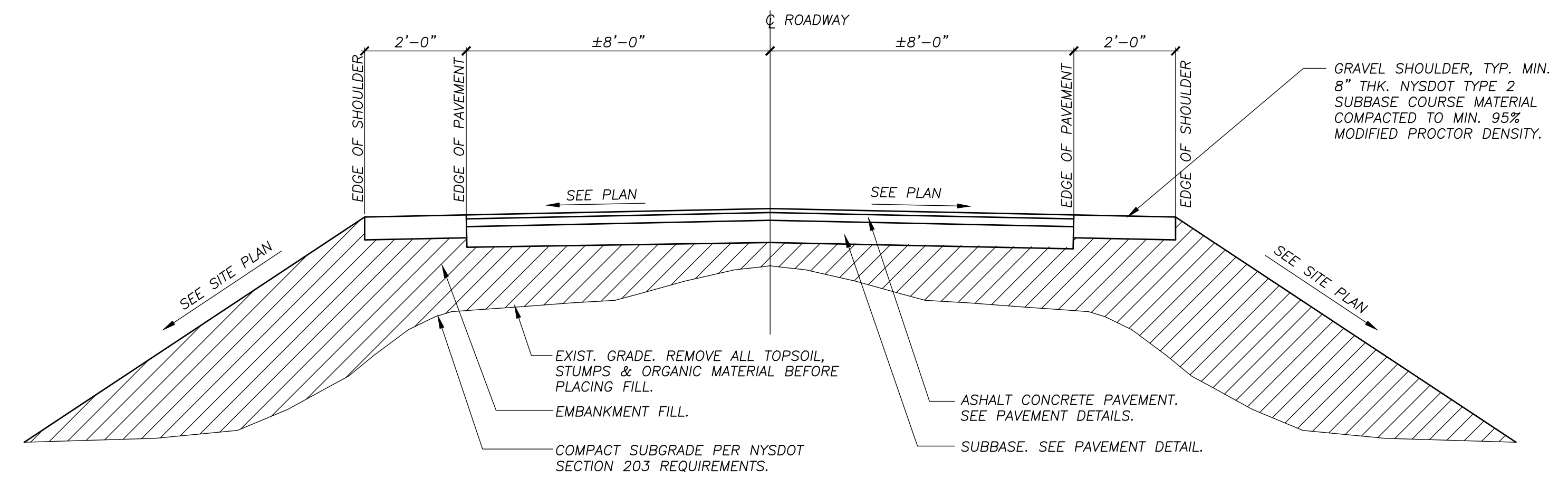
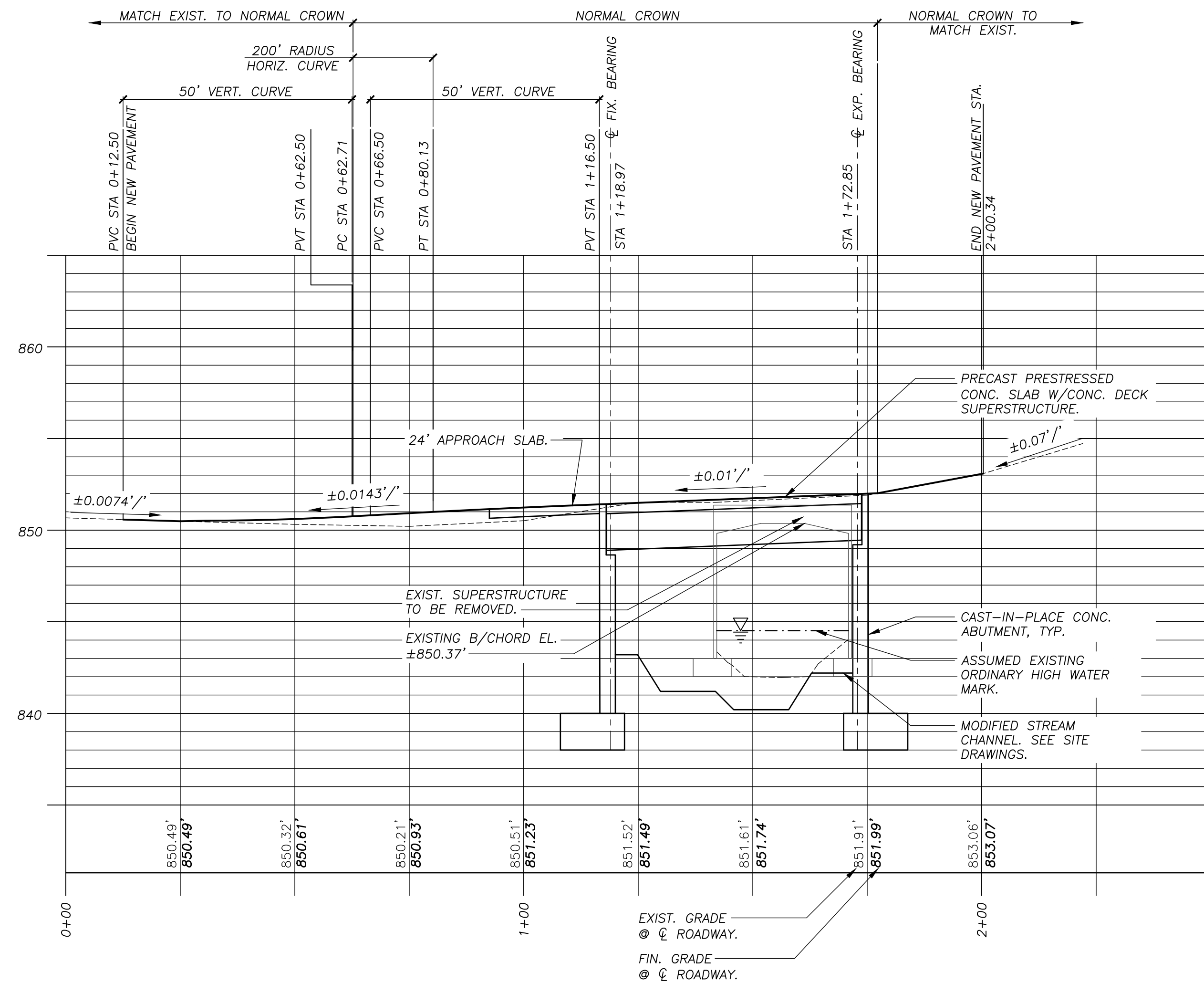
SCALE: AS SHOWN DRAWN BY: KAS/SRA  
DATE: 6/27/2019 ENG. BY: KAS/SRA  
PROJ. NO: 15-881 CHK'D BY: ES

CLIENT NAME  
**ESSEX COUNTY COMMUNITY RESOURCES**  
Elizabethtown, N.Y.

DRAWING TITLE  
**KEENE, NY  
GULF BROOK CHANNEL RESTORATION PHASE II  
BUCKS LANE BRIDGE DEMOLITION & SITE PLAN**

DRAWING NO. **S-1** SHT. 19 OF 25  
REV. 2





REVISONS	
REV.	DESCRIPTION
0	6/11/2019 ISSUED FOR BID
1	6/27/2019 DESIGN REVISIONS



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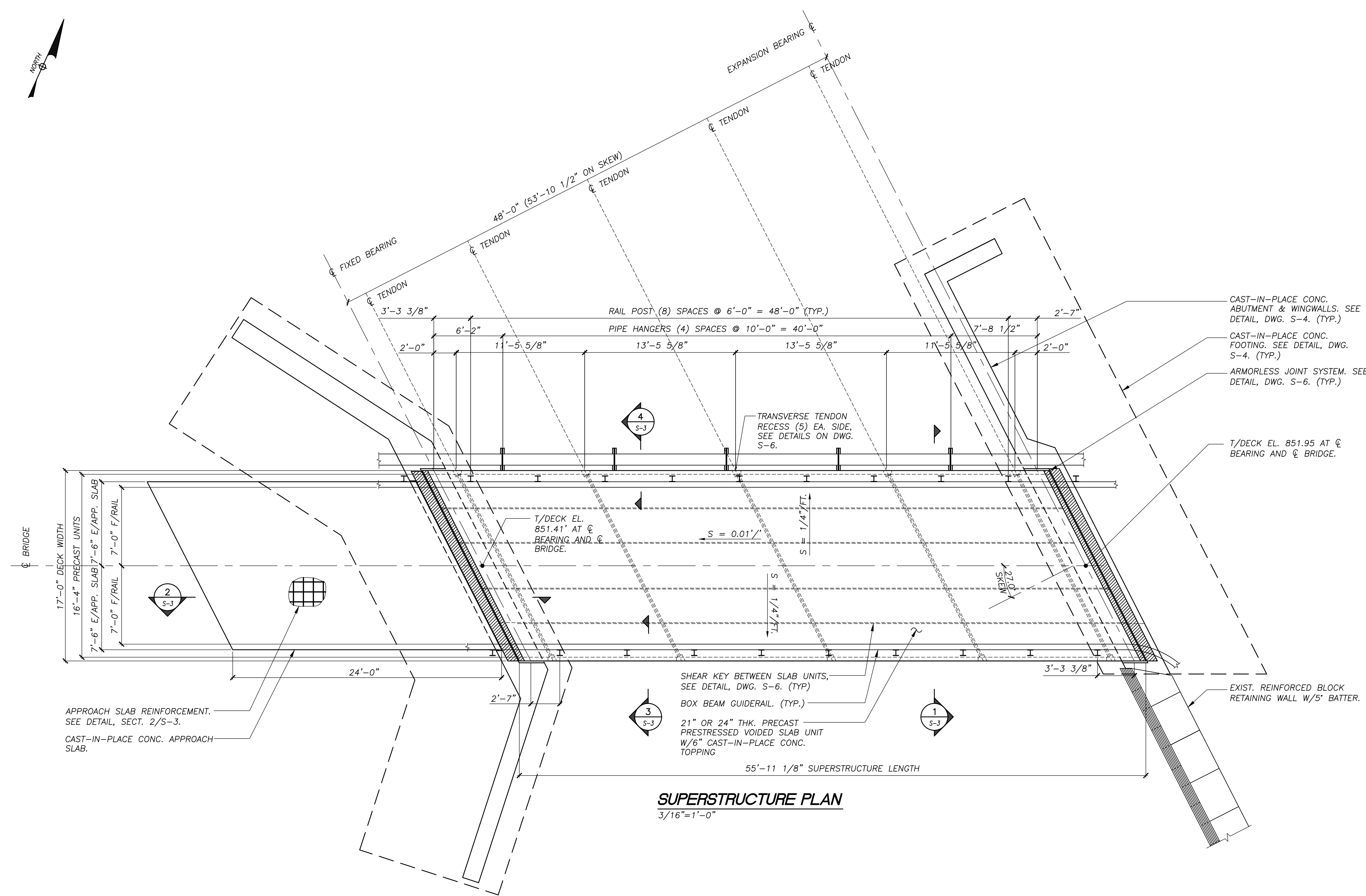
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 DATE: 6/27/19 ENG. BY: KAS/SRA  
 PROJ. NO.: 15-881 CHK'D BY: ES

CLIENT NAME  
**ESSEX COUNTY COMMUNITY RESOURCES**  
 Elizabethtown, N.Y.

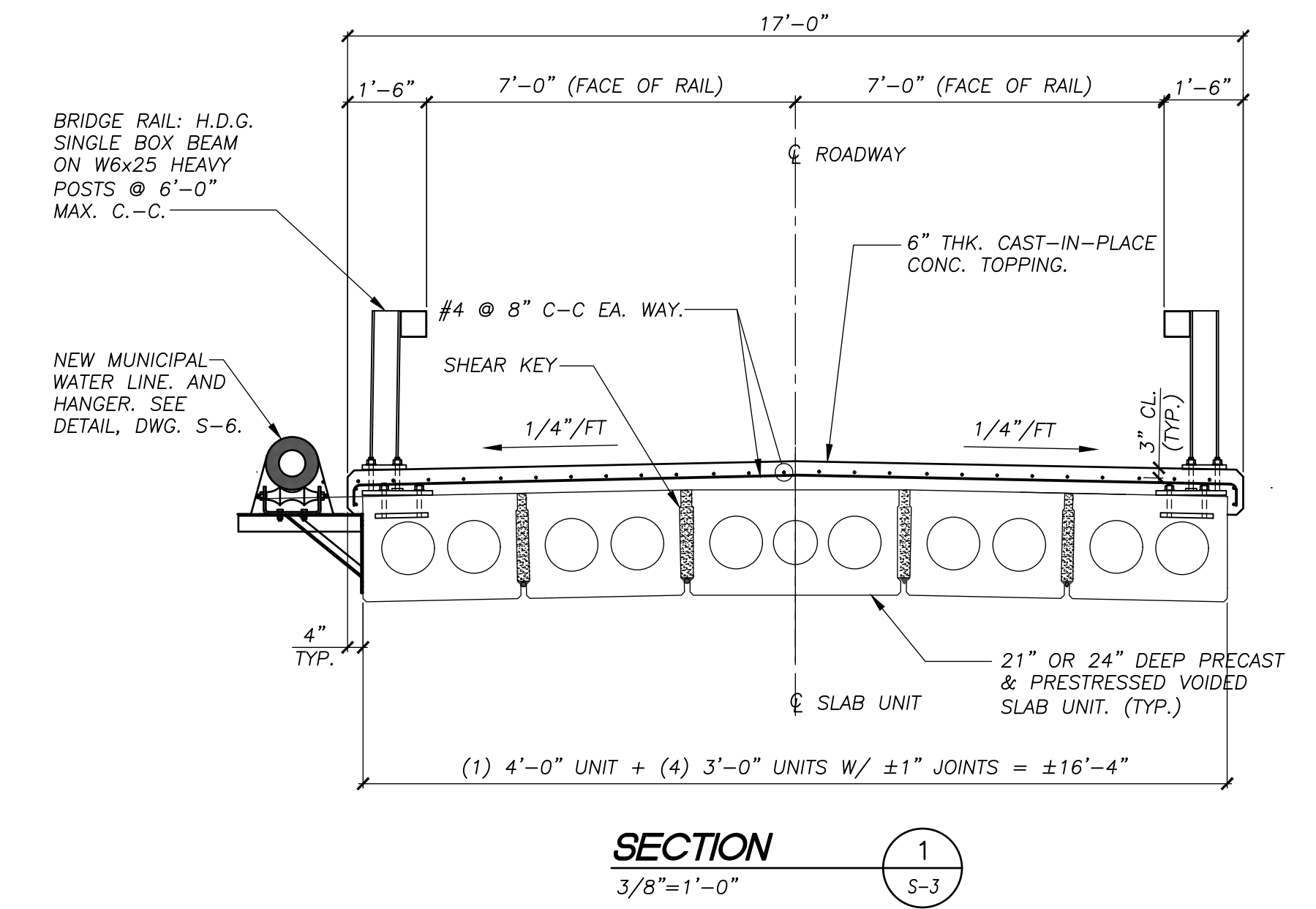
DRAWING TITLE  
**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II BUCKS LANE BRIDGE PROFILE, ELEVATION, SECTIONS & DETAILS**

DRAWING NO. **S-2** SHT. 20 OF 25  
 REV. 1

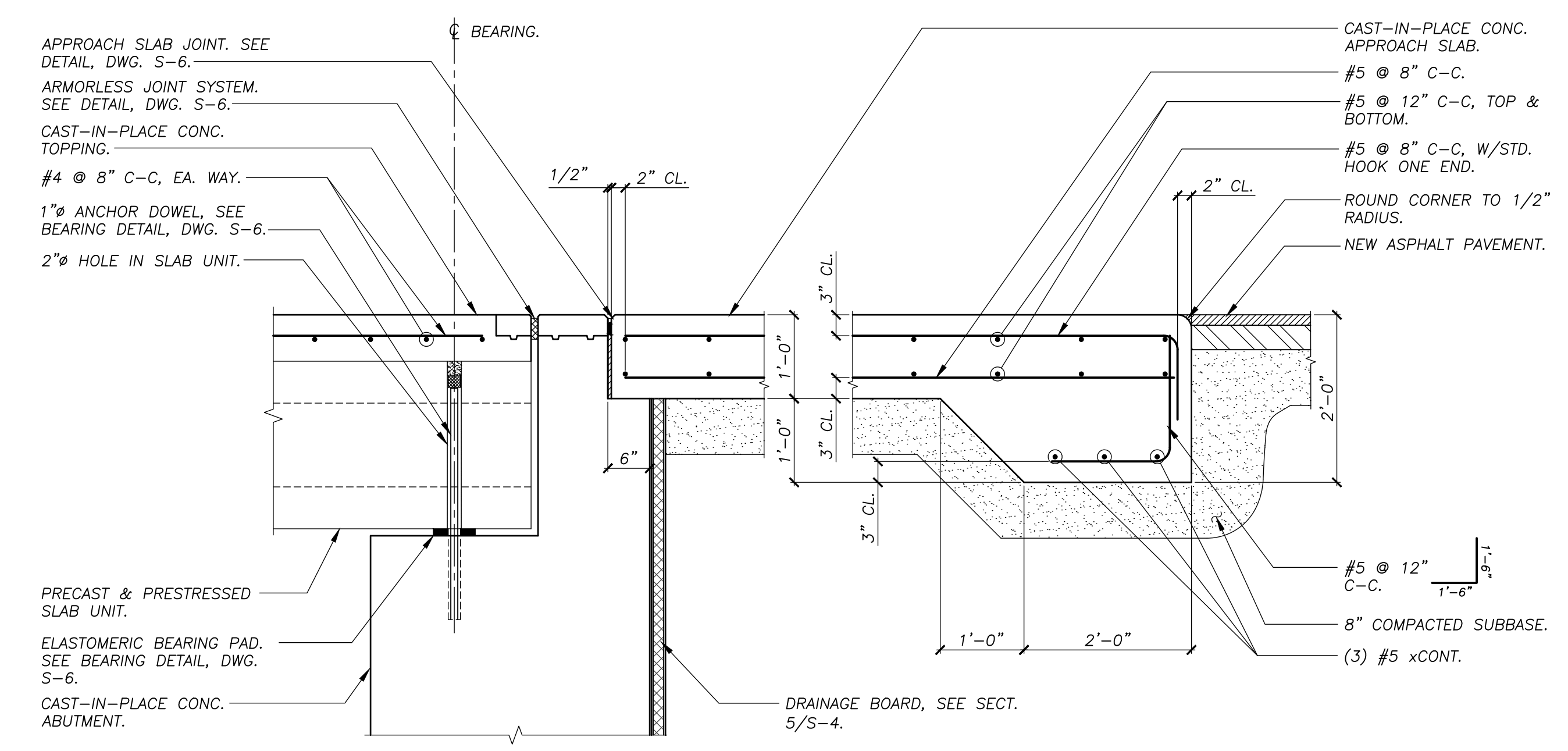




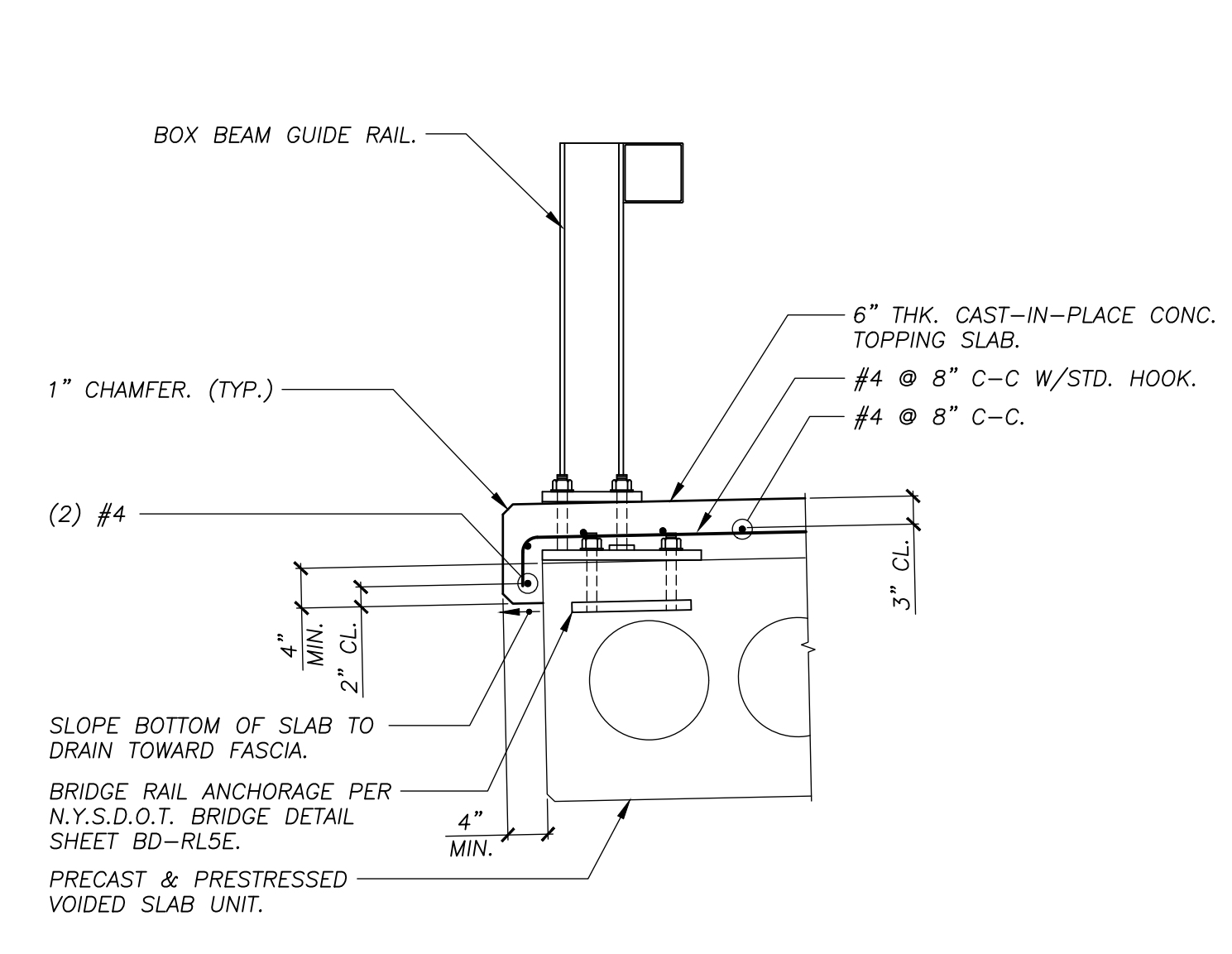
**SUPERSTRUCTURE PLAN**  
3/16"=1'-0"



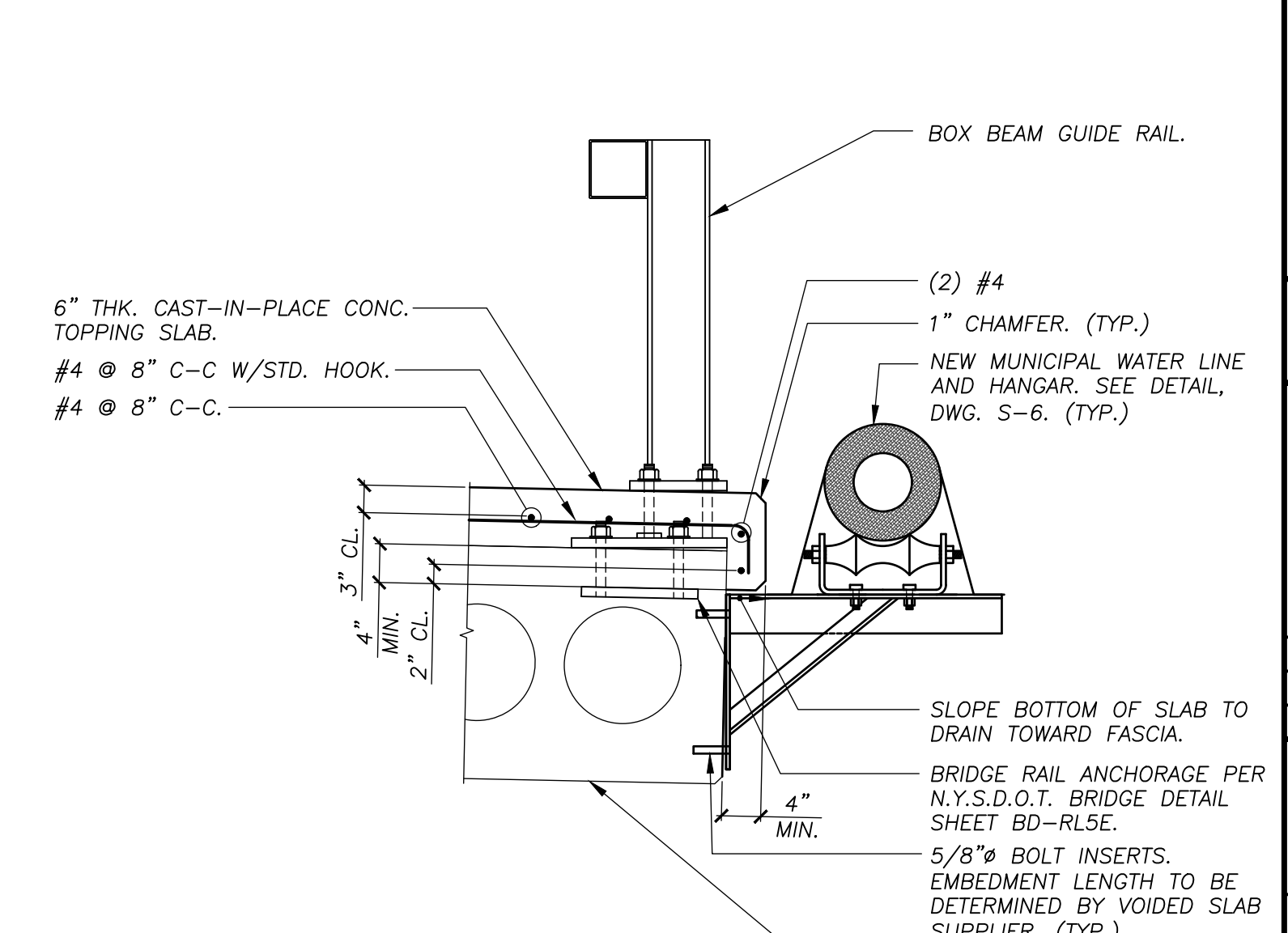
**SECTION 1**  
3/8"=1'-0"



**SECTION 2**  
3/4"=1'-0"



**SECTION 3**  
3/4"=1'-0"



**SECTION 4**  
3/4"=1'-0"

REV.	DATE	REVISIONS DESCRIPTION
0	6/11/2019	ISSUED FOR BID
1	6/27/2019	DESIGN REVISIONS
2	7/2/2019	ADDED DIMENSIONS



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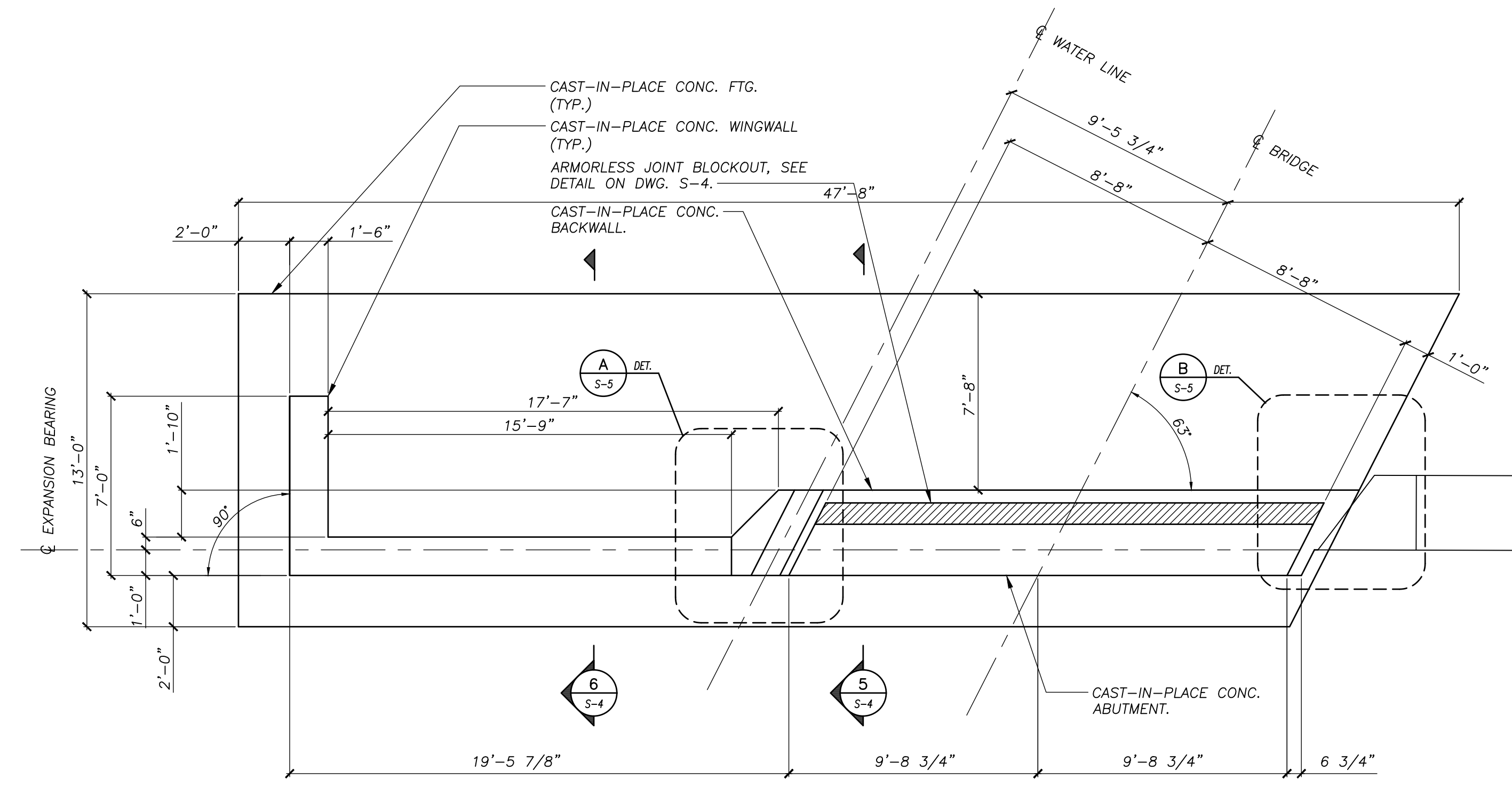
SCALE: AS SHOWN DRAWN BY: KAS/SRA  
DATE: 6/27/2019 ENG. BY: KAS/SRA  
PROJ. NO: 15-881 CHK'D BY: ES

CLIENT NAME  
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Elizabethtown, N.Y.

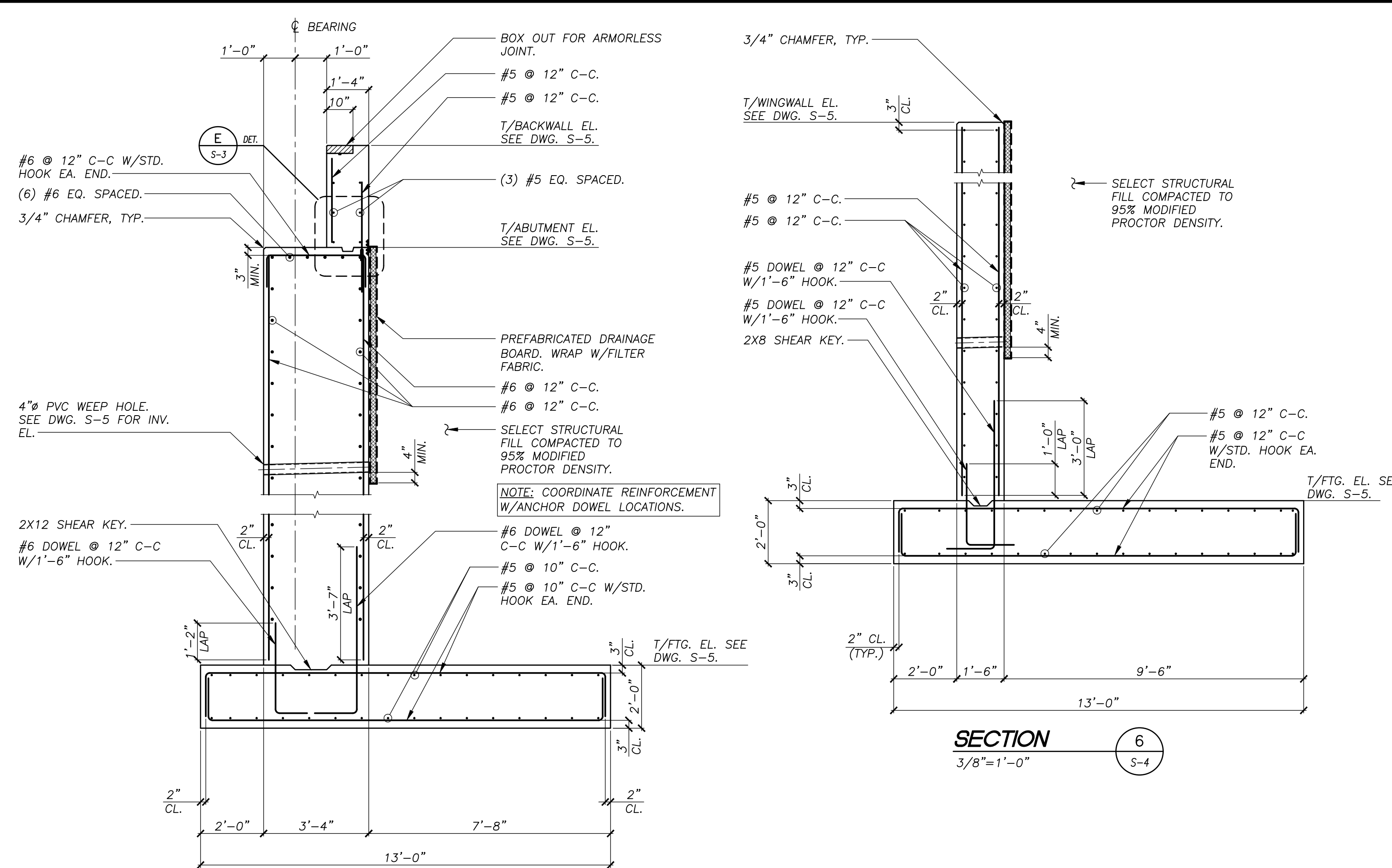
DRAWING TITLE  
**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II BUCKS LANE BRIDGE SUPERSTRUCTURE PLAN & SECTIONS**

DRAWING NO. **S-3** SHT. 21 OF 25  
REV. 1



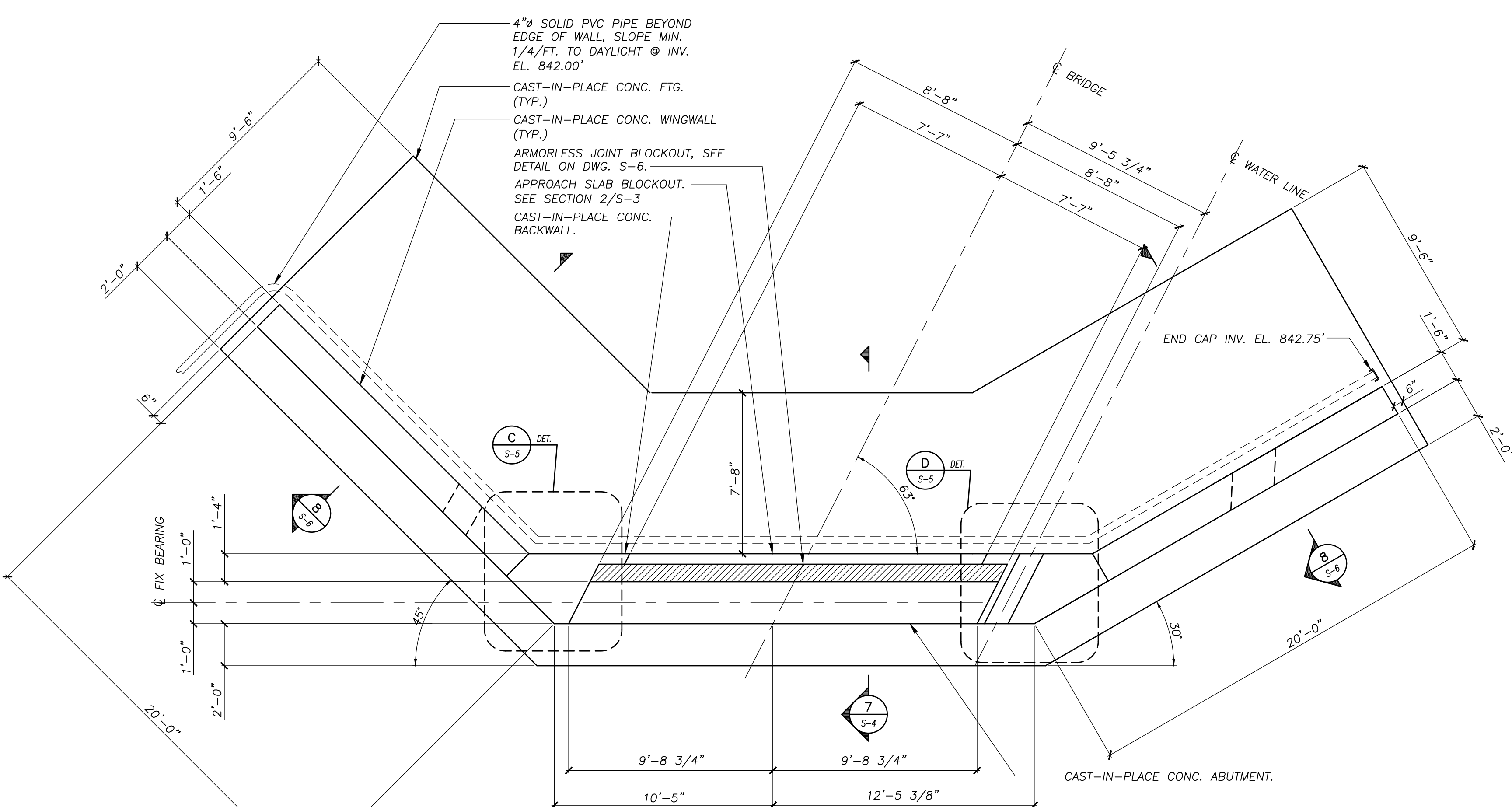


**EAST ABUTMENT PLAN**  
1/4"=1'-0"

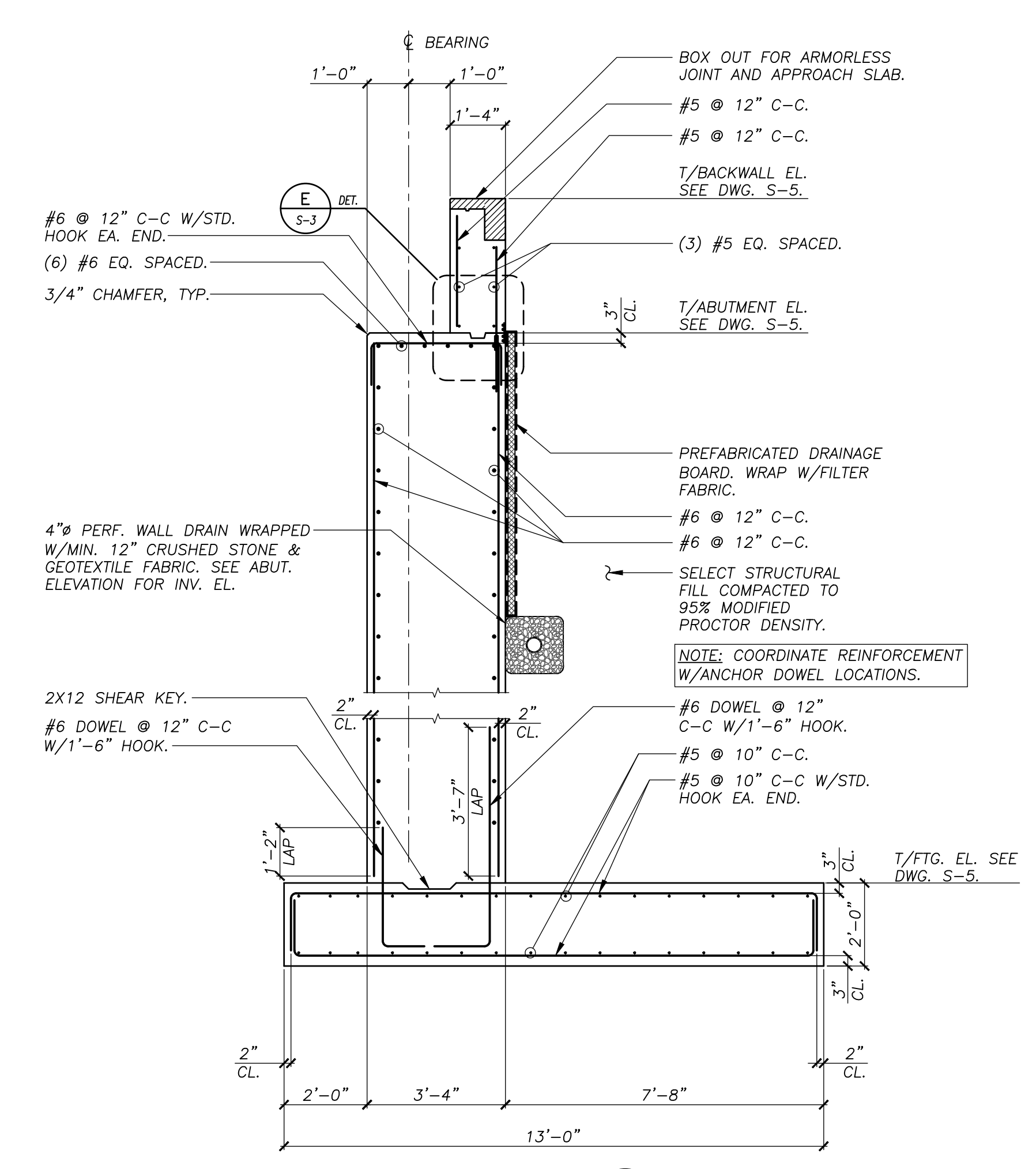


**SECTION 5**  
3/8"=1'-0"

**SECTION 6**  
3/8"=1'-0"



**WEST ABUTMENT PLAN**  
1/4"=1'-0"



**SECTION 7**  
3/8"=1'-0"

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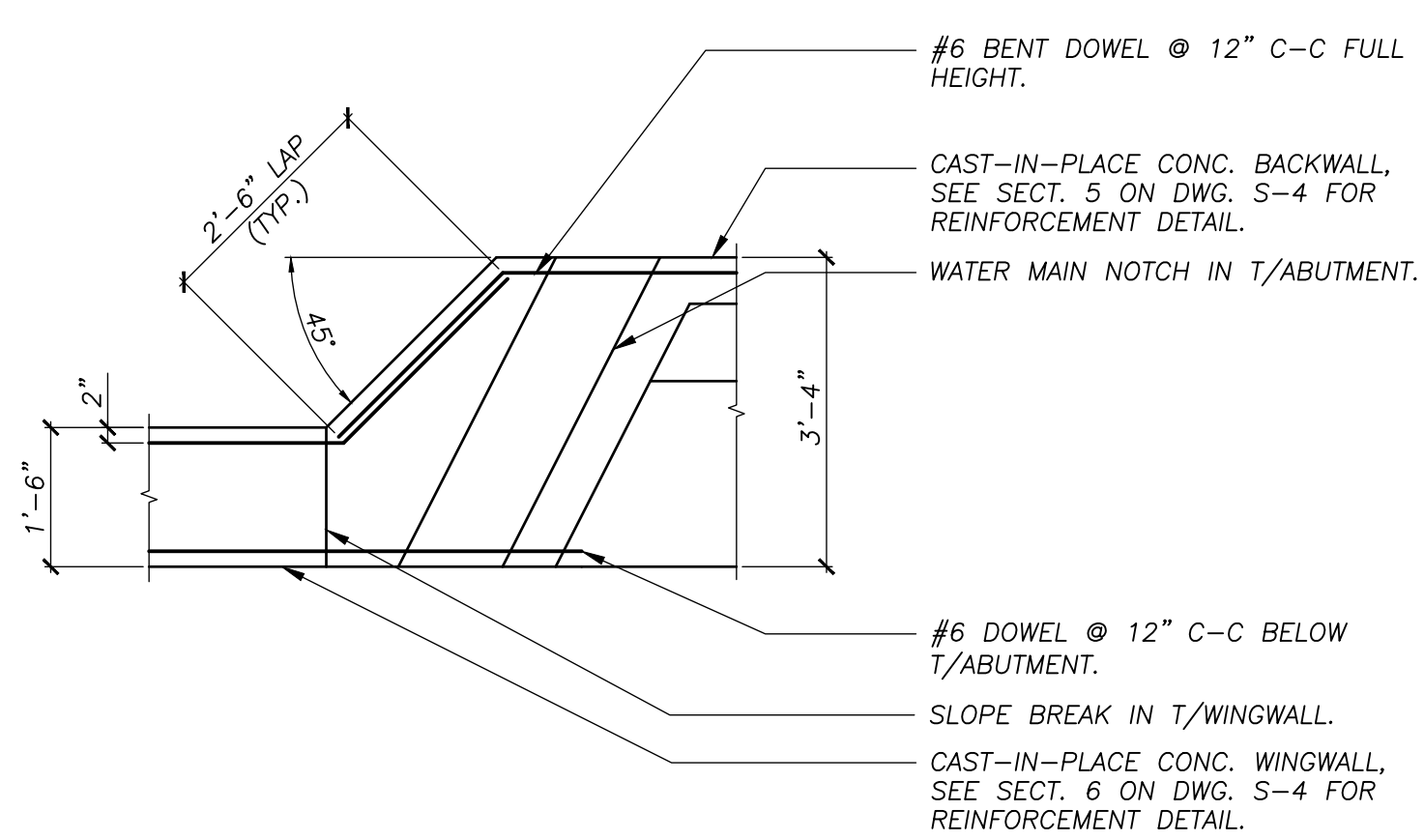
SCALE: AS SHOWN DRAWN BY: KAS/SRA  
DATE: 6/27/2019 ENG. BY: KAS/SRA  
PROJ. NO: 15-881 CHK'D BY: ES

CLIENT NAME  
**ESSEX COUNTY COMMUNITY RESOURCES**  
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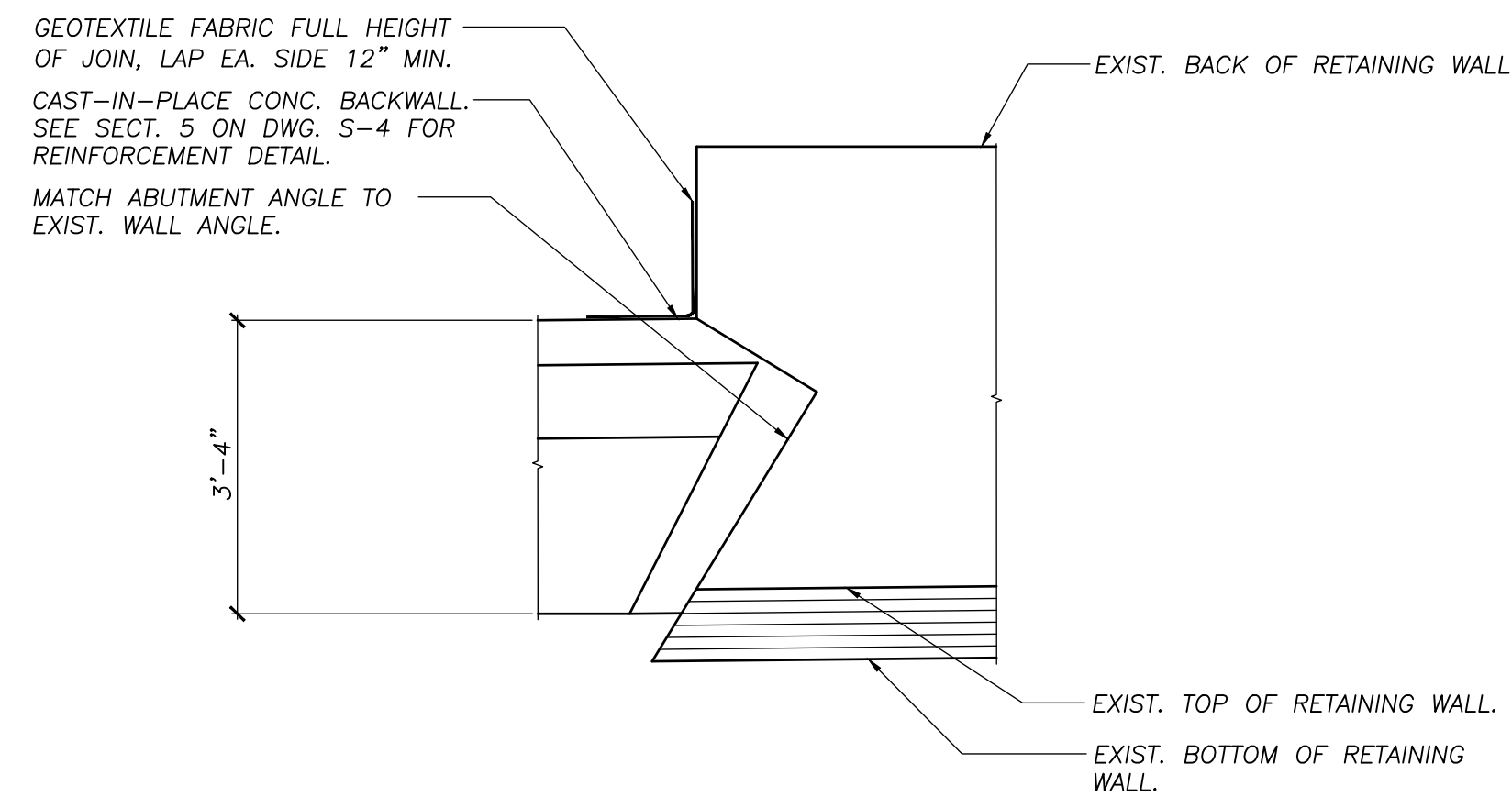
DRAWING TITLE  
**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II BUCKS LANE BRIDGE ABUTMENT PLANS AND SECTIONS**

DRAWING NO. **S-4** SHT. 22 OF 25  
REV. 1

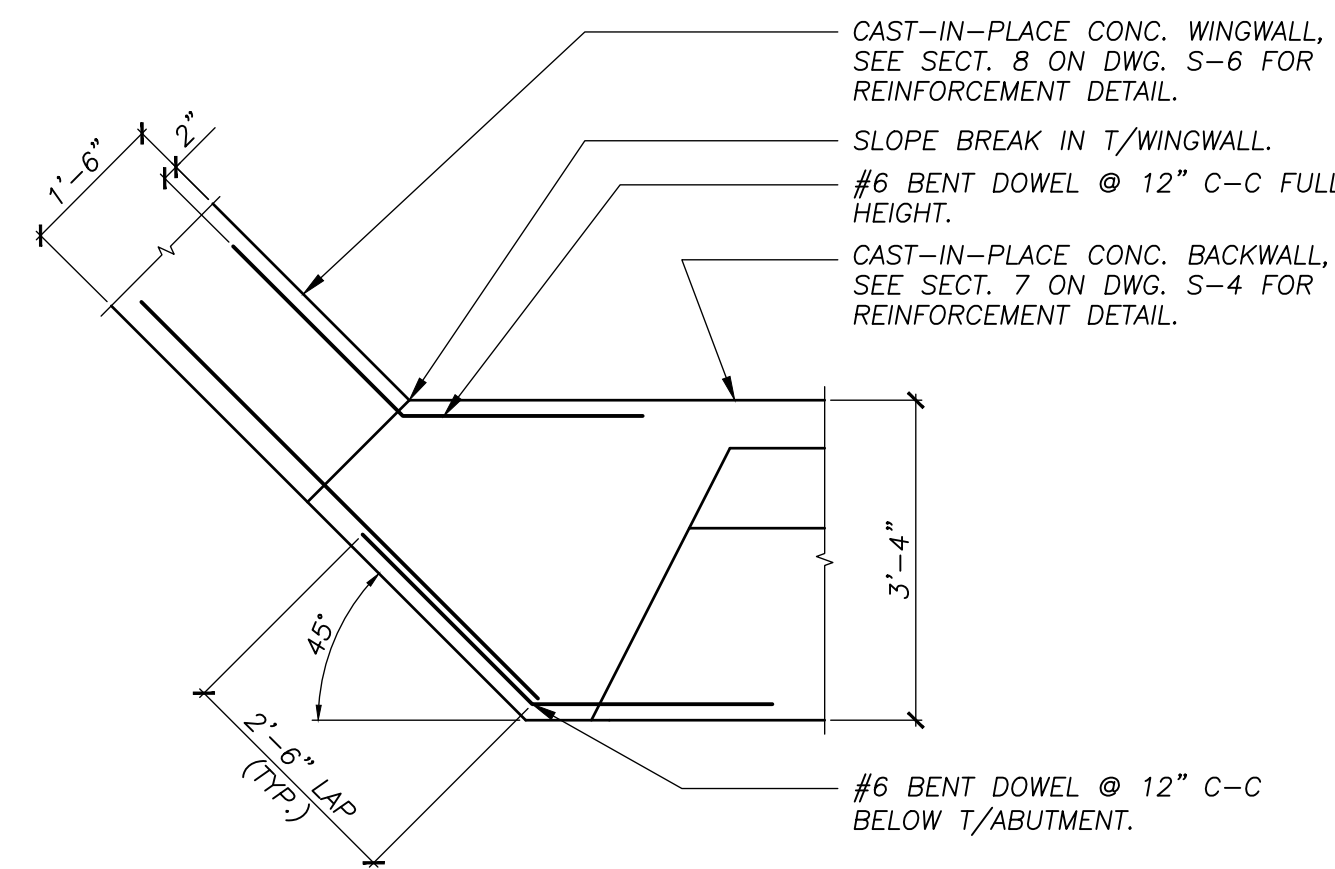




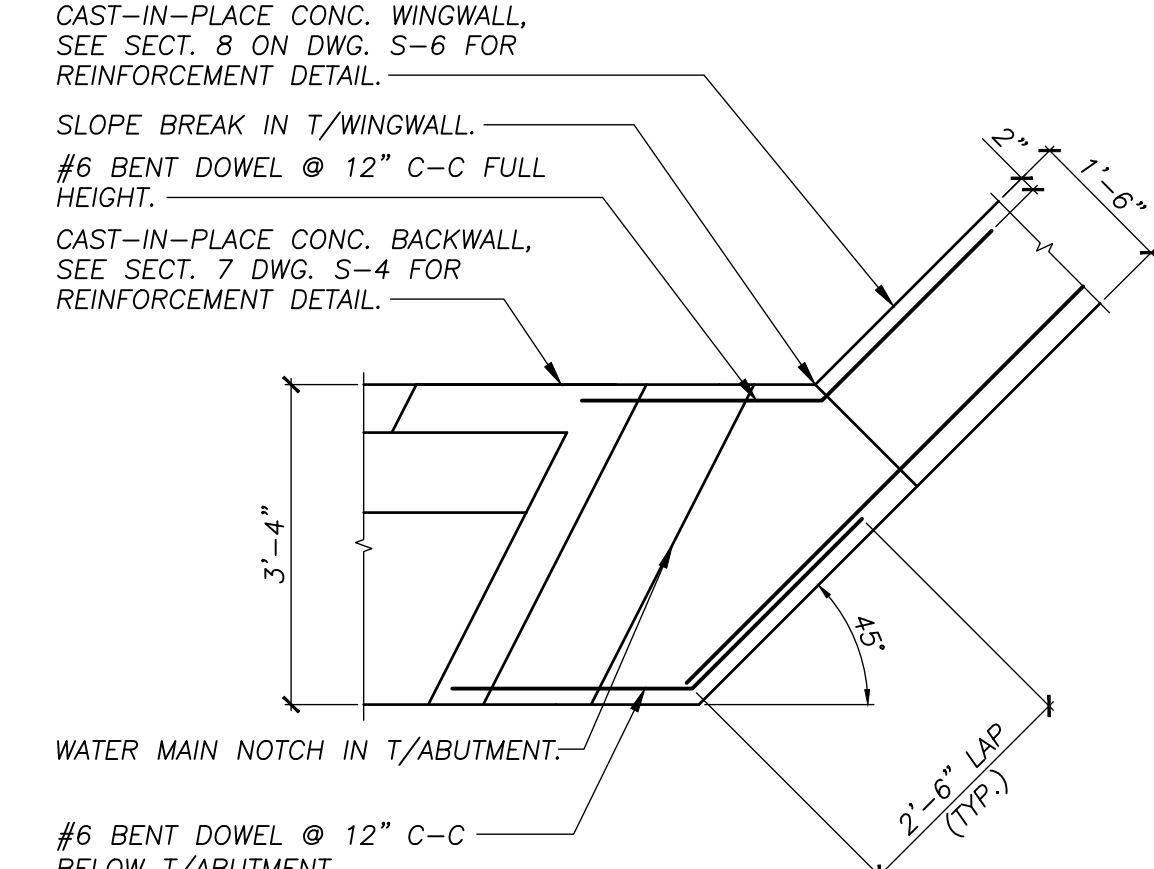
**DETAIL A**  
1/2"=1'-0" S-5



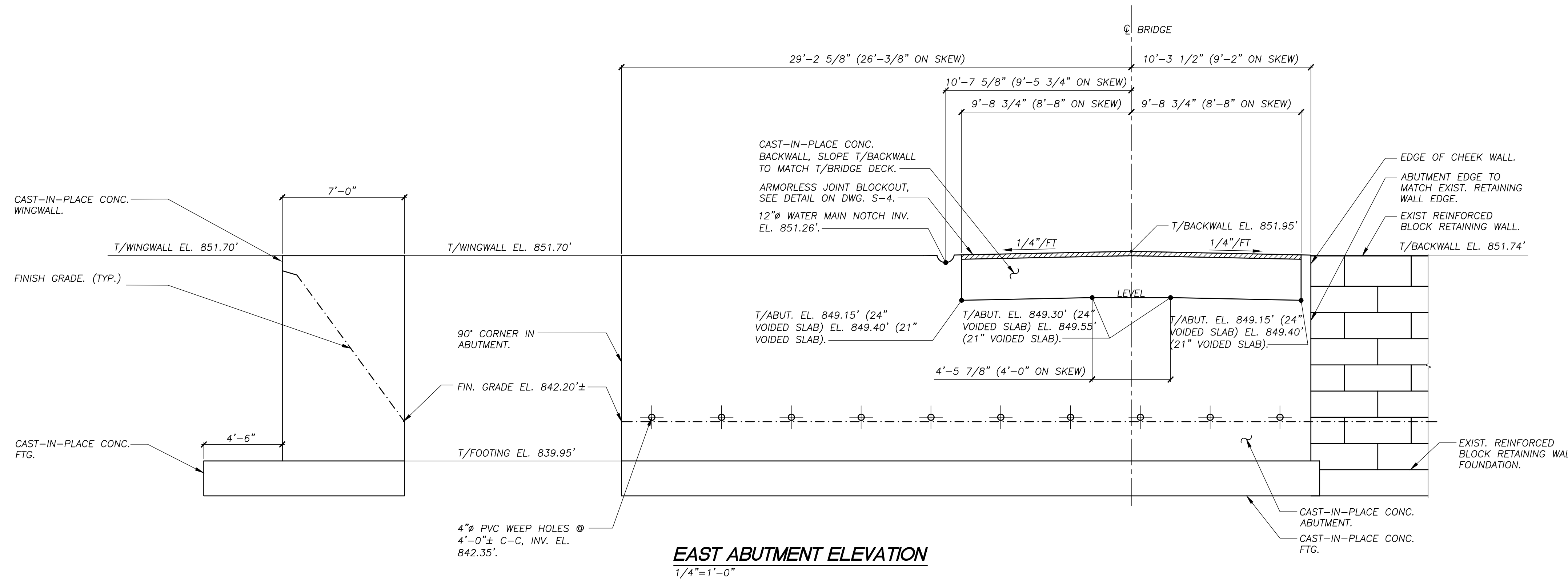
**DETAIL B**  
1/2"=1'-0" S-5



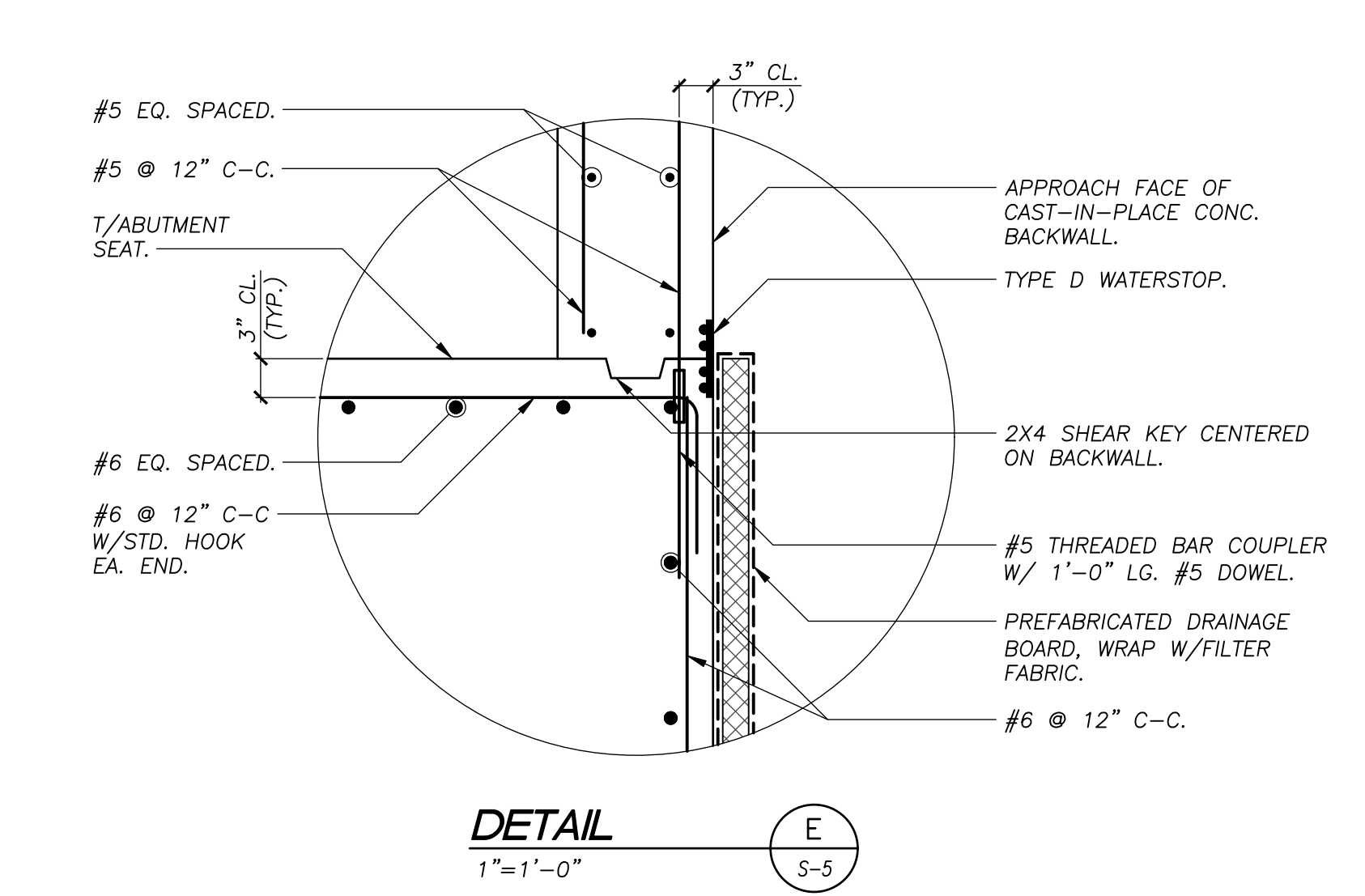
**DETAIL C**  
1/2"=1'-0" S-5



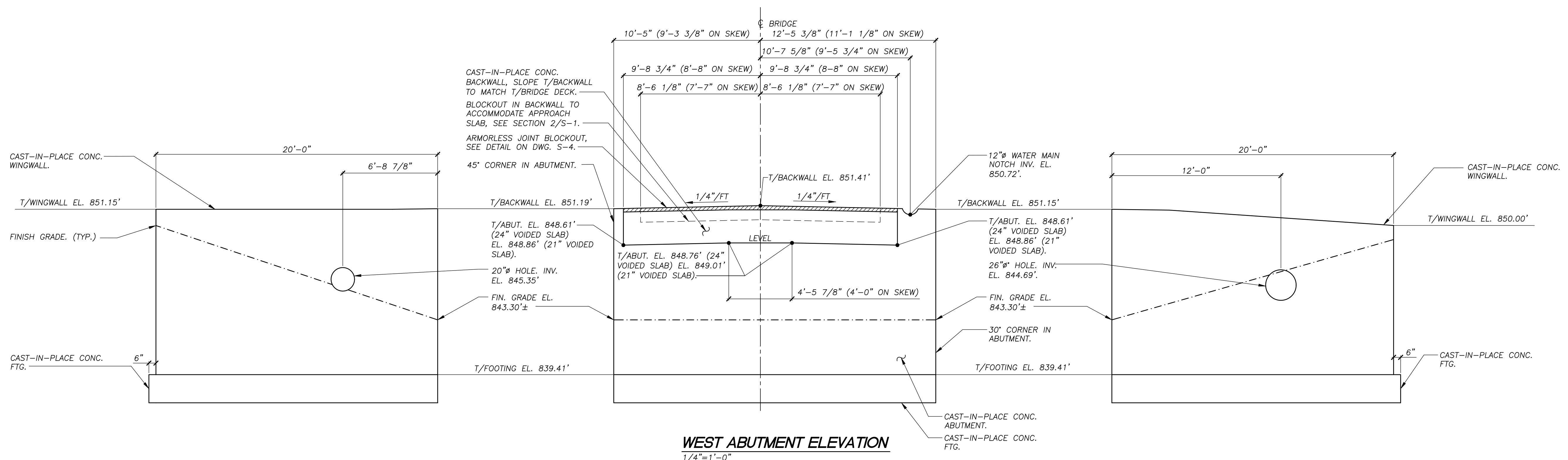
**DETAIL D**  
1/2"=1'-0" S-5



**EAST ABUTMENT ELEVATION**  
1/4"=1'-0"

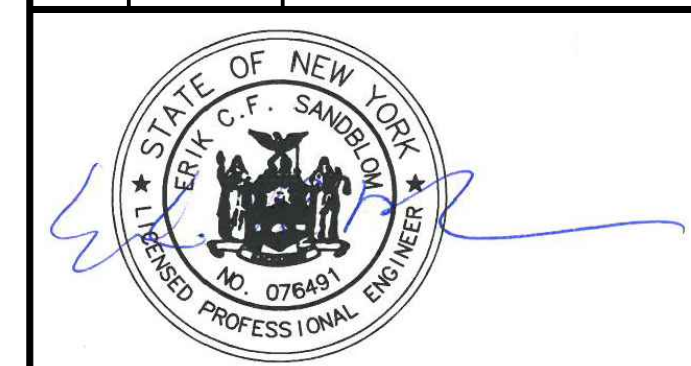


**DETAIL E**  
1"=1'-0" S-5



**WEST ABUTMENT ELEVATION**  
1/4"=1'-0"

REVISIONS		
REV.	DATE	DESCRIPTION
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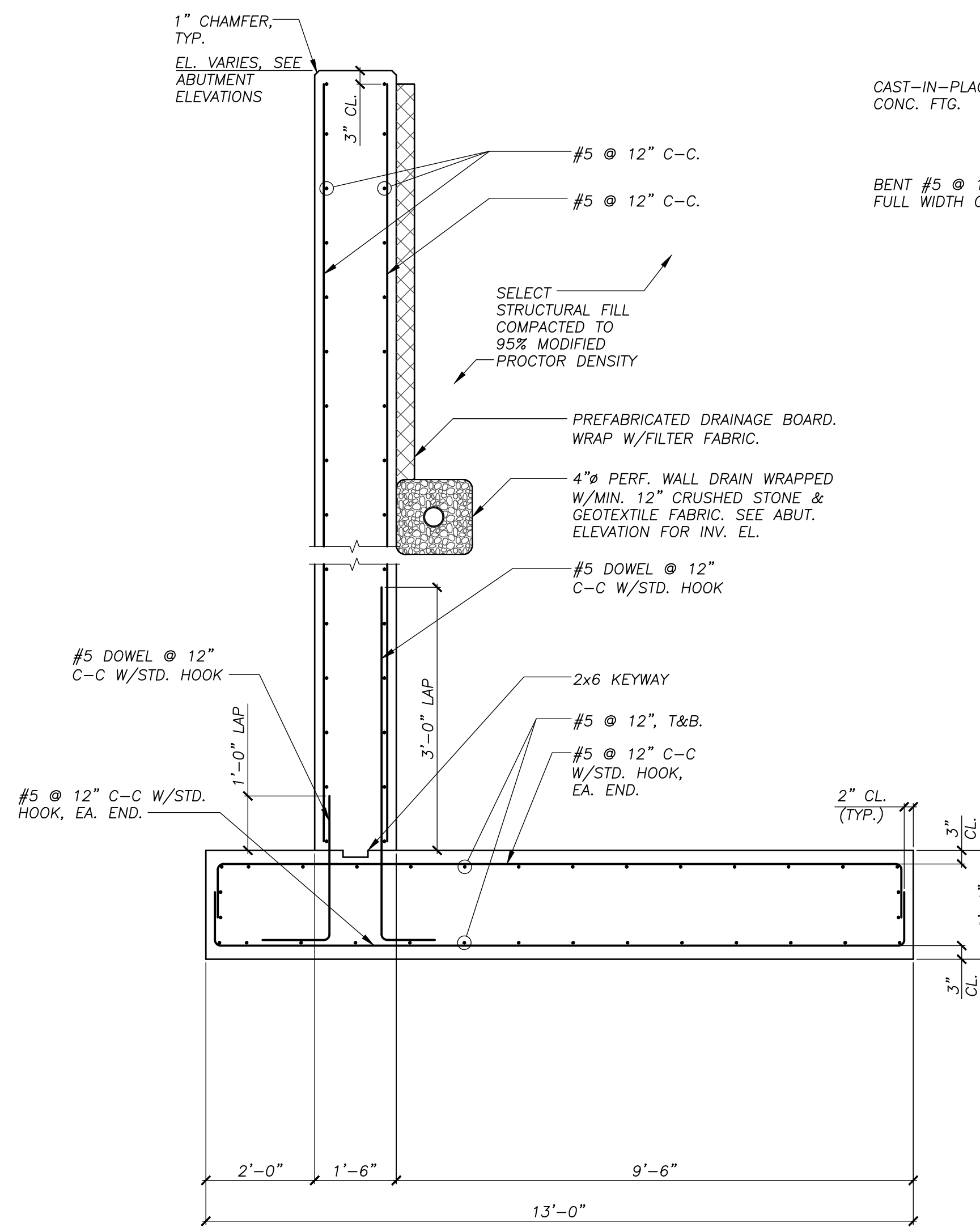
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DATE: 6/27/2019 ENG. BY: KAS/SRA  
PROJ. NO: 15-881 CHK'D BY: ES

CLIENT NAME  
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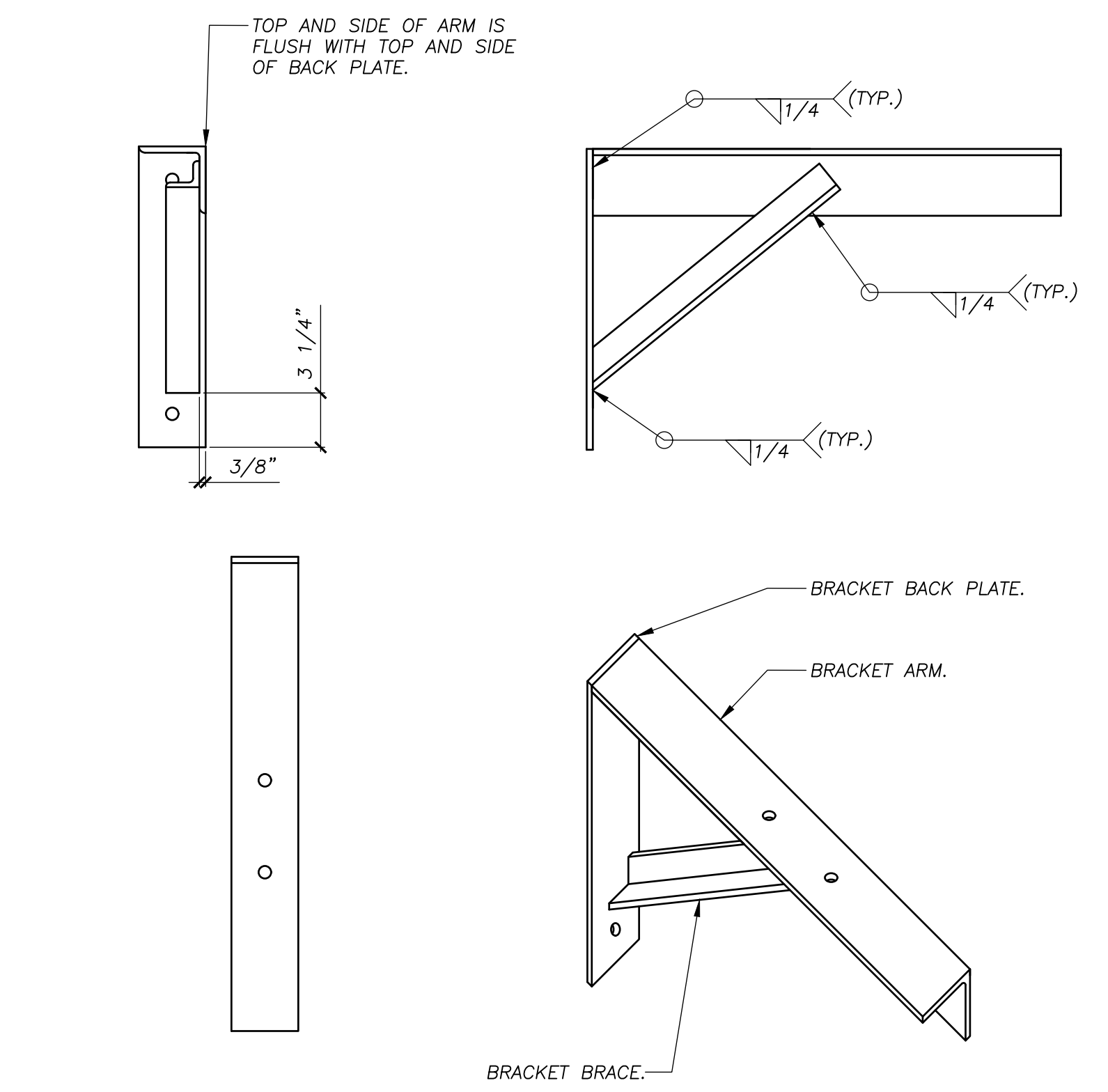
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**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II BUCKS LANE BRIDGE ABUTMENT ELEVATIONS AND DETAILS**

DRAWING NO. **S-5** SHT. 23 OF 25  
REV. 1

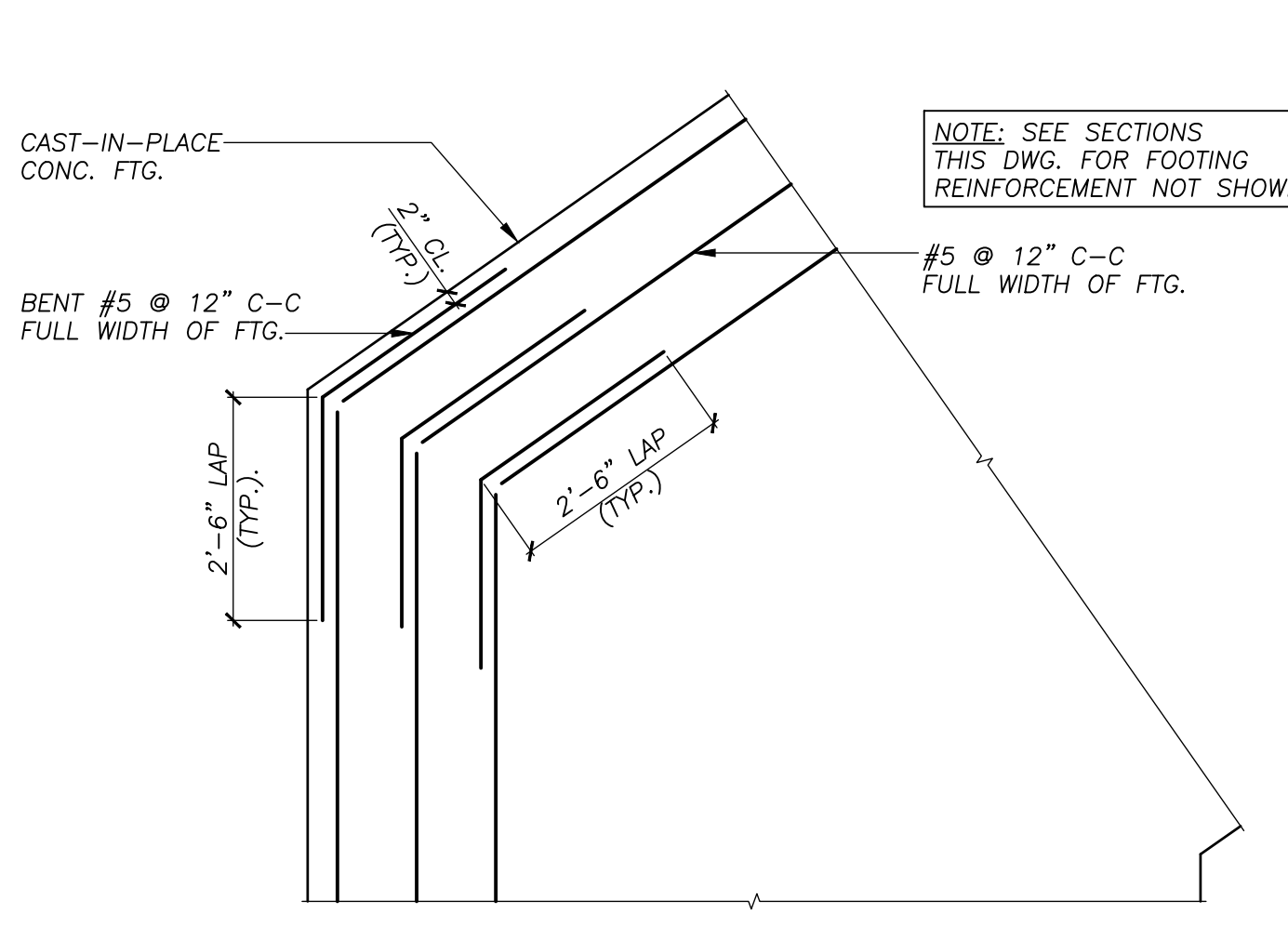




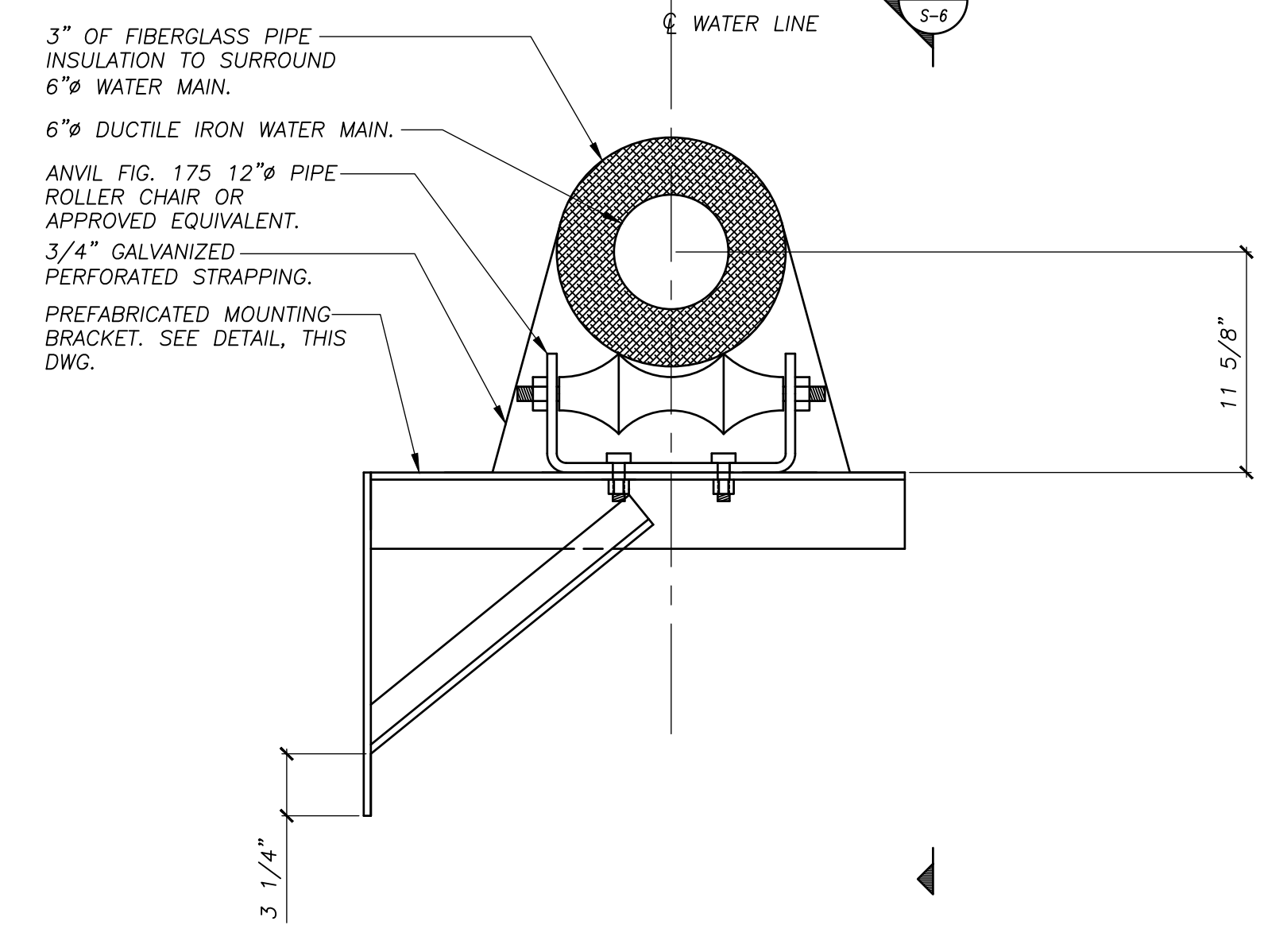
**SECTION 8**  
1/2"=1'-0"



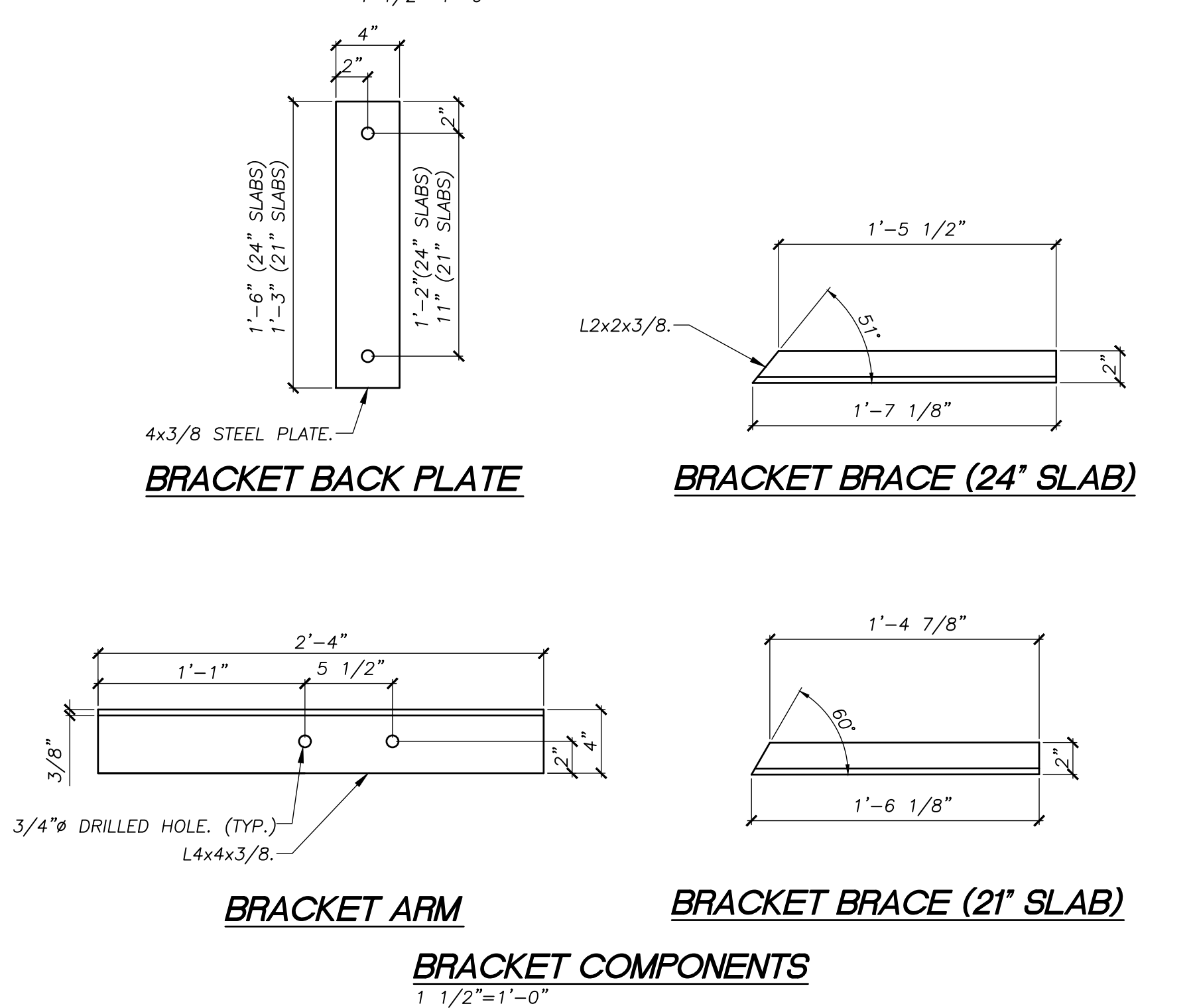
**ASSEMBLED BRACKET**  
1/2"=1'-0"



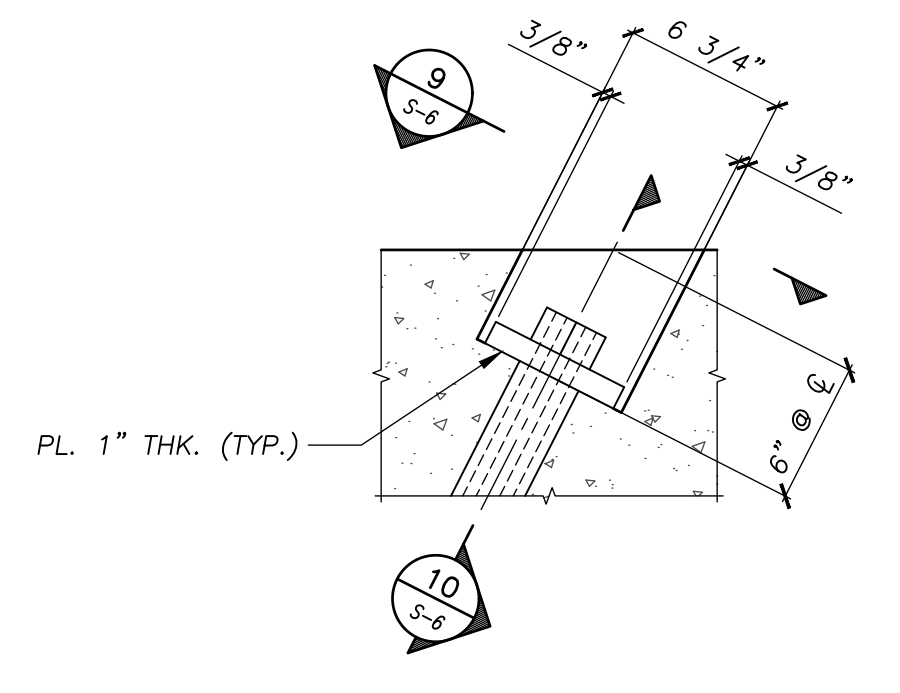
**FOOTING CORNER REINFORCEMENT DETAIL**  
1/2"=1'-0"



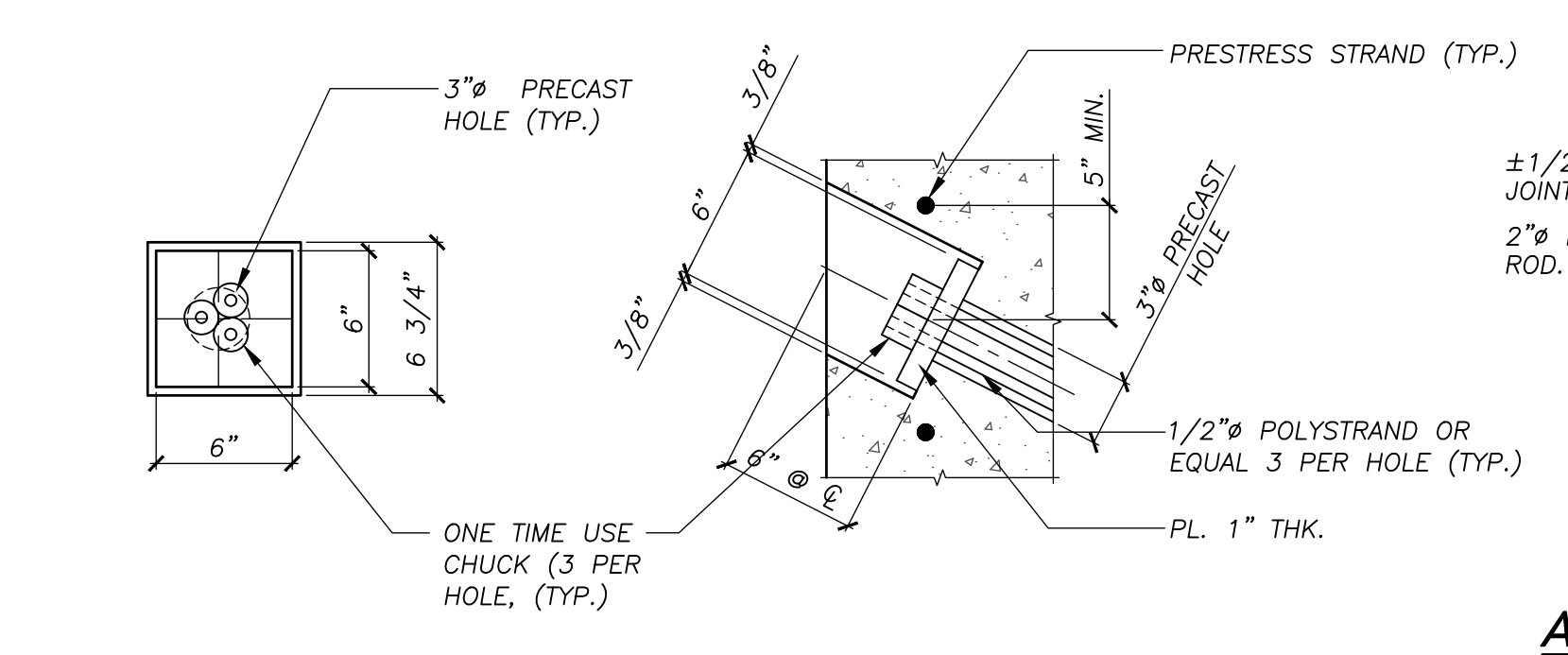
**CUSTOM FABRICATED PIPE MOUNT**  
1/2"=1'-0"



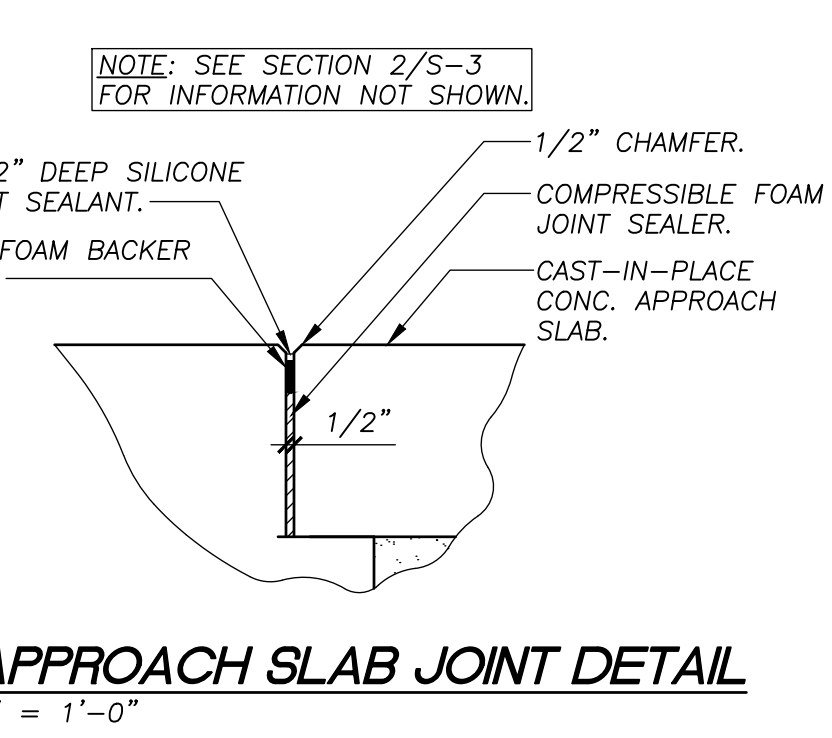
**BRACKET COMPONENTS**  
1/2"=1'-0"



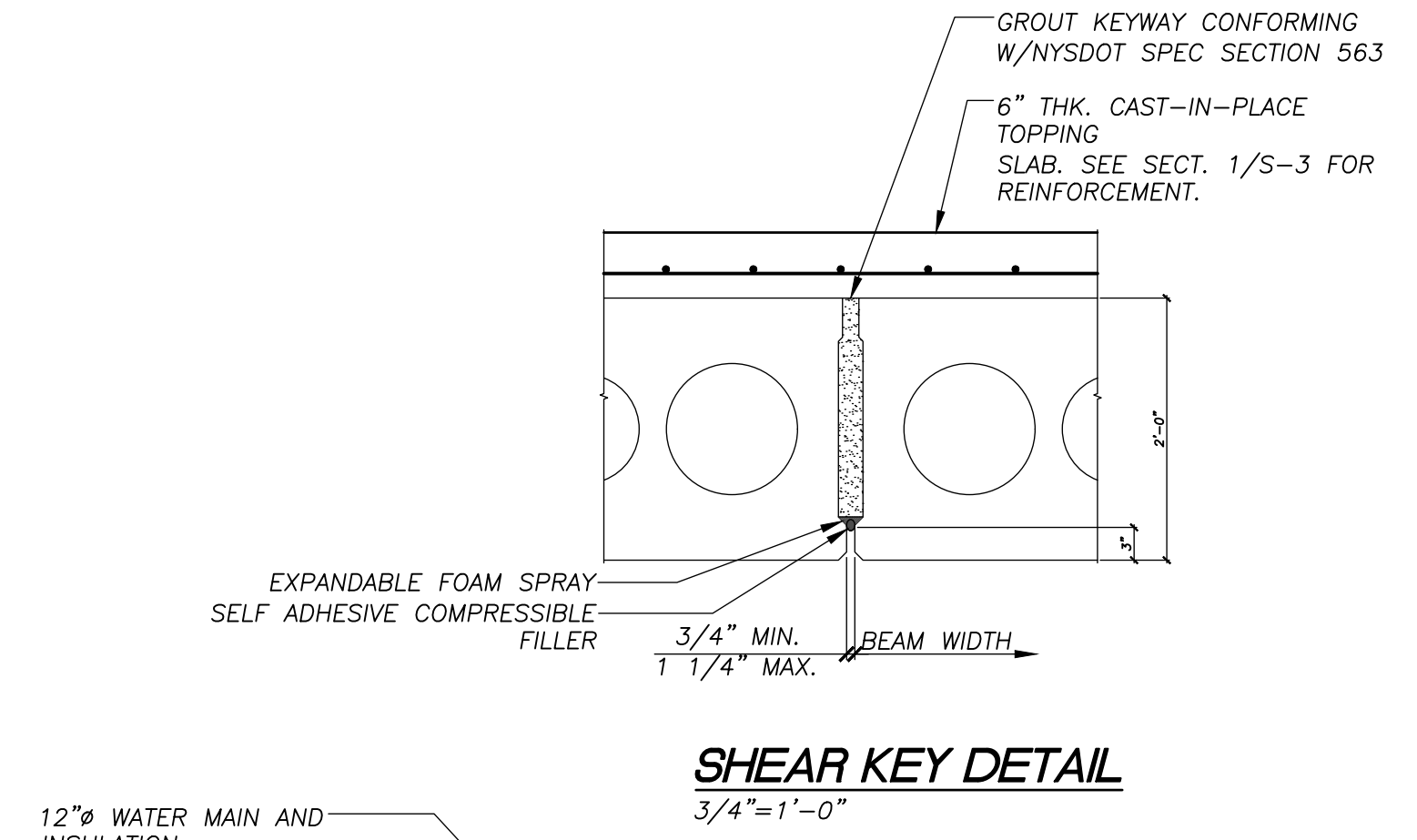
**TRANSVERSE TENDON RECESS**  
1/2"=1'-0"



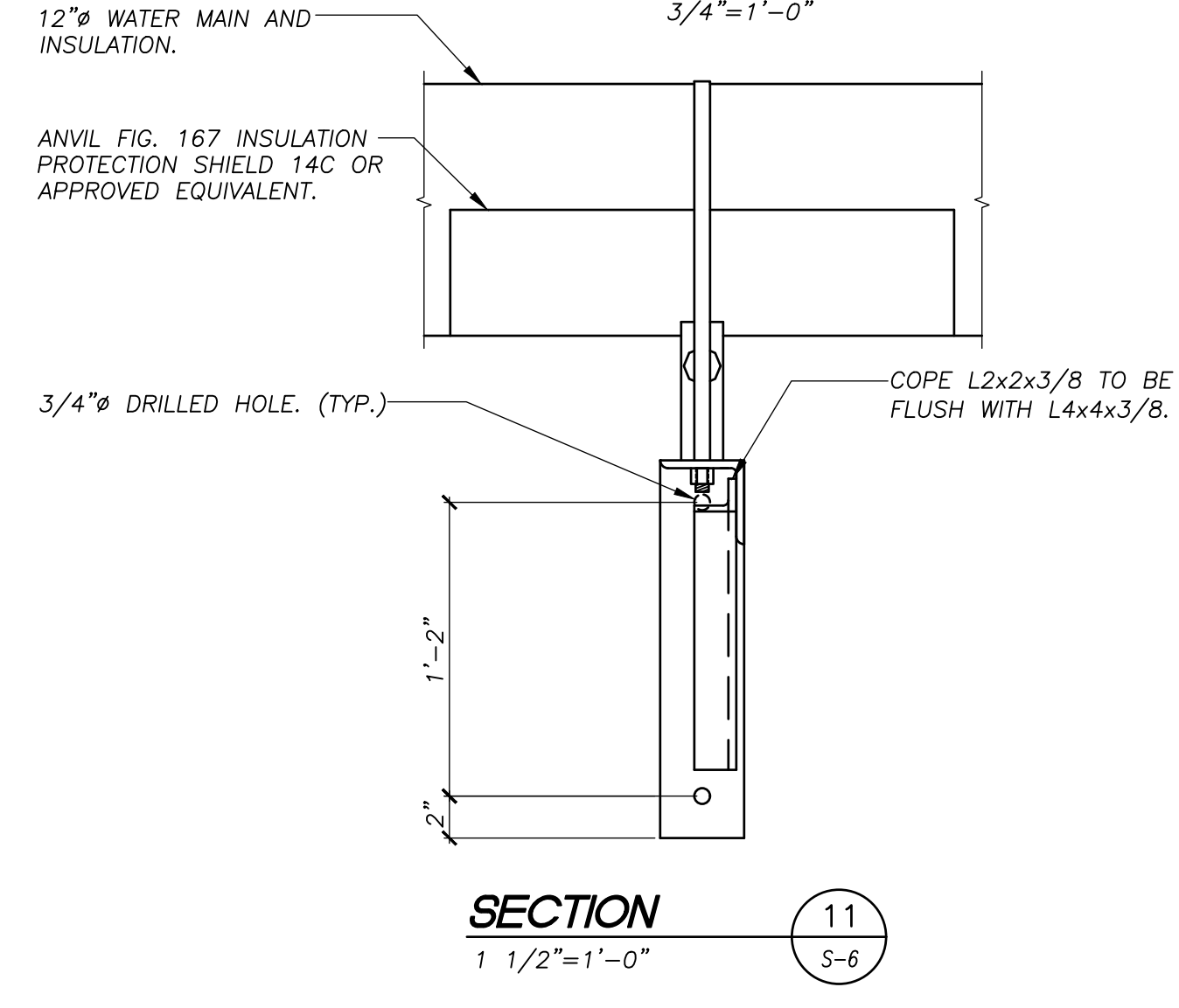
**SECTION 9** 1/2"=1'-0"  
**SECTION 10** 1/2"=1'-0"



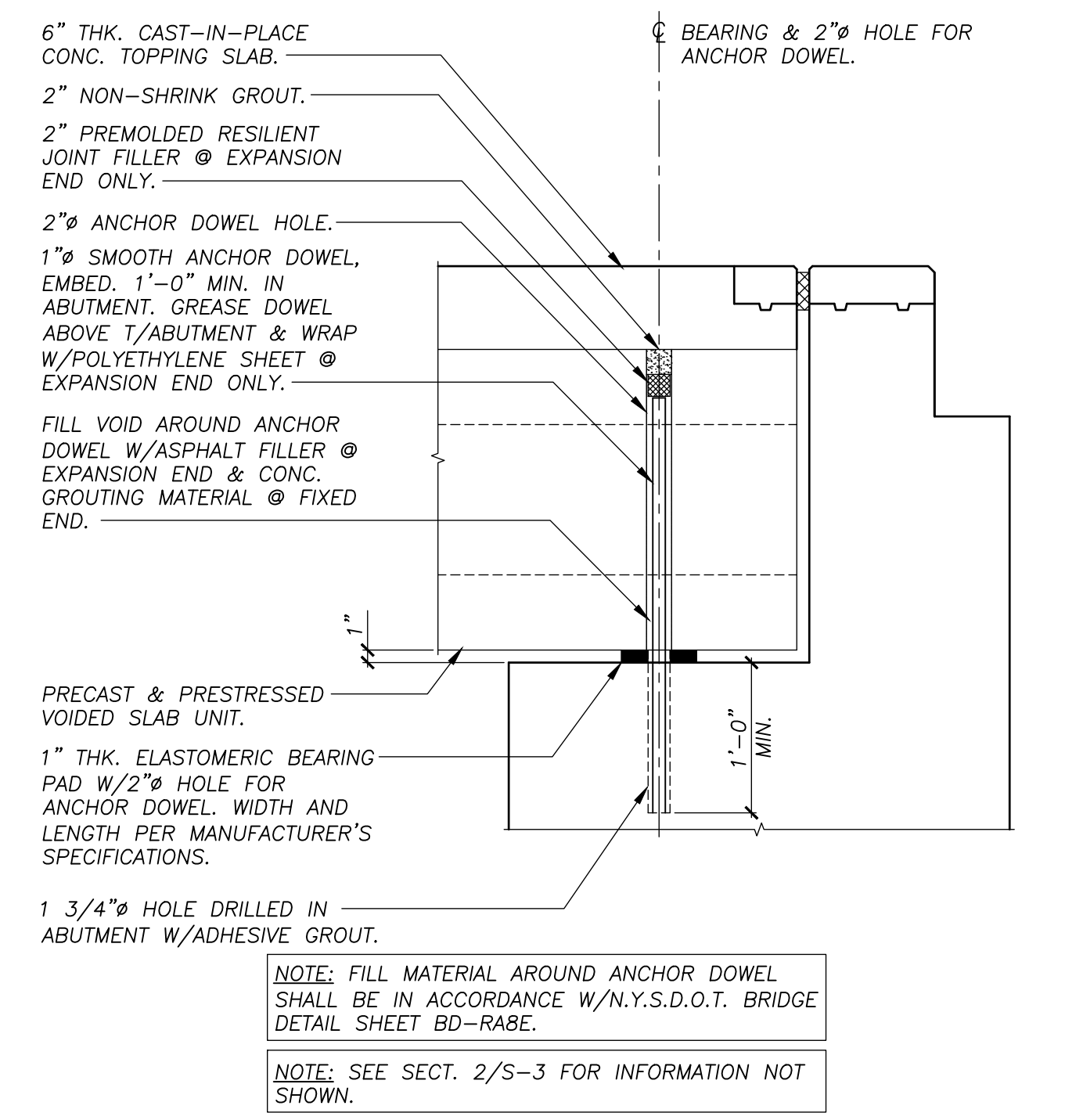
**APPROACH SLAB JOINT DETAIL**  
1"=1'-0"



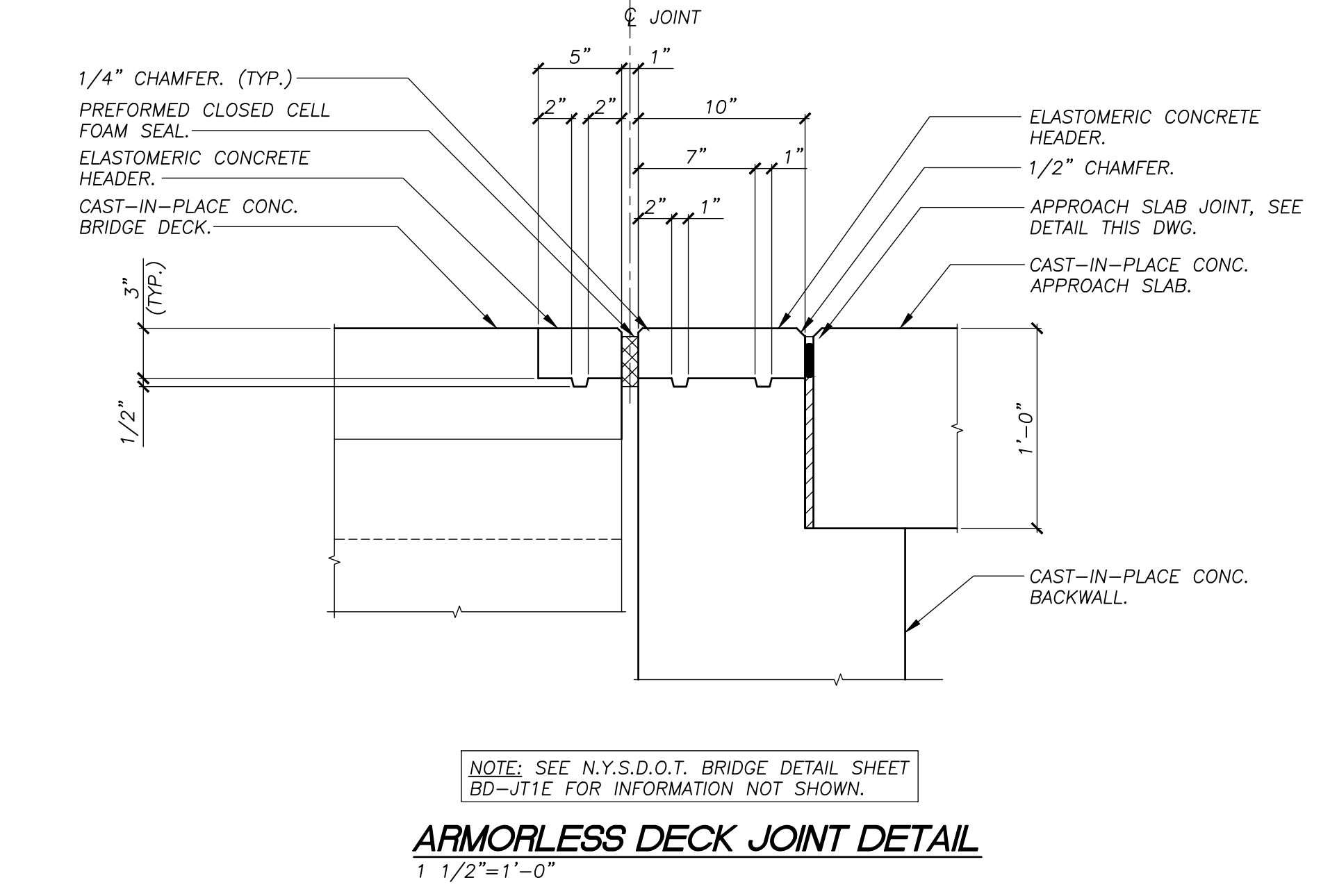
**SHEAR KEY DETAIL**  
3/4"=1'-0"



**SECTION 11**  
1/2"=1'-0"



**TYPICAL BEARING DETAIL**  
1"=1'-0"



**ARMORLESS DECK JOINT DETAIL**  
1/2"=1'-0"

REVISIONS		
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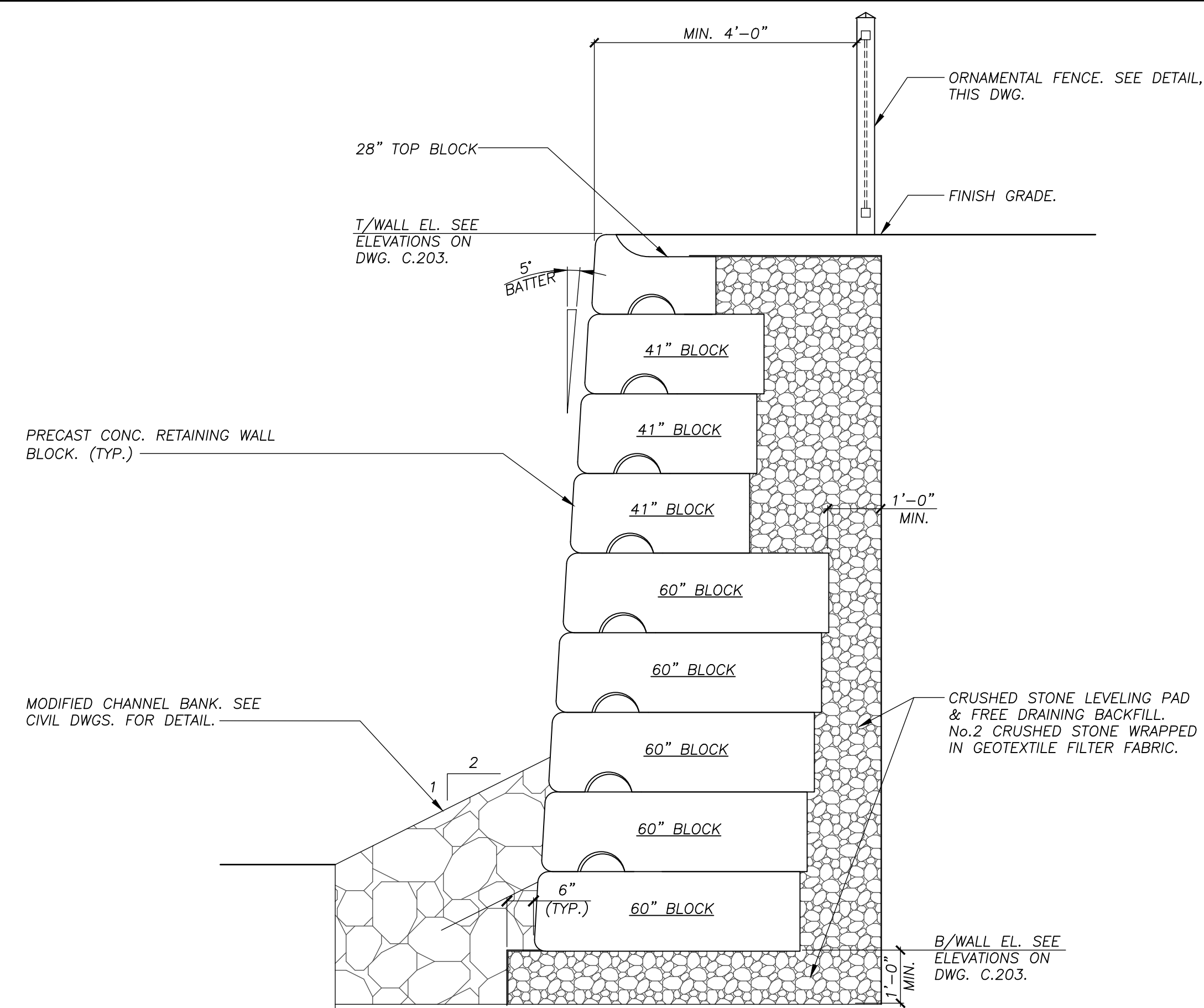
SCALE: AS SHOWN DRAWN BY: KAS/SRA  
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CLIENT NAME  
**ESSEX COUNTY COMMUNITY RESOURCES**  
Elizabethtown, N.Y.

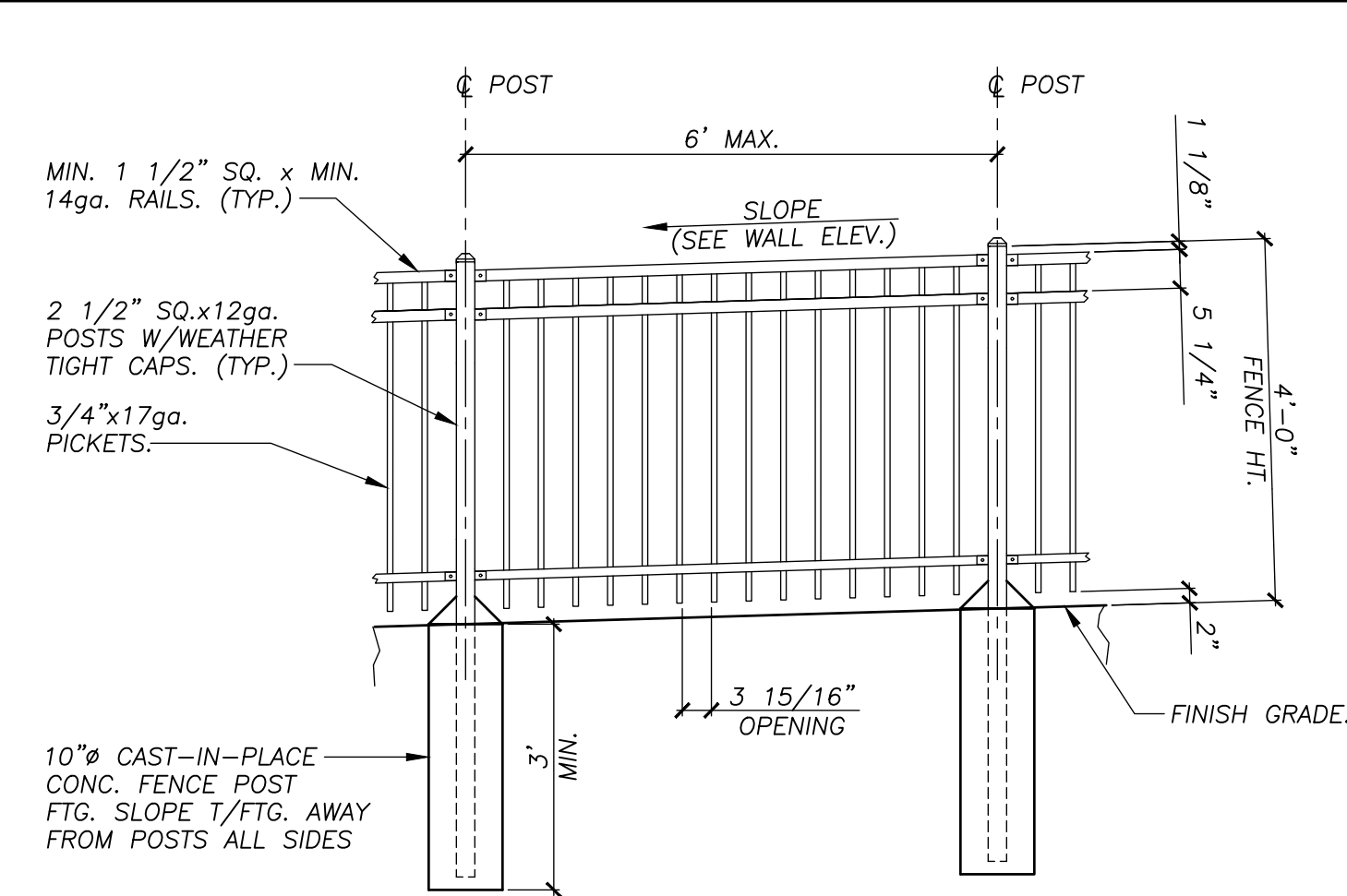
DRAWING TITLE  
**KEENE, NY GULF BROOK CHANNEL RESTORATION PHASE II BUCKS LANE BRIDGE BRIDGE DETAILS**

DRAWING NO. **S-6** SHT. 24 OF 25  
REV. 1





**PRECAST CONCRETE BLOCK WALL TYPICAL SECTION**  
1/2"=1'-0"



**ORNAMENTAL STEEL FENCE DETAIL**  
1/2"=1'-0"

REVISIONS		
REV.	DATE	DESCRIPTION
0	6/11/2019	ISSUED FOR BID
1	6/27/2019	DESIGN REVISIONS



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SCALE: AS SHOWN DRAWN BY: KAS/SRA  
DATE: 6/27/2019 ENG. BY: KAS/SRA  
PROJ. NO: 15-881 CHK'D BY: ES

CLIENT NAME  
ESSEX COUNTY COMMUNITY RESOURCES  
Elizabethtown, N.Y.

DRAWING TITLE  
KEENE, NY  
GULF BROOK CHANNEL RESTORATION PHASE II  
BUCKS LANE BRIDGE  
RETAINING WALL DETAILS & CROSS SECTION

DRAWING NO. S-7 SHT. 25 OF 25  
REV. 1