

ROME DAM INITIATIVE

Project Construction Manual



PROJECT OWNER:

ESSEX COUNTY AND THE TOWN OF JAY, NEW YORK

PROJECT ENGINEER:

ROY SCHIFF, P.E., PHD

MILONE & MACBROOM, INC.

FUNDING AGENCY:

NEW YORK STATE GOVERNOR'S OFFICE OF

STORM RECOVERY (GOSR)

Table of Contents

NOTICE TO BIDDERS	3
CDBG-DR FUNDED PROJECT	4
PROJECT COMPLETION	4
PROJECT SPECIFIC LIQUIDATED DAMAGES	4
CONTRACT DOCUMENTS.....	4
DESIGNATED CONTACTS.....	5
BONDS	5
REQUESTS FOR INFORMATION	5
INSTRUCTIONS TO BIDDERS	6
EXAMINATION OF DOCUMENTS	1
VISIT TO THE SITE.....	1
RESOLUTION OF DISCREPANCIES AND AMBIGUITIES	1
PREPARATION OF BIDS.....	1
BID SECURITY INFORMATION	2
SUBMISSION OF BID.....	2
MODIFICATION OF BID.....	2
WITHDRAWAL OF BID	2
DISQUALIFICATION OF BIDDERS.....	3
OPENING OF BIDS	3
AWARD OF CONTRACT	3
INFORMALITIES	3
DETERMINATION OF CONTRACTOR'S RESPONSIBILITY	4
LIQUIDATED DAMAGES.....	4
REFUND OF DEPOSIT FOR CONTRACT DOCUMENTS	4
CDBG-DR FUNDED PROJECT	4
WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS	5
BID FORM.....	6
AGREEMENT FORM	1
CONTRACT SIGNATURE PAGE.....	3
GENERAL CONDITIONS	1
ARTICLE 1 – THE CONTRACT DOCUMENTS	2
ARTICLE 2 – DEFINED TERMS.....	2

ARTICLE 3 – INTERPRETATION OF CONTRACT DOCUMENTS5

ARTICLE 4 – SHOP DRAWINGS AND OTHER SUBMITTALS5

ARTICLE 5 – SCHEDULE6

ARTICLE 6 – MATERIALS6

ARTICLE 7 – CONTRACTOR'S SUPERVISION.....7

ARTICLE 8 – USE OF PREMISES8

ARTICLE 9 – PERMITS AND COMPLIANCE WITH APPLICABLE LAWS8

ARTICLE 10 – INSPECTION AND MATERIAL ACCEPTANCE.....9

ARTICLE 11 – CHANGE ORDERS10

ARTICLE 12 – SITE CONDITIONS13

ARTICLE 13 – SUSPENSION OF WORK13

ARTICLE 14 – TIME OF COMPLETION AND TERMINATION FOR CAUSE14

ARTICLE 15 – TERMINATION OF CONTRACTOR’S EMPLOYMENT FOR THE CONVENIENCE OF THE MUNICIPALITY17

ARTICLE 16 – DISPUTES18

ARTICLE 17 – STATUTORY REQUIREMENTS FOR THE UTILIZATIONS OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES18

ARTICLE 18 – SUBCONTRACTS.....18

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

ARTICLE 20 – RESPONSIBILITY FOR DAMAGE AND INDEMNIFICATION.....20

ARTICLE 21 - INSURANCE.....22

ARTICLE 22 - OCCUPANCY PRIOR TO COMPLETION AND ACCEPTANCE.....25

ARTICLE 23 – PAYMENT25

ARTICLE 24 – AUDITS AND RECORDS27

ARTICLE 25 – LABOR LAW AND PREVAILING WAGES NOTIFICATIONS PROVISIONS28

ARTICLE 26 - STATUTORY REQUIREMENTS FOR RESTRICTIONS ON CONTACTS DURING THE PROCUREMENT PROCESS AND DISCLOSURE OF CONTACTS AND RESPONSIBILITY OF OFFERERS MISCELLANEOUS PROVISIONS29

ARTICLE 27 – NO ASSIGNMENT.....30

ARTICLE 28 – MISCELLANEOUS PROVISIONS30

APPENDICES.....31

NOTICE TO BIDDERS

Sealed bids for the **ROME DAM INITIATIVE** at **AUSABLE FORKS**, New York will be received by **ESSEX COUNTY** (the “Municipality”), at **7551 COURT STREET, POB 2017 ELIZABETHTOWN, NY 12932** until **2:00 PM local time, July 18th** 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 **DECONSTRUCT THE ROME DAM** 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,¹ 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 **ninety (90) days** after Bidder receives a notice to proceed with construction from the Municipality.

PROJECT SPECIFIC LIQUIDATED DAMAGES

Liquidated damages will be assessed for each day of delay of the contract in the amount of **one thousand dollars (\$1,000.00) a day**, time being of the essence.

CONTRACT DOCUMENTS

“Contract Documents” has the meaning set forth in **Article 1.1 of the General Conditions**

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

herein. Starting on the advertisement date, the Contract Documents may be examined free of charge and DIGITAL (.pdf file) copies may be obtained in person or by mail from ESSEX COUNTY or MILONE & MACBROOM (the Engineer) at **1 South Main Street, Waterbury, VT 05676 (802) 882 – 8335**. Physical copies will be charged a fee based on how many prints are required (and shipping and handling as applicable). For physical copies, all checks should be payable to **Milone & MacBroom, Inc.**

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

REGARDING TECHNICAL:

Roy Schiff, P.E., PHD / Project Engineer (802)882 – 8335

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-bidding meeting will be held at the Town of Jay Town Hall on July 3rd; the pre-bid meeting will include a site-visit to the Rome Dam for further discussion on technical requirements. Additionally, questions or requests for clarification may be directed to **Linda Wolf at (518) 873- 3332**. 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

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 on *July 3rd at the Rome Dam* site. Attendance at the site visit is not mandatory in order to bid for the work. 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 Instructions to Bidders

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,² 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.

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**.

² "Section 3" refers to Section 3 from the Housing and Urban Development Act of 1968. Instructions to Bidders

BID FORM

BID FORM: ROME DAM INITIATIVE LUMP SUM

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)
- COMPLETED SUPPLEMENTAL BID FORM (FOUND IN **APPENDIX G**)
- BID SECURITY (5%) IN THE AMOUNT OF \$[_____]
- [WICKS EXEMPTION IF CONTRACT AMOUNT IS ABOVE APPLICABLE THRESHOLD]

Project	Location	Project Owner
ROME DAM INITIATIVE	AUSABLE FORKS TOWN OF JAY 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:

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 **ninety (90) days 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:

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

(President / Member / Partner)

(Vice President / Member / Partner)

(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 the **ESSEX COUNTY**, a municipal corporation, hereinafter referred to as the "Municipality" or the "Subrecipient" and _____ TBA _____, hereinafter referred to as the "Contractor".

W I T N E S S E T H

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 **ROME DAM INITIATIVE**.

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 **_ninety (90)_ days 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%

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the MUNICIPALITY and the CONTRACTOR have executed this Agreement on the date and year indicated.

ESSEX COUNTY

_____ By: _____
Date Name: **Dan Palmer**
Title: **County Manager**

CONTRACTOR

_____ By: _____
Date Name (print): _____
Title (print): _____

Federal ID Number: _____

GENERAL CONDITIONS

GENERAL CONDITIONS

Table of Articles

1. The Contract Documents
2. Defined Terms
3. Interpretation of the Contract Documents
4. Shop Drawings and Other Submittals
5. Schedule
6. Materials
7. Contractor's Supervision
8. Use of Premises
9. Permits and Compliance
10. Inspection and Material Acceptance
11. Change Orders
12. Site Conditions
13. Suspension of Work
14. Time of Completion and Termination for Cause
15. Termination for Contractor's Employment for the Convenience of the State of New York
16. Disputes
17. Statutory Requirements for the Utilization of Minority and Women Owned Business Enterprises
18. Subcontracts
19. Coordination of Separate Contracts (WICKS Projects)
20. Responsibility for Damage and Indemnification
21. Insurance
22. Occupancy Prior to Completion and Acceptance
23. Payment
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 (Exhibit E)
- Appendix B – Supplemental Instructions for Bidders for Participation by MWBE Enterprises
- Appendix C – Federal Labor Standards Provisions
- Appendix D – Additional Essex County Terms & Conditions
- Appendix E – Contractor's Payment Application Form
- Appendix F – Iran Divestment Certification
- Appendix G – Supplemental Bid Form (Schedule of Values)
- Appendix H – Construction Specifications
- 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;
 - Appendix D –Supplementary Terms & Conditions;
 - Appendix E – Contractors Payment Application Form;
 - Appendix F – Iran Divestment Certification;
 - Appendix G – Supplemental Bid Form (Schedule of Values);
 - Appendix H – Construction Specifications
 - Appendix I - Construction Plans
 - 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 **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, Appendices, 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 The Contractor certifies and warrants that any activity in any pits/mines that are regulated by the Mine Safety and Hazard Administration (MSHA) will be compliant per all applicable regulations, to include requisite trainings and certifications to complete the Work under MSHA 30 CFR Part 46.
- 9.7 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 (1) 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 (8) 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 in accordance with **Appendix D – Supplementary Essex County Terms & Conditions**. 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.

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 of the Contract Documents, 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 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 **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 according to **Appendix D – Supplementary Essex County Terms & Conditions**, or more frequently if permitted by making a request in writing to the Municipal Representative, on the Contractor Payment Application as provided in **Appendix E**, 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 which includes, but may not be limited to:

- Submittals noted to be due for approval by Owner and/or Engineer;
- Certified Payrolls on the WH-347 Form; (<https://www.dol.gov/whd/forms/wh347.pdf>)

- Materials Usage for the Invoiced term, listed by week;
 - Construction Photos;
 - Monthly Program Reports, such as EEO, M/WBE, Section 3, etc.
- 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 31st of each year and are in effect July 1st through June 30th. New determinations shall supersede the original schedule or any prior issued annual determination. Any rate change from a previously issued determination becomes effective July 1st, 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

- (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

29.1 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, Contractor Payment Application Form;**
- (f) Appendix F, Iran Divestment Certification**
- (g) Appendix G, Supplemental Bid Form (Schedule of Values)**
- (h) Appendix H, Plans & Specifications**

APPENDIX A

**SUPPLEMENTARY CONDITIONS
FOR CONTRACTS (EXHIBIT E)**

DEFINITIONS

“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”: _____

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

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

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.

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

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

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

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.

APPENDIX B

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

I. BUSINESS CHARACTERISTICS			
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.

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.

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:
(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or
(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

<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"> • <u>Federal</u>, state or local health laws, rules or regulations; • <u>Federal</u>, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • <u>Federal</u>, state or local human rights laws; • <u>Federal</u>, state or local security laws? 	<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"> (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 (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 	<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 www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls . (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:

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:						
1.	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	
2.	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	
3.	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	
4.	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	
5.	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:

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:						
6.	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	
7.	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	
8.	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	
9.	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	
10.	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:

Question 3.1: List all current uncompleted construction contracts:								
1.	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		
2.	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		
3.	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		
4.	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:

Question 3.1: List all current uncompleted construction contracts:								
5.	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		
6.	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		
7.	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		
8.	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:

Question 3.1: List all current uncompleted construction contracts:							
9.	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		
10.	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		
Grand Total All Uncompleted Contracts						\$0.00	

**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: _____

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 procurement submission, or at the time of contract execution, or within a reasonable time thereafter 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.

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

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

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/ Supplies/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:	
Authorized Signature:	
Date:	
Email:	
Phone:	

Section 3 Plan

Contact Information
Address, Phone Email, Website

Name of Authorized
Representative

Project Name

SUBRECIPIENT NAME: _____ (“Subrecipient”)
CONTRACTOR NAME: _____ (“Contractor”)
PROJECT NAME: _____ (the “Project”)

GENERAL POLICY STATEMENT

Section 3 Policy Overview

Section 3 (24 CFR Part 135.30) of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)¹ 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. It also specifically encourages economic opportunities for households who are recipients of government assistance for housing. The Section 3 program requires that recipients of HUD funds, to the greatest extent feasible, provide (a) employment and training and (b) contracting opportunities for low- or very low-income residents in connection with construction projects (“Section 3 eligible projects”) in their neighborhoods.

SECTION 3 PLAN & PURPOSE

This document serves as the Section 3 Plan for Contractor’s work on the Project in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. This document contains goal requirements for awarding contracts to Section 3 Business Concerns and employment opportunities for individuals.

The regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 business concerns other than as needed to fulfill regulatory obligations for covered projects and activities. 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, 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.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project. They apply to subrecipients and to their contractors and subcontractors.

Contractor will, to the greatest extent feasible, strive to comply with the goals established. The numerical goals established in this section represent minimum numerical targets for employment opportunities and training to Section 3 residents as follows:

- Thirty Percent (30%) of the aggregate number of new hires/training opportunities resulting

¹ http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12047.pdf

from funds awarded and continuing thereafter.

Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals was not feasible.

For this contract on the Project, the Number of Section 3 jobs/training opportunities anticipated is _____.

NUMERICAL GOALS FOR CONTRACTING ACTIVITIES

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project, and they apply to subrecipients, contractors, and subcontractors.

Contractor commits to award to Section 3 business concerns*, through subcontracts:

- At least 10% of the total dollar amount of all Section 3 covered contracts for construction work arising in connection with housing rehabilitation, housing construction and other public construction; and
- At least 3% of the total dollar amount of non-construction contracts arising in connection with housing rehabilitation, housing construction and other public construction.

*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.

EVIDENCE OF SECTION 3 CERTIFICATION

Any individual seeking employment or training opportunities with Contractor shall complete a Self-Certification Form and provide adequate documentation as evidence of eligibility for preference under the Section 3 program.

Any business seeking Section 3 preference in the awarding of subcontracts or purchase agreements with Contractor shall complete the HUD Section 3 Business Registry. The business seeking Section 3 preference must be able to provide adequate documentation as supporting evidence.

**TABLE B
PROJECT WORKFORCE DATA**

At Least Thirty Percent (**30%**) of the aggregate number of *new hires/training opportunities* resulting from funds awarded and continuing thereafter.

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/Section 3 Residents*
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				

**Section 3 Residents are defined as individuals residing locally whose family income does not exceed 80% of the median income in the State.*

***Local Income levels can be obtained online at <https://www.huduser.gov/portal/datasets/il.html>*

LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS

In compliance with Section 3 requirements, the Contractor should submit a current list of anticipated new hires as of the date the Section 3 Plan is submitted for approval. A list of employees can be submitted on the Worker Utilization Form included in the appendices **or** an official company form that includes the same information requested on the Worker Utilization Form. **The Contractor must also develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals.**

PLEASE NOTE: You may check off and initial your choices below from the following list of recommended strategies which may be employed to meet Section 3 goals.

List of Strategies to choose from:	Check Mark	Initials
Establish a Section 3 Coordinator.		
Develop a Section 3 Plan.		
Conduct pre-bid meeting and clearly articulate Section 3 requirements during meeting.		
Make the pre-bid meeting mandatory.		
Conduct networking event after pre-bid meeting.		
Utilize the GOSR Local Workforce Opportunities Program to recruit and attract Section 3 eligible applicants for posted positions.		
Forward procurements to Section 3 and small business concerns		
Forward RFPs to established list of Section 3 Firms.		
Clearly indicate on all job applications and websites for job postings that the position is "A Section 3 eligible job opportunity."		
Identify existing employees that may be Section 3 workers.		
Identify existing subcontractors that may qualify as Section 3 businesses.		
Request current list of Section 3 eligible applicants and certified Section 3 businesses from local PHAs, chambers of commerce, ESD, and SBA.		
Advertise job and subcontracting opportunities in local, community papers and job boards in impacted areas and communities.		
Encourage participation in "Meet the Prime" events		
Provide Subrecipient with acknowledgment of efforts to enforce Section 3		
Partner with the NY Division of Employment and Workforce Solutions (http://labor.ny.gov/dews-index.shtm) to promote special advertisement of Section 3 job postings and opportunities.		
Pro-actively contact and engage Organized Labor and Trade Unions		
Request candidates from Workforce One Career Centers near the Project area.		

The following questions and your responses may be used to identify additional strategies & details.

Q1: What actions will the Contractor take to recruit Skilled Workers and Unskilled Workers?

Response: _____

Q2: Which Resident Associations/ Organizations will you contact?

Response: _____

Q3: In which newspapers, magazines, journals or other periodicals will you advertise job openings?

Response: _____

Q4: In which locations will you display recruitment posters?

Response: _____

Q5: Which labor unions, or apprentice programs will you contact?

Response: _____

Q6: How else will you recruit Section 3 Residents?

Response: _____

Q7: Will you be reaching out to GOSR's Office of Diversity and Civil Rights for assistance in outreach events, training and support in approaching Union based training and apprenticeship programs?

Response: _____

SECTION 3 SUBMISSION OF SUPPORTING DOCUMENTATION

The Contractor shall maintain copies of the following types of supporting documentation as applicable:

The HUD-60002 form includes a Part III Summary which indicates supporting documentation is required.

As such, below are samples of the types of documentation applicable but not limited to the following:

- Reporting summary with metrics of strategies selected or described above
- A narrative that ties in all good faith effort components.
- Maintain a database of supporting raw data
- Copies of any Self Certification or Self-Affirmation forms for individuals and businesses.
- Completed Tables A and B (shown above) for all respective Contractors.

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.

GOSR offers ***free virtual training sessions*** monthly. They are extensive, detailed and information rich. *Training events have duration of 2 hours.* We encourage you to attend as much training as needed and ask questions during your learning process.

Attendees ***must*** have an Elation Systems account. To ***register your organization/firm for a free account*** please go to <https://www.elationsys.com/app/Registration/> and follow the registration instructions to register either as an agency or project owner, or as a contractor.

We offer two types of training sessions:

- **Contractor Training:** Payroll and Accounts company employees
- **Subrecipient Training:** Project Owners/Manager(s) and or Construction Manager(s)

2018 GOSR Sponsored ES Training Calendar	
Contractors	Subrecipients
January 3 rd	January 31 st
February 7 th	February 28 th
March 7 th	March 21 st
April 4 th	April 25 th
May 2 nd	May 23 rd
June 6 th	June 27 th
July 11 th	July 25 th
August 1 st	August 29 th
September 5 th	September 26 th
October 3 rd	October 31 st
November 7 th	November 28 th

*There are **NO** training events offered in DECEMBER. Please be aware you will have to plan ahead to attend prior sessions offered*

To register to attend a training session:

- **If you are a Contractor or Vendor:**
 - <https://attendee.gotowebinar.com/rt/4366394149354402049>
- **If you are a Subrecipient:**
 - <https://attendee.gotowebinar.com/rt/7509002890700845825>

Resources:

elation@stormrecovery.ny.gov & 212-480-2337 (9a-5p ET)

- To access previously recorded webinar sessions you can log in to your Elations Account and click on "Get Started/Help" and then click on "Webinar Sessions"
- We have training manuals available upon request for Subrecipients/Developers/ Project Owners and Vendors/Contractors/Subcontractors



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.

- 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.
 - 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.



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.

(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.

FEDERAL WAGE RATES:

*GENERAL DECISION NUMBER: N180006

*SUPERSEDED GENERAL DECISION NUMBER: NY20170006

General Decision Number: NY180006 06/01/2018 NY6

Superseded General Decision Number: NY20170006

State: New York

Construction Types: Heavy and Highway

Counties: Clinton and Essex Counties in New York.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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.

Modification Number	Publication Date
0	01/05/2018
1	03/09/2018
2	04/06/2018
3	05/18/2018
4	06/01/2018

BRNY002-013 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.06	18.96+a

FOOTNOTE:

a. PAID HOLIDAYS: Memorial Day, July the 4th, Labor Day, and Thanksgiving Day (provided the employee is employed (1) day before and (1) day after the holiday.

CARP0291-006 07/01/2017

	Rates	Fringes
CARPENTER HEAVY & HIGHWAY CONSTRUCTION Carpenter.....	\$ 30.78	20.35
Pile Driver.....	\$ 30.78	20.35

ELEC0910-001 04/01/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 34.50	5.75%+19.68

* ELEC1249-003 05/07/2018

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems) Flagman.....	\$ 26.28	6.75%+23.40+a
Groundman (Truck Driver)....	\$ 35.04	6.75%+23.40+a
Groundman Truck Driver (tractor trailer unit).....	\$ 37.23	6.75%+23.40+a
Lineman & Technician.....	\$ 43.80	6.75%+23.40+a
Mechanic.....	\$ 35.04	6.75%+23.40+a

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

* ELEC1249-004 05/07/2018

	Rates	Fringes
ELECTRICIAN (Line Construction)		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 30.36	6.75%+23.40+a
Groundman digging machine operator.....	\$ 45.54	6.75%+23.40+a
Groundman truck driver (tractor trailer unit)....	\$ 43.01	6.75%+23.40+a
Groundman Truck driver....	\$ 40.48	6.75%+23.40+a
Lineman and Technician....	\$ 50.60	6.75%+23.40+a
Mechanic.....	\$ 40.48	6.75%+23.40+a
Substation:		
Cable Splicer.....	\$ 55.66	6.75%+23.40+a
Flagman.....	\$ 30.36	6.75%+23.40+a
Ground man truck driver....	\$ 40.48	6.75%+23.40+a
Groundman digging machine operator.....	\$ 45.54	6.75%+23.40+a
Groundman truck driver (tractor trailer unit)....	\$ 43.01	6.75%+23.40+a
Lineman & Technician.....	\$ 50.60	6.75%+23.40+a
Mechanic.....	\$ 40.48	6.75%+23.40+a
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation		
Cable Splicer.....	\$ 57.11	6.75%+23.40+a
Flagman.....	\$ 31.15	6.75%+23.40
Groundman Digging Machine Operator.....	\$ 46.73	6.75%+23.40+a
Groundman Truck Driver (tractor-trailer unit)....	\$ 44.13	6.75%+23.40+a
Groundman Truck Driver....	\$ 44.13	6.75%+23.40+a
Lineman & Technician.....	\$ 51.92	6.75%+23.40+a
Mechanic.....	\$ 41.54	6.75%+23.40+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

 ELEC1249-008 01/01/2018

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 31.83	3%+4.73
Groundman.....	\$ 16.01	3%+4.73
Installer Repairman-Teledata		
Lineman/Technician-Equipment Operator.....	\$ 30.21	3%+4.73
Tree Trimmer.....	\$ 23.95	3%+9.98+a

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

 ENGI0106-001 07/01/2017

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 42.18	25.15+a
GROUP 2.....	\$ 41.27	25.15+a
GROUP 3.....	\$ 38.70	25.15+a
GROUP 4.....	\$ 46.18	25.15+a
GROUP 5.....	\$ 45.18	25.15+a
GROUP 6.....	\$ 44.18	25.15+a
GROUP 7.....	\$ 43.79	25.15+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY & HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, 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 , 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 Purpose Hydraulically 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, Fireman, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), 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, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), 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, 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, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: 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, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, 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

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

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

	Rates	Fringes
Ironworkers:		
SHEETER.....	\$ 30.75	23.84
STRUCTURAL, ORNAMENTAL, MACHINERY MOVER & RIGGERS, FENCE ERECTOR, REINFORCING, STONE DERRICKMAN, WELDER.....	\$ 30.50	23.84

LAB01822-001 07/01/2017

HEAVY & HIGHWAY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 25.17	22.65+a
GROUP 2.....	\$ 24.97	22.65+a
GROUP 3.....	\$ 25.37	22.65+a
GROUP 4.....	\$ 25.57	22.65+a
GROUP 5.....	\$ 27.17	22.65+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

- GROUP 1. Basic Rate, Flagman Outboard and Hand Boats.
- GROUP 2. Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer Paverment Breaker, Handlers of all Steel Mesh, Small Generators of Laborers' tools, installation of bridge drainage pipe, Pipe Layers, Vibrator type rollers, tamper, Drill doctor, tail or screw operator on asphalt paver, water pump operator (1 1/2" and single diaphragm) nozzle (asphalt, gunite, seeding and sand blasting), Laborers on chain link fence erection, Rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil and air tool operators, Wrecking Labor.
- GROUP 3. All rock or drilling machine operators (except quarry master and similar type) Acetylene Torch operator, asphalt raker, powderman.
- GROUP 4. Blaster, form setters, stone or granite curb setters.
- GROUP 5. Hazardous Waste, Asbestos Abatement and Removal.

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

PAIN0201-002 05/01/2017

	Rates	Fringes
Painters:		
Zone #2 All of ESSEX COUNTY Lead Abatement Workers, Structural Steel.....	\$ 30.00	13.89
Painters, Drywall Finishers, Spray.....	\$ 29.00	13.89
Zone #3 All of CLINTON COUNTY Lead Abatement Workers, Structural Steel.....	\$ 28.14	14.55
Painters, Drywall Finishers, Spray.....	\$ 27.14	14.55

PAIN0806-003 10/01/2017

CLINTON AND ESSEX COUNTIES

	Rates	Fringes
Painters:		
Structural Steel and Bridge.....	\$ 49.50	38.93

PLUM0773-001 05/01/2017

	Rates	Fringes
Plumber and Steamfitter		
CLINTON COUNTY.....	\$ 36.35	28.83
ESSEX COUNTY.....	\$ 37.35	28.83

SHEE0083-001 06/01/2017

	Rates	Fringes
Sheet metal worker.....	\$ 32.32	30.98+a

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

TEAM0687-003 06/01/2016

Rates Fringes

Truck drivers:

HEAVY & HIGHWAY
CONSTRUCTION

GROUP 1:.....\$ 23.58 21.51+a
GROUP 2:.....\$ 23.84 21.51+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee has worked the day before and the day after the holiday.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-ups, panel trucks, flatboy materials trucks (straight jobs), single axle dump trucks, dumpsters and receivers, greasers, truck tireman, parts chaser, tandems and batch trucks, mechanics, semi trailer, lowboy trucks, asphalt distributor trucks and agitator, mixer trucks and dumpcrete type vehicles, truck mechanic, fuel truck and bus

GROUP 2: Specialized earth moving equipment - euclid type or similar off-highway equipment, where not self-loaded, straddle (ross) carrier, self-contained concrete unit, off highway tandem back dump, twin engine equipment and double hitched equipment where not self loaded

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.

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)).

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.

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.

=====
END OF GENERAL DECISION

NEW YORK STATE WAGE RATE
NO.: 2018007073

New York State Department of Labor
Prevailing Wage[Unemployment
Benefits](#)[Career
Services](#)[Business
Services](#)[Worker
Protection](#)[Forms and
Publications](#)[Home](#)[Wage Schedule](#) - [Submit Notice Of Award](#) - [Submit Notice Of Project Completion](#)

PRC#: 2018007073

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

Essex County
Robert Wick
Project Manager
Box 217
Elizabethtown NY 12932[\(518\) 873-3426](tel:(518)873-3426)[\(518\) 873-3751](tel:(518)873-3751) Fax
rwick@co.essex.ny.us

Project information

Project Title	Rome Dam Initiative
Description of Work	Deconstruction of the Rome Dam, classified as a high-hazard dam, located along the Ausable River in the Town of Jay, NY.
Contract Id No.	P-0068-2017
Project Location(s)	Town of Jay, NY
Route No / Street Address	
Village / City	
Town	Jay
State / Zip	NY 12912
Nature of Project	Demolition
Approximate Bid Date	06/29/2018
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Essex

How to Correctly Fill Out a WH-347 Payroll Form

The completion of the WH-347 Payroll Form is optional; contractors may utilize their own payroll system as long as it conforms to the WH-347 Payroll Form and contains all the necessary information. If you utilize WH-347 Payroll Form as a pdf, saving it electronically aids in making any needed corrections.

Check one of the boxes and list name of contractor or subcontractor

The last day of the payroll period.

Fill out completely with contractor or subcontractor address

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

CONTRACTOR OR SUBCONTRACTOR
(For Contractor's Optional Use. See Instructions at www.dol.gov/esa/wmd/forms/wh-347instr.htm)
Persons are not required to respond if the collection of information on this form does not apply to your circumstances.

NAME OF CONTRACTOR: Sample Construction Company
PAYROLL NO.: 8
FOR WEEK ENDING: 04/24/2010

PROJECT AND LOCATION: Robin Street Apartments, Delfield WI 53018
PROJECT OR CONTRACT NO.: 3000

ADDRESS: 385 West Drive, Madison WI 53703
U.S. Wage and Hour Division
Rev. Dec. 2008
OMB No.: 1215-0149
Expires: 12/31/2011

NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGIT OF SOCIAL SECURITY NUMBER) OF WORKER	CLASSIFICATION	(4) DAY AND DATE							TOTAL HOURS	GROSS AMOUNT EARNED	(8) DEDUCTIONS				NET WAGES PAID FOR WEEK			
		Mon	Tue	Wed	Thu	Fri	Sat	Sun			WITH- HOLDING TAX	State-emp. holding tax	Medicare	OTHER		TOTAL DEDUCTIONS		
Alex Driver - ####	Power Equipment Operator - Bull Dozer Operator	18	19	20	21	22	23	24	2.00	\$62.83	\$1,422.84	\$161.04	\$185.15	\$156.97	\$50.31	\$85.00	\$836.43	\$1,374.03
									27.50	\$62.83	\$1,422.84	\$161.04	\$185.15	\$156.97	\$50.31	\$85.00	\$836.43	\$1,374.03

Payrolls must be numbered sequentially and should be based on the weeks worked under a contract.
Type the word "Final" when the last payroll is submitted for the project.

Indicate the days and dates of the pay period. (should match week ending directly above)

The name and location of project.

The prime contractor should include the project number as listed in the loan

List each worker's name.
Only laborers and mechanics performing construction work under the contract should be listed.

Specify the job classification located in the contract wage decision and/or the corresponding job title.

List hourly wage rate and fringes paid in cash (not those paid to plans)

Please note: Business Owners need only include their name, work classification including "owner" and the daily total hours worked.

Specify the net amount paid to the employee for the pay

For Contractor's Optional Use: See Instructions at www.dol.gov/esa/whd/forms/wh-347/instr.htm

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

NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	FICA	(8) DEDUCTIONS		TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
		Sat	Sun	Mon	Tue	Wed	Thu	Fri					Proj	Proj		
Alex Driver - #####	Power Equipment Bill Dozer Group 2								2.00	\$62.83	\$125.66	\$12.57	\$113.09			\$113.09
Jason Worker - #####	General Laborer								4.00	\$40.19	\$160.76	\$16.08	\$144.68			\$144.68
Roy Wrench - #####	Plumber								20.00	\$33.28	\$665.60	\$66.56	\$599.04			\$599.04
Bart Turner - #####	Power Equipment Rotary Drill Group 4								24.00	\$29.97	\$719.28	\$71.93	\$647.35			\$647.35

Must accurately reflect overtime and straight time hours worked under the contract.

Specify the total overtime and straight time hours worked on the project.

Specify the gross earnings for the hours worked under the contract.

Public Burden Statement

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to 29 C.F.R. § 5.50(a)(3) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed Statement or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information for compliance with the Davis-Bacon Act.

If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter the gross amount earned on this contract in the top half of column 7. Enter the gross amount earned during the week for all projects in the bottom half.

Alex Driver worked 29.5 hours on this contract and 12.5 hours on another contract. The gross wages earned on this project, \$1,422.84, is entered in the top half of column 7. The gross wages earned on all projects, \$2,012.46, is entered in the

If an employee performs multiple work classifications under the contract, use two or more lines to distinguish the different job classifications, hours worked, and hourly wage earned for each.

Combine the two classifications when recording the gross amount earned for this pay period, deductions, and net wages.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	(2) NO. OF HOLDING EMPLOYMENT	(3) WORK CLASSIFICATION	(4) DAY AND DATE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	DEDUCTIONS					NET WAGES PAID FOR WEEK	
			18 Sun	19 Mon	20 Tue	21 Wed	22 Thu	23 Fri	24 Sat				FICA	WITH-HOLDING TAX	S&W. With. Rate	Medicare	OTHER		TOTAL DEDUCTIONS
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2							2.00	\$62.83	\$1,422.84	\$2,012.46	\$61.00	\$135.15	\$156.97	\$30.31	\$85.00	\$638.43	\$1,374.03
Jason Worker - #####	2	General Laborer							4.00	\$40.70	\$1,700.78	\$1,887.49	\$35.06	\$156.47	\$132.66	\$42.52		\$467.71	\$1,233.07
Sharon Wood - #####	3	Carpenter							1.50	\$60.19	\$1,887.49	\$1,887.49	\$151.00	\$154.77	\$128.35	\$47.19		\$481.31	\$1,406.18
Reggie Tree - #####	1	Apprentice Carpenter 1st 6 mo. at 40%							4.00	\$32.72	\$1,064.72	\$1,064.72	\$85.18	\$105.41	\$90.50	\$26.62		\$307.71	\$757.01
Roy Wrench - #####	5	Plumber							20.00	\$67.88	\$1,004.80	\$1,038.40	\$163.46	\$147.11	\$118.51	\$51.08		\$480.16	\$1,563.04
Roy Wrench - #####	5	Steamfitter							20.00	\$34.41	\$1,004.80	\$1,004.80	\$115.41	\$142.48	\$122.33	\$35.98		\$445.53	\$1,023.27
Bart Turner - #####	1	Power Equipment Rotary Drill Group 4							24.00	\$60.80	\$2,043.20	\$2,043.20	\$719.28	\$115.41	\$142.48	\$122.33	\$35.98	\$445.53	\$1,023.27

A registered apprentice performing work under a contract must be reported. The payroll must include the current pay scale & provide a copy of the apprenticeship agreement.

PAYROLL
 Optional Use: See instructions at www.dol.gov/esa/whd/forms/wm347
 used to respond to the collection of information unless it displays a currently valid OMB control number.
 ADDRESS: 355 West Drive, Madison WI 53703

Provide explanation of "other" deductions on signatory page.
 Division 5-0149
 Expires 7-25-12/2011

DATE: 01/24/2010 PROJECT AND LOCATION: Robin Street Apartments, Delfield WI 53018 PROJECT OR CONTRACT NO.: 3000

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	(2) SIGNATURE OF EMPLOYEE	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
			Start	Mon	Tue	Wed	Thur	Frid	Sat				FICA	STATE HOLDING TAX	State with. holding tax	Medicare	OTHER	
Alex Driver - #####		Power Equipment Bull Dozer Group 2							2.00	\$62.83	\$1,422.84	\$161.00	\$185.15	\$156.97	\$50.31	\$95.00	\$638.43	\$1,374.03
Jason Worker - #####		General Laborer							4.00	\$49.20	\$1,700.78	\$136.06	\$156.47	\$132.66	\$42.52	\$467.71	\$1,233.07	
Sharon Wood - #####		Carpenter							1.50	\$60.19	\$1,887.49	\$151.00	\$154.77	\$128.35	\$47.19	\$481.31	\$1,406.18	
Reggie Tree - #####		Apprentice Carpenter 1st 6 mo. at 40%							40.00	\$32.72	\$1,064.72	\$85.18	\$105.41	\$90.50	\$26.62	\$307.71	\$757.01	
Roy Wrench - #####		Plumber							20.00	\$67.88	\$1,064.80							
Roy Wrench - #####		Steamfitter							20.00	\$69.13	\$1,038.40	\$163.46	\$147.11	\$118.51	\$51.08	\$480.16	\$1,563.04	
Bart Turner - #####		Power Equipment Rotary Drill Group 4							24.00	\$60.80	\$2,043.20	\$719.28	\$142.48	\$122.33	\$35.98	\$415.53	\$1,023.27	

Fringe benefits are not paid as cash to Bart Turner: explanation is included under "(c) exceptions" on signatory page.

We estimate that it will take approximately 15 minutes to complete this form. If you have any comments regarding this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room 3350Z, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(06-83)

Date 04/28/2010 Payroll Supervisor Tiffany Payer (Title)

I, Tiffany Payer (Name of Signatory Party) do hereby state:

(1) That I pay or supervise the payment of the persons employed by Sample Construction Company on the Robin Street Apartments, Delafield WA; that during the payroll period commencing on the 18 day of 4 2010, and ending the 24 day of 4 2010, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Sample Construction Company from the full (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:
Alex Driver - ##### - other deductions - \$85 for child support

Explanation of "other"

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

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

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

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

(c) EXCEPTIONS

EXCEPTION	EXPLANATION
Power Equipment Rotary Drill Group 4	paid directly to plan; health & dental at \$12.50 per hour and Pension at \$6.25 per hour
Explanation of exception to fringe benefits	
REMARKS	
NAME AND TITLE	
Robert Sample, Owner	SIGNATURE

THE WALTER FAUSFACATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 201 OF TITLE 31 OF THE UNITED STATES CODE.

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date 07/10/2011

Cory Smith President
(Name of Signatory Party) (Title)

do hereby state:

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

ABC Contractors

(Contractor or Subcontractor)

_____ that during the payroll period commencing on the _____ 04

day of July, 2011, and ending the 10 day of July, 2011

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

ABC Contractors

(Contractor or Subcontractor)

_____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Articles 8 and 9 and described below:

99999-99999

Enter permissible deductions here

Enter permissible deductions here

Enter permissible deductions here

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

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the Commissioner of Labor in conformity with the provisions of Article 23 of the New York State Labor Law.

(4) That:

- (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
- In addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate programs for the benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Enter exceptions here	Enter explanations here
Enter exceptions here	Enter explanations here
Enter exceptions here	Enter explanations here
Enter exceptions here	Enter explanations here
Enter exceptions here	Enter explanations here
Enter exceptions here	Enter explanations here

REMARKS:

This is a sample project for demonstration purposes only

SIGNATURE:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.

WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated on the Payroll Records Notification.

NAME OF CONTRACTOR

SUBCONTRACTOR

ADDRESS

FEIN

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACTOR NO.

(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	ST or OT	4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS
			S								0		\$0.00				\$0.00	
			S								0		\$0.00				\$0.00	
			S								0		\$0.00				\$0.00	
			S								0		\$0.00				\$0.00	
			S								0		\$0.00				\$0.00	
			S								0		\$0.00				\$0.00	
			S								0		\$0.00				\$0.00	
			S								0		\$0.00				\$0.00	
			S								0		\$0.00				\$0.00	
			S								0		\$0.00				\$0.00	
			S								0		\$0.00				\$0.00	

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date _____

 (Name of signatory party) _____ (Title)

do hereby state:

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

(Contractor or Subcontractor)

_____, that during the payroll period commencing on the _____

day of _____, 20____, and ending the _____ day of _____, 20____
 all persons employed on said project have been paid the full weekly wages earned, that no
 rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or
 indirectly from the full wages earned by any person, other than permissible deductions as
 defined in Articles 8 and 9 and described below:

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR
 TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.



CASE ID #

PRC #
OFFICIAL USE ONLY

BUREAU OF PUBLIC WORK

CERTIFICATION OF OFFICER OF CONTRACTOR OR SUBCONTRACTOR

I, _____, am an officer with the title
NAME OF OFFICER
of _____ in the firm of _____
and am authorized by that firm to sign and swear to the validity and accuracy of the statements below:

(1) I pay or supervise the payment of laborers, workers and mechanics employed by
_____ on the _____
project. During the payroll period commencing on the _____ day of _____ 20____ and
ending the _____ day of _____ 20____, all laborers, workers and mechanics employed on said
project were paid the wages and supplements recorded as earned on the attached payroll records. No
deductions have been made either directly or indirectly from the wages and supplements other than
deductions shown on the payroll records.

(2) The payroll records submitted for the above period and attached hereto are correct and
complete. The number of hours shown for each employee reflects the actual hours worked by that
employee. The classification shown for each employee is accurate and conforms with the work he or
she performed.

Signed _____

Title of Officer _____

Name of Firm _____

Address _____

Sworn to before me this
_____ day of _____ 20____

NOTARY PUBLIC OR OFFICIAL AUTHORIZED TO ADMINISTER OATHS

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE SIGNATORY OF THIS CERTIFICATION AND CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.

**Subcontractor's Certification of Receiving Schedule(s) of Wages and supplements
in Compliance with the New York State Labor Law, Section 220-a.**

I, _____, as _____ of _____
(Title or Position)
 _____ (Subcontractor), a subcontractor of _____
(Company Name)
 (Prime) on PRC No. _____, am duly authorized to make this affidavit on behalf of this sub-
 contractor, and being duly sworn, depose and say that:

In compliance with the provisions of Section 220-a of the Labor Law, do hereby state verify receipt from
 Prime of the original schedule(s) of wages and supplements for this project applicable for the period from
 July 1, 20____ through June 30, 20____ for the county(ies) of _____

Furthermore, by these present, I do hereby verify that I have reviewed said schedule(s), and agree for and on
 behalf of Subcontractor to pay the applicable prevailing wage and to pay or provide the supplements
 specified therein.

 Signature

VERIFICATION:

STATE OF NEW YORK }
 COUNTY OF } SS.:

On the _____ day of _____, 20____, before me personally came _____,

to me known and who, being by me duly sworn, did depose and say that he/she is authorized to execute
 the foregoing instrument on behalf of the Prime, has read the foregoing, knows the contents thereof,
 knows same is true, and he/she has signed his/her name hereto.

 Notary Public

**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

SUPPLEMENTAL TERMS & 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

CONTRACTOR PAYMENT APPLICATION



Contractor's Application for Payment No.

	Application Period:	Start Finish		Application Date:
To (Owner):	From (Contractor):			Technical Reviewer: (Engineer):
ESSEX COUNTY	TBA			MILONE & MACBROOM, INC.
Project:	Contract:			Funding Agency & Contact:
ROME DAM INITIATIVE	P-0068-2017			CDBG - DR / GOSR
Owner's Contract No.:	Contractor's Project No.:			Engineer's Project No.:
DPW - 16				5810-01

Application For Payment Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1		
2		
3		
4		
5		
6		
7		
8		
TOTALS	\$ -	\$ -
NET CHANGE BY CHANGE ORDERS	\$ -	\$ -

1. ORIGINAL CONTRACT PRICE.....	\$	
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	
5. RETAINAGE:		
a. 5% Work Completed.....	\$	
b. 5% Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	

Contractor's Certification:			
<p>The undersigned Contractor certifies that to the best of its knowledge:</p> <p>(1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;</p> <p>(2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and</p> <p>(3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>		<p>Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)</p> <p>is recommended by: _____ (Engineer) (Date)</p> <hr/> <p>Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)</p> <p>is approved by: _____ (Owner) (Date)</p> <hr/> <p>Approved by: _____ Funding Agency (if applicable) (Date)</p>	
By:		Date:	

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

SUPPLEMENTAL BID FORM

BID FORM**ROME DAM (NY ID# 219-1082) REMOVAL****AUSABLE DRIVE, JAY, NEW YORK****March 7, 2018**

Company: _____ Contact: _____

Address: _____

Phone: _____ Email: _____

Project Reference 1: _____

Project Reference 2: _____

Bid Item	Reference Specification Numbers	Typical Tasks	Unit	Quantity	Item Cost (\$)
1. SITE PREPARATION	02100 02150 02371	Mobilization, job site setup, clearing and grubbing, traffic control, temporary construction fencing, site access, erosion and sedimentation control measures, construction signage, construction staking and survey, and demobilization.	Lump Sum	1	\$
2. EARTHWORK	02300	General excavation & backfill, remove, segregate, stockpile & haul sediment (37,000 cy), remove, segregate & haul timber crib and stone in-fill (1,000 cy), site grading, excavate and stockpile topsoil.	Lump Sum	1	\$
2A. EARTHWORK - ROCK	02300	Required only if directed by Engineer – Field survey to quantify rock volume, excavate, remove & haul (Use 100 cy).	Cubic Yard	100	\$
3. DAM DEMOLITION AND REMOVAL	02300 02301	Establish equipment access, saw cut abutment, demolish concrete (4,500 cy) & stone masonry (2,000 cy), remove, haul and dispose all demolition debris & misc. materials in and adjacent to dam and outlet works.	Lump Sum	1	\$
4. STREAM CHANNEL DEWATERING	02245	Install, operate, maintain, and relocate as necessary, dewatering systems and cofferdams.	Lump Sum		\$
5. SITE RESTORATION	02900	Remove access roadways, furnish & install ornamental metal fence, furnish additional topsoil, spreading topsoil, fine grading, seeding & mulch (0.75 ac), and jobsite clean-up.	Lump Sum	1	\$
TOTAL BID	(Ensure all Bid Value Totals match the Bid Form found in the Instructions to Bidders Document)				\$

APPENDIX H

PLANS & SPECIFICATIONS

SECTION 02100

SITE PREPARATION

PART 1 GENERAL

- 1.1 The General Conditions and Supplementary Conditions apply to this section of the Specifications.
- 1.2 WORK INCLUDED

All materials, equipment, and services necessary to furnish and deliver work of this Section as shown on the Drawings, as specified, and as required by job conditions including, but not limited to the following:

1. Mobilization and demobilization.
2. Installation and removal of all construction traffic anti-tracking pads and temporary construction access roads across town property off of Ausable Drive, including filter fabric (geotextile), crushed stone Restoration shall be covered under Site Restoration, Section 02900.
3. Provision of gate or barrier at construction entrance to secure site when not actively working.
4. Construction staking, including establishing elevation benchmarks.
5. Protection of existing trees, vegetation, landscaping materials, and site improvements not scheduled for clearing, which might be damaged by construction activities.
6. Clearing and grubbing of stumps, vegetation, debris, rubbish, designated trees, and site improvements.
7. Topsoil stripping and stockpiling.
8. Installation and maintenance of temporary erosion and sedimentation control measures, and dust control.
9. Temporary protection of adjacent property, structures, benchmarks, and monuments.
10. Removal and legal disposal of cleared materials.
11. Temporary protection of existing utilities to remain.
12. Protect existing facilities and site features intended to remain unchanged within the project area.
13. Installation and maintenance of all traffic management signage and devices (see Maintenance and Protection of Traffic: Section 02150)
14. Traffic safety flaggers, as necessary. (see Maintenance and Protection of Traffic: Section 02150)

1.3 RELATED WORK SPECIFIED IN OTHER SECTIONS

Maintenance and Protection of Traffic:	Section 02150
Stream Channel Dewatering:	Section 02245
Earthwork:	Section 02300
Site Restoration:	Section 02900

1.4 DEFINITIONS

- A. Best Management Practices: Physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water, and which have been approved by the New York City Department of Environmental Protection (DEP) or other accepted certified agency.
- B. Caliper - an instrument used to measure the diameter of a tree.
- C. Clearing: Clearing is the removal from the ground surface and disposal, within the designated areas, of trees, brush, shrubs, down timber, decayed wood, other vegetation, rubbish, trash, scrap metal, debris and miscellaneous other structures not covered under other Sections as shown on the Contract Drawings, specified or otherwise required to permit construction of the new Work.
- D. Commencement of Construction: The initial disturbance of soils associated with clearing, grading or excavation activities; or other construction related activities that disturb or expose soils such as demolition, stockpiling of fill material, and the initial installation of erosion and sediment control practices.
- E. Erosion: The wearing away of the land surface by running water, wind, ice, or other geological agents, including such processes as geological creep, detachment, movement of soil or rock fragments by water, wind, ice, or gravity.
- F. Erosion/Sediment Control: Any temporary or permanent measures taken to reduce erosion, control siltation and sedimentation, and ensure that sediment-laden water does not leave the site.
- G. Final Stabilization: All soil-disturbing activities at the site have been completed and uniform, perennial vegetative cover with the density of eighty (80) percent has been established or equivalent stabilization measures (such as the use of mulches or geo-textiles) have been employed on all unpaved areas and areas not covered by permanent structures, concrete or pavement.
- H. Grubbing: Grubbing is the removal and disposal of all stumps, buried logs, roots larger than 2 inches, matted roots and organic materials.
- I. Receiving Waters: Bodies of water or surface water systems receiving water from

upstream manmade (or natural) streams.

- J. Sediment: Fragmented material that originates from weathering and erosion of rocks and unsolicited deposits, and is transported by, suspended in, or deposited in water.

1.5 MATERIAL OWNERSHIP

- A. Except for stripped topsoil, fine and coarse sediment removed from the area upstream of the dam, or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site and disposed of in a legal fashion.

1.6 QUALITY ASSURANCE

- A. Codes and Standards: State and local laws and code requirements shall govern the hauling and disposal of trees, shrubs, stumps, roots, rubbish, debris and other matter.
- B. Workmen: All workmen shall be thoroughly trained and experienced in the necessary crafts, and completely familiar with the specified requirements and the methods needed for proper performance of the work of this section.
- C. Permits and Regulations:
 - 1. The Contractor shall obtain all necessary permits and be responsible for implementing the terms and requirements of these permits as needed and for payment of all fees.
 - 2. The Contractor shall handle all material in compliance with applicable requirements of OSHA and other governing authorities having jurisdiction.

1.7 SUBMITTALS

- A. Tree Protection Plan
 - 1. Interim 4(d) Rule for the Northern Long-eared Bat (NLEB) Summary: Any tree over 3" DBH (diameter at breast height) may not be cut or damaged without review by U.S. Fish and Wildlife (USFWS) due to regulations concerning habitat for an endangered species of bat. Refer to the following website for more information.
<http://www.fws.gov/midwest/endangered/mammals/nlba/>
 - 2. The Contractor shall submit a Tree Protection Plan to the Engineer/Owner

for approval prior to performing any work on trees or shrubs to be saved or in the vicinity of such trees and shrubs. The Plan must be approved prior to any such work being performed.

- a. The Plan shall be prepared in consultation with the Engineer.
 - 1) The Plan should include, but not necessarily be limited to, the location of temporary wooden tree guards, construction fence, temporary snow fence boundary, range fencing, micro tunneling, soil erosion and sediment control, hand and/or pneumatic excavation, soil compaction prevention and mitigation requirements, impact of trenching and/or cut and fill operations and a compensatory pruning and fertilization schedule.
 - 2) In addition, the Plan should address the Contractor's operations, including designated staging areas, site access and stockpiling of materials.
 - 3) Mandatory provisions of the Tree Protection Plan always include, but are not limited to, the following provisions:
 - a) The Contractor shall not be permitted to park vehicles or equipment or to stockpile materials of any nature under the drip line of trees and shrubs in order to minimize surface and subsurface root damage and soil compaction. This directive shall apply to all areas within or outside the contract limit line.
- B. Working Drawings: The Contractor shall submit to the Engineer for approval Working Drawings and other documentation required to show conformance with the requirements specified and shown on the Contract Drawings.
 1. Working Drawings shall show details of the Sediment and Stormwater Control System. The Working drawings shall include, at a minimum, the following:
 - a. Plan locations of all components of the Sediment/Stormwater Control System.
 - b. Details of all applicable BMPs (e.g., silt fence, coffer dams, straw bale berm, decontamination stations, etc.).
 - c. All of the planned components of the Sediment and Erosion Control Plan, as detailed below in Paragraph D.
 - d. All components of the SWPPP to be constructed on site, as detailed in Paragraph C below.

- C. Inspection Reports: Contractor shall conduct inspections and submit inspection reports consistent with requirements of the SWPPP including:
1. Site inspections conducted by the Qualified Inspector.
 2. Inspecting all control measures at least once each week and following any storm event of 0.5 inches or greater in a 24 hour period per the SWPPP.
 3. Maintaining inspection reports and logs, including the Corrective Action Log, the SWPPP Amendment Log, and the Grading and Stabilization Activities Log, in a logbook at the site with the SWPPP and other required documentation.
- D. Sediment and Erosion Control Plan (S&ECP): The Contractor shall implement the S&ECP included in the Plans. The S&ECP shall address schedules and measures that will be taken to prevent migration of contaminated stormwater/sediment, and to prevent erosion of features of the Work. If the Contractor would like to change the S&ECP, the Contractor shall develop and submit to the Engineer for approval, prior to commencement of construction activities, a revised S&ECP. The S&ECP shall include the following **at a minimum**:
1. Measures to capture and mitigate stormwater runoff from active, disturbed areas.
 2. Provisions for silt fences and other measures to limit migration of sediments.
 3. Provisions for straw bale berms and silt fences or other measures to prevent contaminant and sediment migration.
 4. Provisions for diverting and controlling stormwater runoff in and around excavation areas.
 5. All details of temporary soil storage to be implemented as specified in this section.
 6. All details of soil stabilization practices to be implemented, as specified in this section.
 7. Provisions for all other applicable Best Management Practices.

1.8 JOB CONDITIONS

- A. Traffic: Conduct site clearing operations to ensure minimum interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities.

1. Do not close or obstruct streets, walks or other occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Protection of Existing Improvements:
1. Provide protections necessary to prevent damage to existing improvements indicated to remain in place.
 2. Protect improvements on adjoining properties and on Owner's property. Restore damaged improvements to their original condition, as acceptable to property owners.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.
- E. Contractor is responsible for establishing staging and disposal areas, as defined by the Owner.
- F. Existing Work: All BMPS (e.g., silt fences, straw bales, swales, sumps, pumps, piping) and other sediment/stormwater controls shall be installed such that other aspects of the Work are not adversely impacted or endangered. All installations shall be subject to the approval of the Engineer.
- G. Dust Control: The Contractor shall be responsible for controlling visible dust caused by Work operations and the moving of vehicles and equipment. Dust control shall be implemented when soils are exposed, before, during and after Work activity ceases. Dust control will also be required on the weekends. The Contractor shall utilize the application of water or other methods, subject to the Engineer's approval, when visible dust is present on-site, in accordance with the Health and Safety Plan. The use of chemicals for dust control, including calcium chloride, will not be permitted.
1. All excavation, loading and transport of materials shall minimize the formation of dust and shall conform to General Specification 02300 – "Earthwork." To prevent dust generation, application of water to roadways and active work areas shall be utilized as required. The Contractor's operations shall include air monitoring and dust minimization measures, consistent with the Detailed Health and Safety Plan (HASP) Specifications.

- H. Silt and Sediment Disposal: All silt and sediment which accumulates behind any BMPs used on the site (i.e., straw bale berms or silt fences) shall be removed and, if required and suitable, used as fill on site in accordance with all applicable Federal, State and local regulations.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Soil Stabilization: The stabilization practices to be implemented shall include one or a combination of the following: temporary seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, erosion control mats, protection of trees and shrubs, preservation of mature vegetation. Stabilization practices shall be implemented as approved by the Engineer. The Contractor shall record the dates when the major grading activities occur (i.e. clearing and grubbing, excavation, embankment and grading); when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated. Except as provided in paragraphs 1.9A.1 and 1.9A.2 below, stabilization practices shall be initiated as soon as practicable, but no more than fourteen (14) days after construction activities have temporarily or permanently ceased.
 - 1. Unsuitable Conditions: Where the initiation of stabilization measures by the fourteenth day after construction activity temporarily or permanently ceases is precluded by unsuitable conditions caused by the weather, stabilization practices shall be initiated as soon as practicable after conditions become suitable.
 - 2. Temporary Inactivity Less than 14 Days: Where construction activity will resume on a portion of the site within 14 days after it temporarily ceases, no stabilization practices will be required.
- B. Erosion and Sediment Control: Erosion and Sediment control BMPs shall be operational at all times during the Work, specifically during excavation, backfilling and restoration, and decontamination operations. The sediment and erosion control system shall be capable of handling stormwater during construction. Damage to excavation slopes and the migration of contaminated soil to downstream areas resulting from storm events shall be repaired or remediated by the Contractor, at the Contractor's expense.
- C. Stormwater: At no time shall the Contractor allow stormwater runoff from soil excavation/stockpiling operations, or effluent from decontamination operations to migrate off to contaminate soils in other areas or percolate into the groundwater. The Engineer will monitor any overflow or leakage that occurs, and may at his discretion require the Contractor to perform soil sampling within all areas affected by such overflow. Any soils that have been contaminated by such overflow shall

be removed, treated and disposed of by the Contractor at no additional cost to the Owner.

- D. Disposal of Water: Water collected from decontamination areas and dewatering operations shall be handled in accordance with General Specification 02245 – Stream Channel Dewatering.

1.10 STORAGE, HANDLING AND REMOVAL

- A. The Contractor shall store, handle, and remove material and equipment consistent with requirements of the S&ECP.
- B. Removal of all waste shall be in accordance with Detailed Specification 01524- Construction Waste Management.

1.11 REFERENCES

- A. Comply with applicable provisions and recommendations of the following except as otherwise shown or specified.
 1. NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-10-001, or latest version)
 2. New York State Standards and Specifications for Erosion and Sediment Control (aka “Blue Book”) (NYSDEC, Aug 2005, or latest version)
 3. New York State Stormwater Management Design Manual (August 2010, or latest version)

PART 2 – PRODUCTS

2.1 MATERIALS

All components/controls must be designed in conformance with the most current version of the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, and the New York State Stormwater Management Design Manual. Where erosion and sediment control practices are not designed in conformance with these technical standards, the Contractor must demonstrate equivalence to the technical standard.

- A. Temporary Construction Access Roads - Provide materials for road gravel surface, base, and subbase courses, as shown on the plans, that consist of Sand and Gravel, approved Blast Furnace Slag or Stone that meet the requirements contained herein. Provide materials well graded from coarse to fine, and free from organic or other deleterious materials. Any gravel material will be rejected if it is

determined to contain any unsound or deleterious materials. Provide materials as specified by the following:

1. Material with a maximum particle size of 3 inches.
2. Roadway Fill – Material to conform to Light Stone Filling specifications, as outlined in NYSDOT Standard Specification manual.
3. Geotextile fabric for separation will have a Strength Class of 2 and be from an acceptable manufacturer per the NYSDOT Technical Services-Materials-Approved List of Geosynthetics for Highway Construction.
4. Broken Stone shall be broken stone, sound, hard and roughly cubical in shape, or gravel of sizes known as commercial three (3) inch.
5. Gradation: Perform sieve analysis in accordance with the AASHTO procedures T 27, T 88 or T 311. Report the following sieves for all tests: # 200, # 40, 1/4 inch, 1/2 inch, 3/4 inch, 1 inch, 1 1/2 inch, 2 inch, 3 inch. Provide material meeting the gradation limits from Table 667-1.
6. Soundness: Material for local road gravel surface, base, and subbase courses will be accepted on the basis of Magnesium sulfate Soundness Loss after four (4) cycles performed according to NYSDOT procedures and Table 667-2.
7. Plasticity: Determine plasticity using either of the following methods:
 - a. **Plasticity Index.** The Plasticity Index of the material passing the #40 mesh sieve shall meet the values in Table 667-2. Determine plasticity using AASHTO tests T 89 and T 90.
 - b. **Sand Equivalent.** The sand equivalence of the granular material shall meet the values in Table 667-2. Determine sand equivalence using AASHTO test T 176.
8. Elongated Particles. Not more than 30 percent, by weight, of the particles retained on a 1/2 inch sieve shall consist of flat or elongated particles. A flat or elongated particle is defined herein as one which has its greatest dimension more than 3 times its least dimension. Acceptance for this requirement will normally be based on a visual inspection. When the municipality elects to test for this requirement, material with a percentage greater than 30 will be rejected.
9. Fractured Faces. When testing for this requirement, Type A material shall have at least two fractured faces on 50 percent of the stone particles larger than 1/2 inch or at least one fractured face on 75 percent of the particles larger than 1/2 inch. Type B material shall have at least one fractured face on 50

percent of the stone particles larger than 1/2 inch.

TABLE 667-1 PERCENT PASSING BY WEIGHT OF GRAVEL MATERIALS	
Sieve (U.S. Sieve)	
3"	100
2"	-
1.5"	70-100
1"	-
3/4"	-
1/4"	30-55
#40	5-25
#200	0-8

TABLE 667-2 TEST AND CONTROL LIMITS OF GRAVEL MATERIALS	
Material Properties	
Maximum Soundness Loss (%)	25
Plasticity Index	0-8
Sand Equivalent	>35

- B. Tree Protection – Conform to the Drawings and Standard Specifications.
- C. Construction Fencing - Conform to the Drawings and Standard Specifications.
- D. Where laser grade control is used for construction staking, a reference stake for verifying height of laser shall be required from the Contractor.
- E. Silt Fence – Conform to the Drawings and Standard Specifications.
- F. Ryegrass (annual or perennial) 0.7 lbs/1,000 sq. ft. If area is seeded during the months of October and November, certified “Aroostook” winter rye (cereal rye) shall be used at a rate of 2.5 lbs per 1,000 sq. ft.
- G. Stabilized Construction Entrance – Geotextile and crushed stone or gravel shall comply with the requirements of NYSDOT Standard Specifications 209-2.13.

2.2 TEST AND CONTROL METHODS

- A. All tests shall be performed by laboratories accredited under the AASHTO accreditation program. Materials tests and quality control methods pertaining to the work of this section will be performed in conformance with the procedures contained in the appropriate New York State Department of Transportation (NYSDOT) and/or American Association of State Highway and Transportation Officials (AASHTO) publications which are current on the date of advertisement of bids.

2.3 STOCKPILING

- A. Stockpile all material, except that material furnished under Type C will not be required to be stockpiled if the total project quantity is more than 500 tons, unless otherwise stated in the contract documents. Follow stockpile construction requirements, sampling, testing and acceptance/rejection procedures as stipulated by applicable NYSDOT procedures.

2.4 CONSTRUCTION ENTRANCE BARRIER

- A. Provide gate or barrier sufficient, in the opinion of the Engineer, to prevent vehicular access to the site during periods when no work activity is occurring.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Based on data contained on the plans, establish horizontal and vertical control points. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated, as directed by Owner representative.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.
- D. All installation of erosion and sediment control BMPs must be consistent with the most current version of the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, and the New York State Stormwater Management Design Manual. Where erosion and sediment control practices are not designed in conformance with these technical standards, the Contractor must demonstrate equivalence to the technical standard.

- E. Maintenance: The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition at all times consistent with the most current version of the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, and the New York State Stormwater Management Design Manual.

3.2 CONSTRUCTION ACCESS ROADS

- A. Clearing and Grubbing operations shall conform to the provisions of Section 201 of the Standard Specifications.
- B. Grading operations shall be performed in accordance with the provisions of Section 203 of the Standard Specifications.
- C. Installation of Geotextile (filter fabric) shall be performed in accordance with manufacturer's recommendations.
- D. Gravel shall be placed and compacted in accordance with applicable portions of Section 667 of the Standard Specifications.
- E. Prevent vehicular access to the site during periods when no active work is occurring by placement of a barrier or gate at entrance to site. Operate (move) gate as required.

3.3 CONSTRUCTION STAKING

- A. The Owner will furnish the Contractor such control points, bench marks, and other data as may be necessary for the construction staking and layout by qualified engineering or surveying personnel as noted elsewhere herein.
- B. The Contractor shall be responsible for the placement and preservation of adequate ties to all control points, whether established by him or found on the project, necessary for the accurate re-establishment of all base lines or center lines shown on the plans.
- C. All stakes, references, and batter boards including original, additional or replacement, which may be required for the construction operations, signing and traffic control shall be furnished set and properly referenced by the Contractor. He shall be solely and completely responsible for the accuracy of the line and grade of all features of the work. Any errors or apparent discrepancies found in previous surveys, plans, specifications or special provisions shall be called to the Engineer's attention by the Contractor for correction or interpretation prior to proceeding with the work.

- D. Upon request of the Engineer, the Contractor shall furnish copies of all data used in setting and referencing all stakes and other layout markings used by the Contractor.
- E. When requested by the Engineer, the Contractor shall provide safe facilities for convenient access to control points, batter boards, and references.
- F. All staking shall be performed by qualified engineering or surveying personnel who are trained, experienced and skilled in construction layout and staking of the type required under the contract and who are acceptable to the Engineer. The personnel shall perform this staking under the direct supervision of a person, or persons, of engineering background experienced in the direction of such work and acceptable to the Engineer.
- G. The Engineer may check the control of the work, as established by the Contractor, at any time as the work progresses. The Engineer will inform the Contractor of any deficiencies identified; however, said notification does not relieve the Contractor of any responsibility for the accuracy of the layout work. Further, the Contractor shall, at his expense, correct or replace as required any deficient layout and construction work which may be the result of inaccuracies in his staking operations or of his failure to report inaccuracies in his staking operations or of his failure to report inaccuracies found in work done by the Engineer or by others. If, as a result of these inaccuracies, the Engineer is required to make further studies, redesign, or both, all expenses incurred by the Owner due to such inaccuracies will be deducted from any monies due the Contractor.
- H. The Contractor shall furnish all necessary personnel, engineering equipment and supplies, materials, transportation, and work incidental to the accurate and satisfactory completion of this work.

3.4 STABILIZED CONSTRUCTION ENTRANCE

- A. The Contractor shall grade, including excavating or placing fill, to prepare the original ground surface for the placement of a stabilized pad of coarse aggregate material, underlain by a geotextile (filter fabric). Thickness of the stabilized pad shall be as shown on the drawings. If no thickness is shown on the drawings, the stabilized pad shall be 6" thick.
- B. When washing is performed on the stabilized construction entrance, it shall be located in an area which will drain into an approved sediment control measure.
- C. The stabilized construction entrance shall be maintained in a condition which will prevent tracking or flowing of sediment off site. All sediment spilled, dropped, washed, or tracked off site shall be removed immediately. In the event the entrance is no longer performing properly (i.e., the entrance aggregate becomes

clogged with sediment), the Contractor shall top dress the entrance with additional coarse aggregate material.

3.5 SILT FENCE

- A. Woven wire fence to be fastened securely to fence posts with wire ties or staples. Posts shall be steel either “I” or “U” type or hardwood.
- B. Filter cloth to be fastened securely to woven wire fence with ties spaced every 24 inches at top and mid section. Fence shall be woven wire, 12 and ½ gauge, six inch maximum mesh opening.
- C. When two sections of filter cloth adjoin each other they shall be over-lapped by six inches and folded. Filter cloth shall be either filter X, Mirafi 100X, Stabilinka T140N, or approved equivalent.
- D. Prefabricated units shall be Geofab, Envirofence, or approved equivalent.
- E. Maintenance shall be performed as needed and material removed when “bulges” develop in the silt fence.

3.6 TREE PROTECTION

- A. Erect and maintain temporary fencing and tree protection zones before starting site clearing. Top of fencing shall be a minimum of three (3) feet above the existing ground. Fencing shall be of the type specified on the drawing. Remove fence when construction is complete.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Engineer.
- D. Remove fence and supporting posts when construction is complete.

3.7 UTILITIES

- A. Existing Utilities: Do no interrupt utilities serving facilities occupied by owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner/Engineer and Utility not less than two days (exclusive of Saturdays, Sundays and legal holidays) in advance of proposed utility interruptions.

2. Do not proceed with utility interruptions without Owner/Engineer/Utility's written permission.
3. When necessary, the Contractor shall cooperate with representatives of public service companies in order to avoid damage to their structures by furnishing and erecting suitable supports, props, shoring or other means of protection. Fire hydrants adjacent to the work shall be readily accessible to fire apparatus at all times and no material or other obstructions shall be placed within a radius of 10 feet of a fire hydrant.
4. If the Contractor wishes to have any utilities temporarily relocated for his/her convenience other than contemplated by the Owner, the Contractor shall make the necessary arrangement with the Owner and make reimbursement for the cost thereof at his/her own expense.

3.8 CLEARING AND GRUBBING

- A. Clearing: The Contractor shall clear all items specified to the Contract limit lines shown on the Contract Drawings and shall remove cleared and grubbed materials from the site to an authorized disposal site.
 1. Do not start earthwork operations in areas where clearing and grubbing is not complete, except that stumps and large roots may be removed concurrent with excavation.
 2. Comply with erosion, sediment control and storm management measures as specified in General Specification 02371 - Dust, Soil Erosion and Sedimentation Control.
- B. Grubbing: The Contractor shall clear and grub areas to be excavated, areas receiving less than 3 feet of fill and areas upon which structures are to be constructed.
 1. Stumps and root mats in these areas shall be removed to a depth of not less than 1 foot below the subgrade of sloped surfaces.
 2. All depressions made by the removal of stumps or roots shall be filled with material suitable for backfill as specified in General Specification 02300 - Earthwork.
- C. Tree and Shrub Removal: Remove trees, shrubs and stumps within the work area as necessary to perform the proposed site improvements.
 1. Only those trees designated on the Contract Drawings for removal shall be

removed.

2. Tree and shrub removal shall be conducted in a manner so as to avoid damage to those trees and shrubs which will remain.
 3. Do not cut or damage trees or shrubs outside of the Contract limit lines. Damage outside the Contract limit lines caused by the Contractor's operations shall be corrected at the Contractor's expense.
 4. All trees shall be calipered at four and one-half feet above existing grade prior to removal. All trees shall be "topped" and "limbed" previous to felling unless otherwise directed by the Engineer.
 5. In areas of major construction, the stumps and roots of all trees designated for removal shall be grubbed and excavated to a depth of three (3) feet below the ground surface except in areas of fill greater than three (3) feet, where such trees may be cut flush with the ground surface.
- D. Remove and dispose of all debris and trash in a legal manner off site. Burning of cleared and grubbed materials is not allowed within the property limits.
- E. Cleared and grubbed items shall be removed from the site and satisfactorily disposed of as specified in Detailed Specification 01524 - Construction Waste Management and Disposal (other than those items reused on site).
- F. Air pollution caused by dust and dirt shall be controlled, complying with governing regulations. Dust control shall be as specified in General Specification 02371 – Dust, Soil Erosion and Sedimentation Control.
- G. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.8 TOPSOIL STRIPPING

- A. Topsoil is defined as a friable clay loam surface soil found in a depth of not less than four inches (4"). Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over two inches (2") in diameter, without weeds, roots, and other objectionable manner. Remove sod and grass before stripping topsoil.

- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water, place silt fence/straw bale barriers at base of stockpile to trap all sediment and prevent any erosion from entering existing water courses, swales, streams, etc. Cover to prevent windblown dust.

3.9 TEMPORARY SEEDING

- A. Select appropriate species for the situation, note rates and seeding dates (see vegetative cover selection and mulching specifications).
- B. Temporary seeding shall be made within 24 hours of construction/disturbance. If not, the soil must be scarified prior to seeding. Temporary vegetative cover shall be established on all unprotected areas that produce sediment, areas where final grading has been completed, and areas where the estimated period of bare soil exposure is less than 12 months. Temporary vegetative cover shall be applied if areas will not be permanently seeded by September 1.
- C. Seed areas where surplus material is placed or stockpiled to provide temporary turf establishment.
- D. Seed shall be evenly applied with broadcast seeder, drill or cultipack seeder.
- E. If temporary seeding is made under favorable soil and site conditions during the optimum seeding dates (March 21 – May 20 or August 25 – October 15) mulch is not required. Any temporary seeding outside of those dates shall be mulched with salt hay mulch at a rate of 2 tons per acre (100-200 bales/acre).
- F. Any area that fails to establish vegetative cover adequate to prevent rill erosion shall be reseeded as soon as such areas are identified.

3.10 CLEANING

- A. The Contractor shall clean the site and equipment consistent with requirements of the S&ECP and the current New York State Standards and Specifications for Erosion and Sediment Control. Where appropriate, truck washes/decontamination stations should be installed to minimize the migration of sediment off-site as specified in the Detailed Specifications.

3.11 FIELD QUALITY CONTROL

- A. Inspections: Site Inspections shall be conducted consistent with the requirements of S&ECP. The Qualified Inspector shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, areas where vehicles exit the site daily and all other requirements listed in the S&ECP.

3.12 DEMOLITION & REMOVALS

- A. Materials for demolition and removal: Any materials to be removed from the site such as bituminous concrete and storm drainage piping shall be removed from the site in accordance with local, state and federal regulations. Demolition materials resulting from removal of the dam and its abutments are to be disposed of at the Disposal Site noted on the plan. Fine and coarse grained sediments removed from the impoundment area shall be disposed of at the site(s) noted on the drawing.
- B. Other disposal sites may be allowed if the Contractor proposes a permitted alternative site and if the sites are acceptable to the Owner and Engineer.

PART 4 – MEASUREMENT AND PAYMENT

4.1 See Section 01270 – Unit Prices.

4.2 Item No. 1 – Site Preparation – Lump Sum (LS) – This work will be paid for at the contract lump sum price for “Site Preparation” which price shall include all equipment, labor, materials, and tools required to complete the work detailed above, under Site Preparation, including but not limited to mobilization, demobilization, establishing horizontal and vertical control points, construction staking, clearing, grubbing, removal and disposal of cleared material, stripping and stockpiling topsoil, installation and maintenance of construction traffic anti-tracking pad, temporary construction access roads, installation and maintenance of temporary erosion control measures and providing, maintaining and removing all temporary control devices.

There will be no measurement for this work. This work will be paid for at the contract lump sum price bid as a percentage of completion as determined by the Engineer.

END OF SECTION 02100

SECTION 02150

MAINTENANCE AND PROTECTION OF TRAFFIC

PART 1 – GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this section of the Specifications
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plan, including but not limited to the following:
 - A. The work to be done under this Item shall conform to the NYSDOT Standard Specifications for Work Zone Traffic Control Section 619-1 and with any requirement specified by the local authority.
 - B. Contractor to install temporary traffic control signs on Ausable Drive in both directions from the work site to warn motorists of the construction site.
 - C. The Contractor shall restore any damage to Ausable Drive (within 200 feet each way of the construction entrance) caused by his/her construction activities upon completion of the work.
 - D. The Contractor will be responsible for removing all temporary traffic controls at the completion of the project.

PART 2 – PRODUCTS

- A. All construction signing shall conform to the standards in the Manual on Uniform Traffic Control Devices (MUTCD), the Standard Specifications and as detailed on the Contract Drawings.
- B. Contractor shall provide flagmen and/or police officers depending on the town requirements.
- C. All materials and details shall comply with NYSDOT Standard Specifications for Work Zone Traffic Control Section 619-2 Materials and 619.3 Construction Details.

PART 3 – EXECUTION

- 3.1 Maintain traffic on all public and private streets throughout the project area.
- 3.2 Provide flagmen and/or local police traffic person, as required, for construction equipment and trucks entering and exiting the site and the disposal areas.
- 3.3 Temporary signs and other temporary traffic protective devices shall remain in place throughout the full duration of the project.

- 3.4 Traffic signs shall be mounted on posts when feasible, as determined by the Engineer.
- 3.5 The Contractor shall notify the Town of Jay at least 14 days in advance of proposed implementation of the Traffic Control Plan.
- 3.6 The Contractor shall erect safety fencing at two locations on the informal pedestrian trails no more than ten (10) feet outside of the Limit of Work. Safety fence shall be adequate to deter trails users from entering the work area.
- 3.7 The Contractor shall implement the Maintenance and Protection of Traffic Plan prior to the start of construction.
- 3.8 The Contractor shall remove all temporary traffic control devices at the completion of construction.
- 3.9 The Contractor shall repair any damage to Ausable Drive (within 200 feet each way of the construction entrance) caused by his/her construction activities upon completion of the work. Repairs shall restore the damaged areas to pre-construction condition, or better, using like materials, to the satisfaction of the Owner.

PART 4 – MEASUREMENT AND PAYMENT

No separate payment will be made for items of work related to Maintenance and Protection of Traffic. The costs associated with Section 02150 – Maintenance and Protection of Traffic shall be considered subsidiary to Section 02100 – Site Preparation and shall be included in that bid price.

END SECTION 02150

SECTION 02245

STREAM CHANNEL DEWATERING

PART 1 – GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this section of the Specifications.
- 1.2 SUMMARY
- A. Section includes control of water, flow diversions, and construction dewatering.
 - B. Acquiring and paying for all permits and approvals related to running of pumps, discharging water, and other work incidental to the dewatering operations.
 - C. Furnish, installing, operating and maintaining dewatering equipment and systems as specified, shown on the Contract Drawings, or required during the construction of the project.
 - D. Providing standby equipment and power supply for maintaining uninterrupted construction dewatering.
 - E. Complying with all permit requirements from Federal, State, and local agencies for operation of the dewatering system, monitoring groundwater, and disposal of dewatering effluent.
- 1.3 PERFORMANCE REQUIREMENTS
- A. All water control provisions shall conform to Contract Drawings and approved water control plan. (See Section 3.7, Special Conditions below), and to all requirements as specified in the approved SWPPP.
 - B. Proposed revisions to water control plan for any reason must be submitted in writing, and approved by the Engineer.
 - C. Dewatering Performance: Design, furnish, install, test, operate, monitor and maintain dewatering system of sufficient scope, size, and capacity:
 - 1. To control, remove, and dispose of groundwater and permit excavation and construction to proceed on dry, stable subgrades.
 - 2. All dewatering facilities shall be designed, operated, and maintained to control existing flow of water in order to complete the channel excavation and all proposed work in a reasonably dry condition, and to prevent the transport of sediment and/or turbidity downstream throughout the duration of construction, in accordance with the SWPPP requirements.

3. Work includes removing dewatering system when no longer needed, or relocating dewatering during different phases of work to accommodate the proposed construction.
 4. Unless otherwise specified, diverted surface water shall be diverted to the same drainage-way that the water would have reached before being diverted.
 5. No separate payment will be made for dewatering measures that are damaged or overwhelmed by significant and sudden increases in the water flow. Contractors must plan for such events. In some instances, water flows may exceed those reasonably expected to be dewatered and the Contractor may be required to suspend work until such time that the water flows return to a manageable level. In the event the work is suspended due to high water, the Contractor will not be compensated for repairs to dewatering measures, but additional days will be added to the schedule, at no additional cost, to offset the days lost to high water.
 6. All dewatering facilities shall be designed, operated, and maintained such that discharge waters are kept clear of turbidity or sediment throughout the duration of construction.
- D. Pump Discharges: All pump discharging turbid water shall be routed to a designated discharge settling area to sufficiently settle out suspended sediments prior to water re-entering the watercourse, while also mitigating erosion or scour prior to encountering wetlands or watercourses.
- E. Water diversion provisions shall be designed to safely divert the summer normal flow rate of 161 cfs entirely around all active work areas, without the release of turbidity downstream, 24 hours a day, 7 days a week.
- F. The Water Control Plan submitted by the Contractor must be consistent with the Flood Contingency Plan, which shall provide a description of the Contractor's plan to accommodate extreme flows through the project site without causing damage to the site. See Section 1.4C. The following table summarizes the predicted design peak flows for the West Branch Ausable River:

Frequency	Discharge (cfs)
Summer Flood	645
2-Year (Bankfull)	4,190
10-Year	7,500
100-Year	11,900

- G. The Contractor shall monitor weather forecasts for the area and the USGS stream gauge website (USGS 04275500 AUSABLE RIVER NEAR AU SABLE FORKS NY). In the event that more than 1" of rain is forecast within a given 24-hour period, Contractor shall have a designated representative available to make preparations to the site (as described in the Water Control Plan) before the storm begins, and emergency repairs during the storm, if necessary.

1.4 SUBMITTALS

- A. Temporary Cofferdam plan for approval.
- B. Water control plan: Shall be submitted a minimum of two weeks prior to construction. Show arrangement, locations, and details of placement of turbidity curtain, cofferdams, wells and well points; pumps, discharge lines, and means of discharge, control of sediment, and disposal of water, if applicable. If the submitted water control plan differs from the plan already provided by the Project Engineer, include Shop Drawings signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Emergency Operation (Flood Contingency) Plan: This emergency operation plan is designed to provide the Contractor with guidelines during a flood or a threatening flood period in order to protect the surrounding community.
 - 1. The Contractor shall monitor the weather forecasts and plan construction accordingly.
 - 2. If the weather forecasts should indicate the possibility of a major storm system within 24 to 48 hours, the Contractor shall plan for the possibility of high water levels at the site and the removal of temporary cofferdams and obstructions. Also, the Contractor shall notify the Engineer and Owner.
 - 3. If a significant rainfall in excess of one inch within a 24-hour period occurs or is predicted to occur by the National Weather Service, the Contractor shall maintain surveillance of the site and be prepared to provide emergency corrective stabilization measures, if necessary, until water levels recede and the construction site is stabilized.
 - 4. If the water level within the channel rises to a potentially unsafe level, the Contractor shall remove all equipment, construction materials (i.e., fuels, solvents, hydraulic fluids, etc.) and stockpiles from the floodplain, and alert the Owner of a potential emergency.
 - 5. The Contractor shall maintain sufficient equipment and manpower at the site in order to react to a flooding emergency.
 - 6. Compensation: No additional compensation shall be made to the Contractor for damages resulting from high water or from time lost due to inclement conditions or river flows such that Work within the project site is not feasible.
 - 7. 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 his plan and are able to execute same. The Contractor may use the above plan or prepare a plan of his own. In either case, the Contractor shall

submit to the Engineer an Emergency Operation Plan for approval within seven (7) days of the contract signing.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing regulations before beginning dewatering. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Pre-installation Conference: Conduct conference with Owner, Engineer, Contractor and Local Authorities at Project site.

PART 2 – PRODUCTS

A. Turbidity Curtain

Curtain: The curtain shall be a synthetic material coated with suitable elastomeric or polymeric compound and have a high resistance to weathering, hydrocarbons, fresh and salt water, and temperature extremes. The material shall have a tensile strength of not less than 200 lb (890 N) when measured lengthwise or crosswise. Seams, if required, shall be either vulcanized, welded, or sewn and shall develop the full strength of the material.

Flotation Units: Flotation units shall be flexible, buoyant units contained in a flotation sleeve or collar attached to the turbidity curtain. Buoyancy provided by the flotation units shall be sufficient to support the required width of the turbidity curtain and maintain a freeboard of at least 3" (75 mm) above the water surface level.

Load Lines: Load lines shall be fabricated into the top and bottom of the turbidity curtain. The top load line shall consist of woven webbing or vinyl sheathed steel cable and shall have a minimum breaking strength of 10,000 lb (44.6 kN). The bottom loadline shall consist of a 3" (6 mm) galvanized steel chain incorporated into the bottom hem of the turbidity curtain to act as ballast. The load lines shall have suitable devices which develop the full breaking strength for connecting to load lines in adjacent sections.

Fasteners: Fasteners shall be either 5/8" (16 mm) long brass or copper staples, or 17 gage (1.37 mm) galvanized or aluminized steel tie wires long enough to securely attach the fabric to the posts.

Anchors: Anchors shall be standard marine-type boat anchors. The Contractor shall use Danforth type anchors for sandy bottoms, or kedge or mushroom type anchors for mud bottoms. The size, weight, and overall number of the anchors shall be sufficient to hold the turbidity curtain in its intended location. Alternate anchoring methods such as heavy concrete weights, driven pilings, or stakes may be used if approved, prior to use, by the Engineer. Such alternative materials shall be sufficient for holding Turbidity Control Curtains in place.

Rope: Rope shall be polypropylene, 5/8" (16 mm) diameter, with a minimum breaking strength of 800 lb (3.6 kN).

PART 3 – EXECUTION

3.1 CONSTRUCTION METHODS

Description: The Contractor shall investigate and verify existing stream conditions, and evaluate the need for, and the type of protection and facilities required. Before commencing construction, the Contractor shall furnish the Engineer with details of the plan and methods he proposes to use for handling water and accomplishing the work. The Contractor may use sandbags, inflatable dams, cofferdams, or other types of protective facilities as approved by the Engineer. The furnishing of such plans and methods shall not relieve the Contractor of any of his responsibility for the safety of the work and for the successful completion of the project.

The height of any flow diversions and or barriers shall be elected by the Contractor to provide reasonable protection from flooding. At a minimum, any barriers shall be constructed to accommodate the dewatering increments shown on the plans and to minimize the movement of sediment in the impoundment upstream of the dam. All such temporary structures or facilities shall be safely designed, extended to sufficient depth and be of such dimensions and water-tightness so as to assure construction of the permanent work to the limits shown on the plans. Movements or failures of the temporary protection facilities, or any portions thereof, which prevent proper completion of the permanent work, shall be corrected at the sole expense of the Contractor. Additionally, any cleanup associated with such movements or failures shall be completed at the sole expense of the Contractor.

Any pumping from within the areas of construction shall be done in such a manner as to prevent the possibility of movement of sediment from within these areas. Any pumped water must be discharged to a temporary sediment basin and/or in accordance with the requirements of the Standard Specifications.

Unless otherwise provided or directed, all such temporary protective work shall be removed and disposed of in an approved manner when no longer required.

The Contractor shall be responsible for the scheduling of work described herein so as not to interfere with any sequence of operations developed for this project. Delays as a result of work required under this specification shall not constitute a claim for an extension of contract time.

3.2 INSTALLATION

- A. Conform to Contract Drawings.
- B. Provide temporary grading to facilitate dewatering and control of surface water.
- C. Monitor dewatering systems continuously.
- D. Protect and maintain temporary erosion and sedimentation controls, including turbidity curtain, during dewatering operations.

- E. Before excavating below groundwater level, place system into operation to lower water to specified levels. Operate system continuously until channel excavation is complete or until dewatering is no longer required.
- F. Provide an adequate system to lower and control water to permit excavation and removal to the sediments, the dam and its abutments, and the outlet works, as shown on the Drawings.
 - 1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.

3.3 COFFERDAMS AND DIVERSIONS

- A. Cofferdams will be constructed of coarse material from the stream.
- B. Acceptable materials shall include water structures, concrete jersey barriers, plastic barriers, clean cobbles with impermeable liners, and other comparable items.
- C. The Contractor is responsible to install all cofferdams/diversion structures in a safe and correct manner. Cofferdams must be installed so as to withstand the pressures exerted by the stream flow or ponded water against the cofferdam.
- D. Commercial products used as cofferdams (i.e. water structures, temporary dams) shall be installed in accordance with the manufactures instructions.
- E. The Contractor is permitted to make temporary disturbances to the streambed as may be required to properly install the cofferdam. All disturbances will be limited to only that disturbance necessary to install the cofferdam. Cofferdam installation must be done in the presence of the Contracting Officer.
- F. If the Contract conditions call for the use of sand bags, or if the Contractor shall use sand bags to assist with de-watering, the Contractor shall fill the sand bags with clean, washed sand. Soils with fine particles are prohibited. When placed in the flowing water, the sand bags shall not produce visible turbidity.
- G. The stream channel may be diverted around the active construction area in a temporary bypass or diversion pipe or within the temporary construction access road.

3.4 BYPASS PUMPING

If bypass pumping is allowed by the Engineer, the Contractor shall be responsible for providing all pumps, hoses, pipelines, fuel tanks and other items required to pump the stream flow around the work site, and for providing supervision of the pumping operation during all hours the pumps are running.

- A. The Contractor shall provide the pumps required, as well as have available additional pumps in the event the stream flow increases, a pump becomes disabled, or to cover periods when pumps are out of operation for routine service. The contractor shall have the ability to provide replacement pumps within 24 hour notice.

- B. The Contractor shall provide pumps that are in good operating order and free of leaks. Pumps that are leaking fuel, lubricants, or other material, will be removed immediately from the work area, and repaired or replaced as necessary. All pump equipment will be properly equipped with mufflers and other noise suppression equipment to minimize noise impacts on the surrounding residences.
- C. When necessary low noise bypass pumps and power packs may be required and/or noise reducing methods may be required to reduce impacts to adjacent properties. Contractor shall follow all local town ordinances for the measuring of noise leaving the construction site/property. Where local town ordinances on noise control don't exist the contractor shall adhere to the following:

7:00am to 10:00pm	10:00pm to 7:00am
77 dB	65 dB

Note: Levels shall be measured along the edge of the receiving property in question.

- D. The horizontal location of any bypass pipe, pumps, and pump power packs to be used shall be staked in the field prior to starting construction for approval by the owner and engineer. Its location may be adjusted in order to minimize disturbance to existing trees.
- E. Discharge hoses shall be reasonably free of leaks at either the fittings or in the discharge hose. No leaks from discharge lines shall be allowed to create excessively wet spots or to cause erosion. The piping shall be maintained/inspected throughout the duration of construction and repaired as necessary if any leaks or breaks in the lines are discovered.
- F. The Contractor shall provide adequate suction hose length to allow the pumps to be placed back from the immediate edge of the stream.
- G. Supplemental fuel tanks, used to minimize refueling requirements, must be installed in such a manner so as to eliminate any leaks from the fuel lines, and so they are protected from damage in the event of high water or flood which may occur during the projects. Fuel tanks over five (5) gallons in capacity will require a containment system. Supplemental fuel tanks will be placed no closer than twenty five feet (25') of the stream edge and must be secured to protect their movement in the event of high water. Supplemental fuel tanks must be equipped so as to prevent the escape of fuel in the event they are covered by water during a flood condition. The Contractor is responsible to insure that all supplemental fuel storage facilities meet or exceed National Fire Protection Association (NFPA) standards or other applicable local, state and federal regulations.
- H. When flooding conditions can be reasonably expected, the Owner shall have the authority to require the Contractor to remove the pumps and/or supplemental fuel tanks from the projected flood area. If the Contractor is required to remove pumps and fuel tanks due to flood or storm events, the Contractor shall not receive additional compensation for removal, or re-installation of the pumps and/or supplemental fuel tanks. Compensation will be provided in the form of additional time on the project schedule.

- I. At the conclusion of construction, the bypass pipe, pumps, and pump power packs shall be removed and the site brought to the desired proposed grade as indicated on the plans.

3.5 DISCHARGE OUTFALL PROTECTION

- A. The discharge of water from the pumping operations shall be done so as to prevent erosion of soils and the downstream introduction of sediment.
- B. When discharges from the de-watering operation involve large volumes of water, the discharge area will require a concrete and/or stone structure to provide for dispersion of the discharge energy. The Contractor shall use geo-textiles as appropriate to provide erosion protection. Discharge structures must be capable of dispersing the energy of the expected discharge from the pumps.
- C. All materials placed for the protection of discharge outfalls are temporary in nature, and shall be removed from the project area upon completion of the de-watering process.

3.6 MAINTENANCE, REMOVAL AND RESTORATION

- A. The Contractor shall maintain all de-watering measures in good operating form until such time that the measures are no longer needed.
- B. In the event that high flows damage or remove de-watering measures, the Contractor shall repair or replace the measures as soon as the water flows allow and prior to commencing work.
- C. Upon completion of the work, and approval of the owner and engineer, the Contractor shall remove all de-watering measures. The Contractor shall remove pumps and hoses from the site, as well as cofferdams from the stream channel.
- D. Any fill placed in the active channel during the de-watering process, shall be removed from the channel upon completion of the work. In the event sandbags are used in the de-watering process, the sand bags will be removed and emptied outside of the active channel area.
- E. Upon removal of the de-watering measures, the Contractor shall regrade any disturbed surfaces, remove any contaminated soils, and restore all areas consistent with the stabilization of the project site as set forth in the Contract Documents.

3.7 SPECIAL CONDITIONS

- A. During all construction in the existing or proposed stream channel, the Contractor shall divert the entire stream flow around the work area. Diversions must be maintained 24 hours per day, 7 days a week during the construction period.
- B. Upon acceptance of the Contractor's bid, the Contractor shall have five (5) days to submit a written Water Control Plan for review and approval by the Ulster County Department of Public Works and the Engineer. Prior to development of the Water Control Plan, the Ulster County Department of Public Works and the Contractor shall

thoroughly review the project site, sequencing of work and other conditions as may be required to be addressed in the Water Control Plan. In the event the Water Control Plan is deemed inadequate to meet the dewatering requirements, the Contractor shall, at his/her expense make sufficient modifications to the plan so as to provide the required dewatering. The Water Control Plan must meet all of the requirements as set forth in this specification.

- C. The Contractors Water Control Plan must address a contingency strategy for addressing increased flows due to storm events which occur during construction.

PART 4 – MEASUREMENT AND PAYMENT

4.1 See Section 01270 – Unit Prices.

4.2 Item No. 4 – Stream Channel Dewatering – Lump Sum (LS) – This work will be paid for at the contract lump sum price for “Stream Channel Dewatering” which price shall include all equipment, labor, materials, and tools required to complete the work detailed above, under Stream Channel Dewatering, including but not limited to the installation, relocation, and removal of, temporary turbidity curtain, bypass pumps, temporary concrete barriers and/or cofferdams, temporary diversion pipes, pump sumps and dewatering pumping, as necessary. It includes all control of water through the site during construction until the final project closeout is complete, inclusive of repairs to damages to the site that occur as a result of high waters, floods, or any types of failure of the water control plan.

There will be no measurement for this work. This work will be paid for at the contract lump sum price bid as a percentage of completion as determined by the Engineer.

END OF SECTION 02245

SECTION 02300

EARTHWORK

PART 1 – GENERAL

1.1 The General Conditions and Supplementary General Conditions apply to this section of the Specifications.

1.2 WORK INCLUDES

All materials, labor, equipment, and services necessary to perform the work of this section as shown on the Drawings, as specified, and as required by job conditions, including, but not limited to, the following:

- A. General excavation and backfill for site improvements.
- B. Excavation for removal of sediment from impoundment upstream of dam.
- C. Removal of timber cribs and stone in-fill from impoundment upstream of dam.
- D. Preparing of subgrade for roads, culverts, drainage swales, retaining walls, and construction haul roads.
- E. Rock excavation, mass and trench.
- F. Soil compaction control.
- G. Site grading.
- H. Fill from off-site sources, if required.
- I. Removal of excess materials off-site, if required.
- J. Legal disposal of unsuitable materials off-site, if required.
- K. Topsoil from off-site sources, if required.
- L. Topsoil spreading and fine grading.

1.3 DEFINITIONS

- A. Excavation: Removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed.

- B. Authorized Excavation: Excavation below sub-grade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions changes in the Work.
- C. Unauthorized Excavation: Removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the Engineer. Unauthorized excavation shall be at the Contractor's expense. Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by the Engineer.
- D. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below topsoil materials.
- E. Rock: Firm rock material in definite ledge formation, in its natural position.
- F. Unsuitable Material: On-site materials which are of improper gradation to allow adequate compaction, are organically contaminated (such as muck, peat, organic silt, topsoil or sod), or have been identified as improper for the intended use by the Engineer. Certain man made deposits of industrial waste, or contaminated materials may also be determined to be unsuitable materials.
- G. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- H. Fill: Soil materials used to raise existing grades.
- I. Suitable Material: any material whose composition is satisfactory for use as fill. Any mineral (inorganic) soil, blasted or broken rock and similar materials of natural or man made (i.e. recycled) origin, including mixtures thereof, are considered suitable materials. Determinations of whether a specific natural material is suitable shall be made by the Engineer on the above basis.
1. Recycled materials that the Engineer has evaluated and approved for general use shall be considered to be suitable material subject to the conditions for use. In general the use of recycled materials must be sanctioned by NYSDEC, usually in the form of a Beneficial Use Determination (BUD). See definition below.
- J. Topsoil: Topsoil shall consist of natural loam, free from subsoil, obtained from an area which has never been stripped. Topsoil is friable clay loam surface soil found in a depth of not less than 4 inches, and is substantially free of subsoil, clay lumps, stones, and other objects over 2 inches in diameter, and without weeds, roots, and other objectionable material. Topsoil shall be as further defined under Section 02900 – Site Restoration. Topsoil meeting this definition and Section 02900 shall be considered suitable for use on-site.
- K. Backfill: Material to be excavated and proposed for reuse as backfill must meet

6NYCRR 360.1.15 (b) generic BUD.

1.4 QUALITY ASSURANCE

- A. Codes and Standards: Perform earthwork in compliance with applicable requirements of authorities having jurisdiction.

1.5 PROJECT CONDITIONS

- A. Notify Owner if unexpected subsurface conditions are encountered and discontinue work in area until Owner provides notification to resume work.
- B. Examine the substrata of the areas and ascertain the conditions under which earthwork is to be performed/installed. Do not proceed until all unsatisfactory conditions, if any, have been corrected to the satisfaction of the owner.
- C. Inform Dig Safely (1-800-962-7962 or 811) before beginning excavations. Do not proceed until clearance is received.
- D. Existing Utilities: Locate existing utilities in areas of excavation work. Provide adequate means of support and protection during earthwork operations.
- E. Should uncharted or incorrectly charted piping or other utilities be encountered, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
- F. Do not interrupt existing utilities serving facilities occupied by Owner or others during occupied hours except when permitted and then only after acceptable temporary utility services have been provided.
- G. Provide adequate notice to the Owner, and receive written notice to proceed before interrupting utility.
- H. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.
- I. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- J. Protect benchmarks and existing structures, roads, sidewalks, paving, and curbs against damage from equipment and vehicular or foot traffic.

- K. Provide necessary safeguards to prevent accidents, to avoid all necessary hazards, and to protect the public, the work, and the property at all times, including Saturdays, Sundays, and holidays.
- L. Contractor shall be responsible for any and all damages, which may arise or occur to any party whatsoever by reason of the neglect in providing proper lights, guards, barriers, or any other safeguards to prevent damage to property, life, and limb.

1.6 REFERENCES

- A. ASTM D1557 - Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³)
- B. Occupational Safety and Health Administration, U.S. Department of Labor
- C. Board of Appeals, N.Y.S. Department of Labor
- D. New York City Rules and Regulations (RCNY)
- E. New York State Department of Transportation (NYSDOT)
- F. New York City Department of Transportation (NYCDOT)
- G. New York State Department of Environmental Conservation (NYSDEC)
- H. U.S. Department of Transportation, Federal Highway Administration
- I. U.S. Environmental Protection Agency

PART 2 – PRODUCTS

- A. General Fill: Select excavated material obtained from the construction site or imported, free from roots, wood, or trash, and approved suitable for use as general fill.
- B. Select Granular Fill: Select excavated materials consisting of rock, stone, slag, cobbles, or gravel substantially free of shale or other soft, poor durability particles and conforming to the following requirements of NYSDOT Standard Specification 733-11:

Sieve Size % Passing (by weight)

4"	100
No. 40	0-70%
No. 200	0-15%

PART 3 – EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstruction, and deleterious materials from ground surface as specified in Section 02100.
- C. Protect and maintain erosion and sedimentation controls, which are specified in Section 02371.

3.2 EXCAVATION - GENERAL

- A. Earth Excavation: Excavation of all materials of any kind, except as classified as rock excavation, trench rock excavation, and trench earth excavation.
- B. Trench Earth Excavation: Excavation of individual piers, footings, catch basins, pits, manholes, and including the excavation of all trench materials of any kind except as classified as trench rock excavation. No tunneling will be allowed.
- C. Unsuitable Material: If unsuitable materials as defined by the Engineer are encountered at required subgrade elevations, carry excavations deeper and replace excavated material with other material as directed by the Engineer. Remove unsuitable materials from the site and legally dispose of them. Removal of unsuitable material and its replacement as directed, provided it is not due to fault or neglect of the Contractor, will be paid on the basis of contract conditions relative to changes in work. Where the removal of unsuitable soil material is due to the fault or negligence of the Contractor in his performance of earthwork and site grading operations, excavate the resulting unsuitable material and replace with compacted satisfactory material as required, at no additional cost to the Contract Sum.
- D. Channel/ Sediment Excavation: Excavation of all materials of any kind to proposed grade or subgrade as indicated on the Contract Drawings.
- E. Stability of Excavations: General - Comply with local codes, ordinances, and requirements of agencies having jurisdiction.
 - 1. Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where

sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

2. Slope the sides of excavations over five feet (5') deep to the angle of repose of the material excavated, but not steeper than 1½ horizontal to 1 vertical. Where sloping is not possible, either because of space restrictions or stability of material excavated, shore and brace in accordance with requirements of authorities having jurisdiction. In addition, provide 5' high snow fence around these areas as protection. Temporary slopes should be covered with plastic sheeting or other suitable cover where necessary to prevent the surface from drying or eroding.
 3. Maintain sides and slopes of excavation in a safe condition until completion of backfilling, by scaling, benching, shelving, or bracing.
 4. Take precautions to prevent slides or cave-ins when excavations are made in locations adjacent to backfilled excavations, and when sides or excavations are subject to vibrations from vehicular traffic or the operation of machinery, or from any other source.
 5. Provide minimum requirements for trench shoring and bracing to comply with ANSI A10.1 "Safety for Building Construction", and with local codes and authorities having jurisdiction.
- F. Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
- G. Excavation of Trenches for Pipes and Conduit: Excavate trenches to uniform width, sufficiently wide to provide ample working room and a minimum of twelve inch clearance on both sides of pipe or conduit, unless otherwise indicated on drawings.
1. Excavate trenches and conduit to depth indicated or required to establish invert elevations and to support bottom of pipe or conduit on undisturbed soil.
 2. If rock is encountered, carry excavation 12" below required elevation and backfill a six inch layer of fine aggregate fill prior to installation of pipe.
 3. For pipes or conduit less than six inches in nominal size, and for flat-bottomed, multiple-duct conduit units, do not excavate beyond indicated depths. Hand excavate bottom cut to accurate elevations and support pipe or conduit on undisturbed soil.

4. For pipes and equipment six inches or larger in nominal size, shape bottom of trench to fit of pipe for 90 degrees (bottom 1/4 of the circumference). Fill depressions with tamped fine aggregate backfill. At each pipe joint, dig bell holes to relieve pipe bell of loads and ensure continuous bearing of pipe barrel on bearing surface.

H. Rock Excavation: Should excavation of bedrock be determined to be required by the Engineer, it shall be executed as follows:

1. Document position and elevation of surface of exposed bedrock to be removed.
2. Excavate rock by mechanical means only. Blasting is not permitted. Proposed means of rock excavation is subject to the approval of the Engineer.
3. Rock shall be excavated only to the limits directed by the Engineer.
4. Finished area of rock excavation shall be neat and clean and free of rock fragments.

I. Backfill and Fill: General - place acceptable soil material in layers to required.

1. Under pits, trenches, and other structures, use select structural fill.
2. Under piping, conduit, and equipment, use fine aggregate fill where required over rock bearing surface and for correction of unauthorized excavation. Shape excavation to fit bottom 90 degrees of cylinder.
3. Backfill excavations as promptly as work permits, but not until completion of the following:
 - a. Inspection, testing, approval, and recording locations of underground utilities.
4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials.
5. Removal of trash and debris from excavation.
6. Permanent or temporary horizontal bracing is in place on horizontally supported walls.

J. Placing and Compaction: Ground surface preparation - remove vegetation,

debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break up sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.

When existing ground surface has a density less than that specified in this section for particular area classification, break up ground surface, pulverize, moisture condition as required to achieve optimum moisture content, and compact to required depth and percentage of density. For slab on grade, proof roll existing ground surface with a ten-ton roller.

Place backfill and fill materials in layers not more than eight inches in loose depth for material compacted by heavy compaction equipment, and not more than four inches in loose depth for material compacted by hand-operated tampers.

Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

Place backfill and fill materials evenly adjacent to foundations or other structures to required elevations. Prevent wedging action of backfill against structures by carrying material uniformly around structures to approximately same elevation in each lift.

Control soil and fill compaction, providing minimum percentage of density specified for each area classification indicated below. Correct improperly compacted areas or lifts as directed by Engineer if soil density tests indicate inadequate compaction.

Percentage of maximum density requirements: Compact soil to not less than the following percentages of maximum density, in accordance with ASTM D 1557:

In trenches, pits, embankments and fill slopes: Compact top 12" of subgrade and each layer of backfill or fill material to 95% of maximum density.

In landscaped areas: Compact top six inches of subgrade and each layer of backfill or fill material to 90% of maximum density.

- K. Storage of Soil Materials: Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

- L. Grading:

1. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

N. Protection:

1. Protecting Graded Area: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
2. Repair and reestablish grades to the specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
3. Where settling occurs before Project correction period elapses, removed finished surfacing, backfill with additional soil material, compact and reconstruct surfacing.
 - a. Restore appearance, quality and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

O. Disposal of Excess Soil Materials: The contractor is responsible to remove from the site any excess soil materials after meeting the finished grades shown on the contract drawings. A potential disposal site is shown on the contract drawings upstream of the site off of Frost Valley Road. The contractor is not required to use this site. It is available for the disposal of excess material. The contractor is responsible to meet all requirements of the DEC and the SWPPP for the necessary erosion control measures and stabilization of the actual disposal site. If an alternative disposal site is to be utilized, the contractor is responsible to receive the necessary approvals prior to its use.

PART 4 – MEASUREMENT AND PAYMENT

- 4.1 Item No. 2 - Earthwork – Lump Sum (LS) – This work will not be measured for payment. It will be paid for at the contract lump sum price for “Earthwork” as a percentage of completion as determined by the Engineer. The bid price shall include all equipment, labor, materials, and tools required to complete the work detailed above, including floodplain excavation as necessary to the limits shown on the Cross Section drawings plus or minus six inches (6") or to bedrock, whichever is higher, all excavation, hauling, and disposal (including timber and stone in-fill associated with timber cribs upstream of dam, soil compaction, site grading, channel excavation, hauling and disposal, and fill from on-site and off-site sources. This item also includes separating and stockpiling appropriate materials for re-use in improvements or for off-site hauling as indicated on

the contract drawings.

- 4.2 Unit Price No. 2A Earthwork – Rock Excavation – Cubic Yard (CY) – This work will be paid for at the contract unit bid price (cubic yard) for “Earthwork – Rock Excavation” which price shall include all equipment, labor, materials, and tools required to complete the work detailed above, including field survey of the pre- and post- excavation conditions, excavation of bed rock to the line and grade directed by the Engineer, removal, hauling and lawful disposal of excavated rock. Payment for this work will be made by the cubic yard as determined by comparison of pre- and post-construction survey provided under this item. The Owner may complete independent pre and post excavation survey to substantiate the volume of rock excavation.
- 4.4 See Section 01270 – Unit Prices.

END OF SECTION – 02300

SECTION 02301

DAM DEMOLITION AND REMOVAL

PART 1 – GENERAL

1.1 The General Conditions and Supplementary General Conditions apply to this section of the Specifications.

1.2 WORK INCLUDES

All materials, labor, equipment, and services necessary to perform the work of this section as shown on the Drawings, as specified, and as required by job conditions, including, but not limited to, the following:

- A. Demolition of concrete spillway.
- B. Demolition of stone masonry walls.
- C. Temporary filling of right (easterly) outlet works to provide equipment access.
- D. Temporary addition of boulders and gravel to upstream side of dam to provide equipment access.
- E. Saw cutting to isolate portion of dam abutment to remain
- F. Demolition of outlet works (left and right side of dam) including stone masonry, portions of penstocks, waste pipe, trash racks (iron or wood), gates and mechanisms, woody debris lodges in or in the vicinity, and all other items within the limits shown on the Drawings.
- G. Removal and hauling of debris to off-site disposal areas

1.3 QUALITY ASSURANCE

- A. Codes and Standards: Perform dam removal in compliance with applicable requirements of authorities having jurisdiction.

1.4 PROJECT CONDITIONS

- A. Notify Owner if unexpected conditions are encountered and discontinue work in area until Owner provides notification to resume work.
- B. Examine the substrata of the areas and ascertain the conditions under which dam removal is to be performed/installed. Do not proceed until all unsatisfactory

conditions, if any, have been corrected to the satisfaction of the owner.

- C. Inform Dig Safely (1-800-962-7962 or 811) before beginning excavations. Do not proceed until clearance is received.
- D. Existing Utilities: Locate existing utilities in areas of excavation work. Provide adequate means of support and protection during earthwork operations.
- E. Should uncharted or incorrectly charted piping or other utilities be encountered, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
- F. Do not interrupt existing utilities serving facilities occupied by Owner or others during occupied hours except when permitted and then only after acceptable temporary utility services have been provided.
- G. Provide adequate notice to the Owner, and receive written notice to proceed before interrupting utility.
- H. Protection of Persons and Property: Barricade open demolition areas occurring as part of this work.
- K. Provide necessary safeguards to prevent accidents, to avoid all hazards, and to protect the public, the work, and the property at all times, including Saturdays, Sundays, and holidays.
- L. Contractor shall be responsible for any and all damages, which may arise or occur to any party whatsoever by reason of the neglect in providing proper guards, barriers, or any other safeguards to prevent damage to property, life, and limb.

PART 2 – PRODUCTS

- A. General Fill: Select excavated material obtained from the construction site or imported, free from roots, wood, or trash, and approved suitable for use as general fill.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by demolition and removal operations.

- B. Protect and maintain erosion and sedimentation controls, which are specified in Section 02371.
- C. Before demolition or removal of any part of the dam the Contractor shall implement the approved water handling plan.
- D. The Contractor shall make a complete investigation of the existing dam and outlet works and any of the special requirements that may be necessary to perform this work. No extra compensation will be made because of the need for unidentified special requirements.
- E. The Contractor shall submit a construction sequence plan for demolition and removal of the dam to the Engineer at least 7 days prior to the planned start of work. No work shall begin until the proposed plan is reviewed and accepted by the Engineer.
- F. All materials of any type removed from the demolition process shall be disposed of as noted on the Drawings and in accordance with all local, State, and Federal regulations.

3.2 DEMOLITION

- A. No blasting for removal of the dam or outlet works will be allowed. The Contractor shall remove existing materials by such methods as he/she may propose, subject to the approval of the Engineer.
- B. The dam shall be removed to the limits shown on the Drawings.
- C. The Engineer reserves the right and may direct the Contractor to change his/her demolition methods, sequence and/or equipment, if and when, in the opinion of the Engineer, the safety of the public, or the integrity of the existing structures or new construction is jeopardized.
- D. The Contractor shall take all precautions and do such work as may be necessary to prevent damage to the completed portions of any new construction and existing structures to remain, due to his/her removal operations. Any damage to any existing structures to remain shall be repaired, prior to final payment, at the Contractor's expense.
- E. Pneumatic hammers or any other method approved by the Engineer may be used to remove concrete and/or stone masonry. Maximum 30 pound hammers shall be used for general removal while maximum 15 pound hammers shall be used near utilities and portions of the existing dam abutment wall to remain. Pneumatic hammers shall not be placed in direct contact with the existing abutment wall.

PART 4 – MEASUREMENT AND PAYMENT

- 4.1 Unit Price No. 3 - Dam Demolition and Removal (LS) – This work will not be measured for payment. It will be paid for at the contract lump sum price for “Dam Demolition and Removal” as a percentage of completion as determined by the Engineer. The bid price shall include all equipment, labor, materials, and tools required to complete the work detailed above, including preparation for demolition activities, demolition and disposing (including hauling to disposal site) of stone masonry and concrete portions of the dam and outlet works, removal and disposal of waste pipe, penstocks, all other iron, wood, and debris within and adjacent to the existing dam, as directed by the Engineer and as is evidently required to properly complete the work.
- 4.2 See Section 01270 – Unit Prices.

END OF SECTION – 02301

SECTION 02371

DUST, SOIL EROSION, AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. The Contractor shall provide all labor, materials, tools, equipment, and incidentals required to assure adequate environmental protection including implementation of all erosion and sediment control measures and maintenance of storage areas as directed by the Engineer.
- B. The Contractor shall implement the Sediment and Erosion Control Plan (S&ECP) that addresses measures to prevent migration of contaminated stormwater and sediment and to prevent erosion of features of the Work included in the Plans.
- C. The Contractor shall minimize erosion and prevent discharge of sediment to surface water features, water courses, drainage systems, public streets or private property from construction activities. The Contractor shall provide methods to prevent construction activities from generating contaminated stormwater runoff. Methods of constructing berms and dikes to direct clean stormwater runoff around the work area to the local drainage system shall be included.
- D. The Contractor shall comply with all Federal, State, or local laws, codes, ordinances and regulations which govern the control of sediment, erosion and stormwater during construction activities.
- E. The Contractor shall provide Best Management Practices (BMPs) including, but not limited to silt fences, straw bales, diversion dikes, swales, sedimentation basins/traps, truck wash areas/decontamination stations, stabilized construction entrances and/or other means as a temporary structural practice to minimize erosion and sediment runoff.
- F. The Contractor shall implement the Stormwater Pollution Prevention Plan (SWPPP),
- G. The Contractor shall control dust caused by operation and movement of vehicles and equipment in accordance with the latest DEP and OSHA standards, and all other applicable Federal, State and local regulations.
- H. The Contractor shall minimize the length of time that unprotected soil is left unfinished and exposed to runoff events. Seed and mulch shall be applied to all finished surfaces within 48 hours of application of topsoil.
- I. The Contractor shall utilize erosion control blanket on all non-armored finished slopes of a 3:1 grade or steeper, and shall maintain the blanket until permanent vegetation is established.

1.2 RELATED SPECIFICATIONS

Site Preparation:	Section 02100
Stream Channel Dewatering:	Section 02245
Earthwork:	Section 02300

1.3 REFERENCES

- A. Comply with applicable provisions and recommendations of the following except as otherwise shown or specified.
 - 1. NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-10-001, or latest version)
 - 3. New York State Standards and Specifications for Erosion and Sediment Control (aka "Blue Book") (NYSDEC, Aug 2005, or latest version)
 - 4. New York State Stormwater Management Design Manual (August 2010, or latest version)

1.4 DEFINITIONS / EXPLANATION OF TERMS

- A. Best Management Practices: Physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water, and have been approved by the New York City Department of Environmental Protection (DEP) or other accepted certified agency.
- B. Commencement of Construction: The initial disturbance of soils associated with clearing, grading or excavation activities; or other construction related activities that disturb or expose soils such as demolition, stockpiling of fill material, and the initial installation of erosion and sediment control practices.
- C. Erosion: The wearing away of the land surface by running water, wind, ice, or other geological agents, including such processes as geological creep, detachment, movement of soil or rock fragments by water, wind, ice, or gravity.
- D. Erosion/Sediment Control: Any temporary or permanent measures taken to reduce erosion, control siltation and sedimentation, and ensure that sediment-laden water does not leave the site.
- E. Final Stabilization: All soil-disturbing activities at the site have been completed and uniform, perennial vegetative cover with the density of eighty (80) percent has been established or equivalent stabilization measures (such as the use of mulches or geo-textiles) have been employed on all unpaved areas and areas not covered by permanent structures, concrete or pavement.
- F. Receiving Waters: Bodies of water or surface water systems receiving water from upstream manmade (or natural) streams
- G. Sediment: Fragmented material that originates from weathering and erosion of rocks and unsolicited deposits, and is transported by, suspended in, or deposited in water.

1.5 SUBMITTALS

- A. Working Drawings: The Contractor shall submit to the Engineer for approval Working Drawings and other documentation required to show conformance with the requirements specified and shown on the Contract Drawings.
1. Working Drawings shall show details of the Sediment and Stormwater Control System. The Working drawings shall include, at a minimum, the following:
 - a. Plan locations of all components of the Sediment/Stormwater Control System.
 - b. Details of all applicable BMPs (e.g., silt fence, diversion dike, straw bale berm, decontamination stations, etc.).
 - c. All of the planned components of the Erosion and Sediment Control Plan, as detailed below in Paragraph B.
 - d. All components of the SWPPP to be constructed on site, as detailed in Paragraph C below.
 2. The Contractor shall submit manufacturer's descriptive literature and installation instructions for stockpile liner and cover material.
- B. Sediment and Erosion Control Plan (S&ECP): The Contractor shall implement the S&ECP provided in the Plans. The S&ECP shall address schedules and measures that will be taken to prevent migration of contaminated stormwater/sediment, and to prevent erosion of features of the Work. The S&ECP shall include the following at a minimum:
1. Measures to capture and mitigate stormwater runoff from active, disturbed areas.
 2. Provisions for silt fences and other measures to limit migration of sediments.
 3. Provisions for straw bale berms and silt fences or other measures to prevent contaminant and sediment migration.
 4. Diversion of stormwater: The Contractor shall include provisions for controlling stormwater runoff in and around excavation areas.
 5. Soil Storage Area: All details of temporary soil storage to be implemented as specified in this section.
 6. Soil Stabilization practices: All details of soil stabilization practices to be implemented, as specified in this section.
 7. Provisions for all other applicable Best Management Practices.
- C. Inspection Reports: Contractor shall conduct inspections and submit inspection reports consistent with requirements of the SWPPP including:
1. Site inspections shall be conducted by the Qualified Inspector.
 2. All control measures shall be inspected at least once each week and following any storm event of 0.5 inches or greater in a 24 hour period per the SWPPP.
 3. Inspection reports and logs, including the Corrective Action Log, the SWPPP Amendment Log, and the Grading and Stabilization Activities Log, shall be maintained in a logbook at the site with SWPPP and other required documentation.

1.6 QUALITY ASSURANCE

- A. Permits and Regulations:

1. The Contractor shall obtain all necessary permits and be responsible for implementing the terms and requirements of these permits as needed and for payment of all fees.
 2. The Contractor shall handle all material in compliance with applicable requirements of OSHA and other governing authorities having jurisdiction.
- B. Inspections. The Contractor must have a Qualified Inspector conduct an assessment of the site prior to the commencement of construction and certify in an inspection report that the appropriate erosion and sediment controls described in the S&ECP have been adequately installed or implemented to ensure overall preparedness of the site for the commencement of construction. Following commencement of construction, site inspections shall be conducted at least once every seven (7) calendar days and twice a week for sites with soil disturbance greater than 5 acres unless otherwise specified in the Detailed Specification. The two (2) inspections shall be separated by a minimum of two (2) full calendar days. The inspection reports must be kept on file at the construction site with the S&ECP, if applicable, for review by a NYSDEC inspector.
- C. Stabilization. The contractor shall initiate stabilization measures as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased.
- D. If a SWPPP is required, it shall be kept current on file at the construction site for review by a NYSDEC. If there is a significant change in construction which may have a significant effect on the potential for the discharge of pollutants to surface waters of the State and which has not otherwise been addressed in the SWPPP, it would require that the SWPPP be updated to reflect those required changes. The SWPPP would also require an amendment if the SWPPP proves to be ineffective in eliminating or significantly minimizing pollutants from sources identified in the SWPPP or achieving the general objectives of controlling pollutants in stormwater discharges from permitted construction activity. Additionally, the SWPPP shall be amended to identify any new subcontractor and their associated responsibilities.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Soil Stabilization: The stabilization practices to be implemented shall include one or a combination of the following: temporary seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, erosion control mats, protection of trees and shrubs, preservation of mature vegetation. Protection of trees shall be in accordance with General Specification 02100 – Site Preparation. Stabilization practices shall be implemented as approved by the Engineer. The Contractor shall record the dates when the major grading activities occur (i.e. clearing and grubbing, excavation, embankment and grading); when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated. Except as provided in paragraphs 1.08A.1 and 1.08A.2 below, stabilization practices shall be initiated as soon as practicable, but no more than fourteen (14) days after construction activities have temporarily or permanently ceased.
1. Unsuitable Conditions: Where the initiation of stabilization measures by the fourteenth day after construction activity temporarily or permanently ceases is precluded by unsuitable conditions caused by the weather, stabilization practices shall be initiated as soon as practicable after conditions become suitable.

2. Temporary Inactivity Less than 14 Days: Where construction activity will resume on a portion of the site within 14 days after it temporarily ceases, no stabilization practices will be required.
- B. Erosion and Sediment Control: Erosion and Sediment control BMPs shall be operational at all times during the Work, specifically during excavation, backfilling and restoration, and decontamination operations. The sediment and erosion control system shall be capable of handling stormwater during construction. Damage to excavation slopes and the migration of contaminated soil to downstream areas resulting from storm events shall be repaired or remediated by the Contractor, at the Contractor's expense.
 - C. Stormwater: At no time shall the Contractor allow stormwater runoff from soil excavation/stockpiling operations, or effluent from decontamination operations to migrate off to contaminate soils in other areas or percolate into the groundwater. The Engineer will monitor any overflow or leakage that occurs, and may at his discretion require the Contractor to perform soil sampling within all areas affected by such overflow. Any soils that have been contaminated by such overflow shall be removed, treated and disposed of by the Contractor at no additional cost to the Owner.
 - D. Disposal of Water: Water collected from decontamination areas and dewatering operations shall be handled in accordance with General Specification 02245 – Stream Channel Dewatering.

1.8 PROJECT CONDITIONS

- A. Existing Work: All BMPS (e.g., silt fences, straw bales, swales, sumps, pumps, piping) and other sediment/stormwater controls shall be installed such that other aspects of the Work are not adversely impacted or endangered. All installations shall be subject to the approval of the Engineer.
- B. Dust Control: The Contractor shall be responsible for controlling visible dust caused by Work operations and the moving of vehicles and equipment. Dust control shall be implemented when soils are exposed, before, during and after Work activity ceases. Dust control will also be required on the weekends. The Contractor shall utilize the application of water or other methods, subject to the Engineer's approval, when visible dust is present on-site, in accordance with the Health and Safety Plan. The use of chemicals for dust control, including calcium chloride, will not be permitted.
 1. All excavation, loading and transport of materials shall minimize the formation of dust and shall conform to General Specification 02300 - Excavation. To prevent dust generation, application of water to roadways and active work areas shall be utilized as required. The Contractor's operations shall include air monitoring and dust minimization measures, consistent with the Detailed Health and Safety Plan (HASP) Specifications.
 2. Street sweeping, if needed and as directed by the Engineer, is required at the project site.
- C. Silt and Sediment Disposal: All silt and sediment which accumulates behind any BMPs used on the site (i.e., straw bale berms or silt fences) shall be removed from the BMPs and disposed of off-site in accordance with all applicable Federal, State and local regulations.

1.9 STORAGE, HANDLING AND REMOVAL

- A. The Contractor shall store, handle, and remove material and equipment consistent with requirements of the SWPPP and NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity (Permit No. GP-0-10-001) or latest version.
- B. Removal of all waste shall be in accordance with Detailed Specification 01524-Construction Waste Management.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All components/controls must be designed in conformance with the most current version of the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, and the New York State Stormwater Management Design Manual. Where erosion and sediment control practices are not designed in conformance with these technical standards, the Contractor must demonstrate equivalence to the technical standard.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. All installation of erosion and sediment control BMPs must be consistent with the most current version of the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, and the New York State Stormwater Management Design Manual. Where erosion and sediment control practices are not designed in conformance with these technical standards, the Contractor must demonstrate equivalence to the technical standard.
- B. Maintenance: The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition at all times consistent with the most current version of the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, and the New York State Stormwater Management Design Manual.

3.2 FIELD QUALITY CONTROL

- A. Inspections: The Contractor is required to conform with additions and modifications recommended resulting from Site Inspections conducted consistent with the requirements of the SWPPP and the current NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-10-001 or latest version). The Qualified Inspector shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, areas where vehicles exit the site daily and all other requirements listed in the most current NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-10-001 or latest version).

3.3 CLEANING

- A. The Contractor shall clean the site and equipment consistent with requirements of the S&ECP and the current New York State Standards and Specifications for Erosion and Sediment Control. Where appropriate, truck washes/decontamination stations shall be installed to minimize the migration of sediment off-site as specified in the Detailed Specifications.

PART 4 – MEASUREMENT AND PAYMENT

- 4.1 See Section 01270 – Unit Prices.
- 4.2 For items of work related to Dust, Soil Erosion and Sedimentation Control, no separate payment will be made. The costs associated with Section 02371 - Dust, Soil Erosion and Sedimentation Control shall be considered subsidiary to Section 02100 – Site Preparation and shall be included in that bid cost.

There will be no separate measurement or payment for this work.

END OF SECTION 02371

SECTION 02900

SITE RESTORATION

PART 1 – GENERAL

1.1 The General Conditions and Supplementary General Conditions apply to this section of the Specifications.

1.2 WORK INCLUDED

A. This item consists of furnishing any required additional top soil, spreading topsoil, final grading, seeding, restoring disturbed areas of construction, furnishing and installing ornamental metal railing at viewing area, and removing construction access roadways and restoring areas to natural conditions.

1.3 RELATED WORK SPECIFIED IN OTHER SECTIONS

Site Preparation: Section 02100
Earthwork: Section 02300

1.4 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting (Top) Soil: Topsoil shall consist of natural loam, free from subsoil, obtained from an area which has never been stripped. Topsoil is friable clay loam surface soil found in a depth of not less than 4 inches, and is substantially free of subsoil, clay lumps, stones, and other objects over 2 inches in diameter, and without weeds, roots, and other objectionable material. Topsoil meeting this definition shall be considered suitable for use on-site.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.
- E. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

- F. Backfill: The earth used to replace or the act of replacing earth in an excavation.

1.5 SUBMITTALS

- A. Product data sheets, specifications, performance data, physical properties for the following:
 - 1. Seed mixture.
 - 2. Tree and Shrub plantings.
 - 3. Ornamental Metal Fence

- B. Manufacturer's Certificates or labels from containers certifying that the product meets the specified requirements for the following:
 - 1. Seed mixture, if pre-mixed, also show compliance with State and federal seed laws.
 - 2. Planting materials to be provided by the contractor for all plants and shrubs.

- C. Samples and test reports, in the following quantities:
 - 1. Topsoil, five-gallon pail – provide representative testing to indicate percent organic content for both on-site and off-site source material. Only topsoil meeting organic content specification (6% min. – 20% max.) and a pH range of 5.5 to 7 is acceptable.
 - 2. Submit sample and product literature and guarantees in accordance with requirements of the General Conditions for the following:
 - a. Seed: - Submit seed mixtures for approval prior to application of the seed and all empty seed bag labels after application of seed to the Engineer. Species types within Seed Mixtures listed below may vary dependent upon season and/ or availability of species' seed.
 - b. Mineral mulch.

- D. Planting Schedule: Indicating anticipated planting dates for each type of planting. Coordinate planting schedule with Owner.

- E. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of exterior plants during a calendar year.

1.6 QUALITY ASSURANCE

- A. The Owner reserves the right to test and reject for cause any material not

meeting material specifications by tests in accordance with methods adopted by the Association of Official Agricultural Chemists. Costs for these tests shall be borne by the Contractor.

- B. Do not make substitutions. If specified landscape material is not obtainable, submit proof of no availability to Owner, together with proposal for use of equivalent material.
- C. Analysis and standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable.
- D. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory.
 - 1. Report suitability of topsoil for lawn growth. State-recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.
- E. Pre-installation Conference: Conduct conference with Owner/Engineer/Contractor/Local Authorities at Project site.
- F. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- G. Trees, shrubs and plants: If called for on the Drawings, trees and shrubs will be provided by the Contractor. Provide remaining plants of quantity, size, genus, species, and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock." Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease.
- H. Inspection: The Owner may inspect trees and shrubs and plants either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size, and quality. Owner retains right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and at any time during progress of work. Remove rejected trees or shrubs immediately from project site.
- I. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed mixture in new, sealed, containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging. Seed in damaged packaging is not acceptable.

1.9 JOB CONDITIONS

- A. Seeding shall be performed when weather and soil conditions are suitable in accordance with locally accepted practice, as specified herein.
- B. Seeding dates are as follows:
 - April 15 - May 30
 - August 20 - September 30
- C. Do not install grass seed when wind velocity exceeds five (5) mph.

1.10 SEQUENCING AND SCHEDULING

Coordinate the work of this Section with the respective trades responsible for installing interfacing work to ensure that the work performed there under is scheduled to minimize damage to seeded areas.

1.12 SPECIAL PRODUCT WARRANTY

- A. The Contractor shall supply the Engineer with all warranties or certificates, or both, furnished with the seed mixture prior to use of the material, if so requested.
- B. Installer's standard form in which Installer agrees to repair or replace plantings that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by Owner, or incidents that are beyond Contractor's control.
 - b. Structural failures including plantings falling or blowing over.
 - 2. Warranty Periods from Date of Substantial Completion:
 - a. Ground Cover: Six months.
 - b. Trees and Shrubs: One year.

PART 2 - PRODUCTS

2.1 SEEDING MATERIALS

- A. Peat Moss: Shredded, loose, sphagnum moss; free of lumps, roots, inorganic material or acidic materials. According to the methods of AOAC methods of testing, the acidity range shall be approximately 3.5 to 5.5 pH and a maximum moisture content of 30 percent. Organic matter content shall be not less than 90 percent, and ash content shall not be more than 10 percent, by weight on an oven-dry basis.
- B. Accessories: Water - Clean, fresh and free of substances or matter which could inhibit vigorous growth of vegetation.
- C. Mulch: Mulch should be a mixture of fibrous fir bark and fibrous Eastern Red Cedar bark ranging in size from 3 millimeters to 150 millimeters in length. Provide a ratio of 2/3 fir bark and 1/3 cedar bark. Provide a mixture that is free of weed seed, harmful bacteria, or disease spores and substances toxic to plant growth.
- D. Stakes and Guys: If required, provide stakes and deadmen of sound new hardwood, treated softwood, or redwood, free of knot holes and other defects. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire, not lighter than 12 ga. with zinc-coated turnbuckles. Provide not less than 1/2 inch diameter rubber or plastic hose, cut to required lengths and of uniform color, material and size to protect tree trunks from damage by wires.

2.2 SEED

- A. Seed may be mixed on-site by an approved method or pre-mixed by a dealer. If the seed is to be mixed on-site, seed shall be delivered to the site in separate containers for each variety of seed.
- B. Seed mix shall be the U.S. Fish & Wildlife Service, Cortland, New York Office Conservation Mix consisting of:

<u>Species</u>	<u>% Pure Seed (7/2017 Test)</u>
Ryegrass, Annual Centurion	39.33
Timothy, Climax	19.92
Orchard Grass, Extend	18.40
Red Top	9.81
Clover, Dutch White	4.96
Trefoil, Norcen	4.90
<u>Other</u>	
Other Crop	1.06
Weed Seed	0.21
Inert Matter	1.41

- . Seed mix shall be free of invasive species.
 - Application Rate: Per Manufacturer's recommendations.

- C. If seed is to be applied by hydroseeding methods, the solution shall consist of the following components:

Grass seed	6 lbs / 1,000 sq. ft.
Cellulose mulch	32 lbs / 1,000 sq. ft.
Fertilizer	15 lbs / 1,000 sq. ft.
Superphosphate	20 lbs / 1,000 sq. ft.

- D. If seeding is to be done in late fall, increase the seeding rate to 9 lbs / 1,000 sq. ft.

2.3 TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 6 percent to a maximum of 20 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
 - 1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - a. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient.
 - b. Additional loam, if required, shall be fertile, friable, agricultural soil, typical for locality, pH value compatible, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay lumps, stones, and other objects over two (2) inches in diameter, and free from other impurities, plants, weeds and roots.

2.4 SOIL AMENDMENTS

- A. When lime is required, the materials shall be ground limestone, hydrated lime or burnt lime. Lime materials shall contain a minimum of 50% total oxides and shall be ground such that 50% passes a #100 mesh sieve and 98-100 % shall pass a #20 mesh sieve. Lime will be incorporated into the top 3"-6" of soil by disking or other suitable means.

2.5 PLANT MATERIAL

If Plant Material is called for on the Drawings it shall meet the following requirements:

- A. Deciduous Trees: Provide trees of height and caliper scheduled or shown and with branching configuration recommend by ANSI Z60.1 for type and species required. Provide single stem trees except where special form are shown or listed.
- B. Plants should be in 1-2 gallon pots or bigger. Tree rootmass should balled and burlapped with wire caging.
- C. All plants shall be alive, not root bound, and free of disease and insect damage.
- D. All plants shall be well watered upon delivery and they will be watered regularly to keep the potting soil damp prior to planting.
- E. Perennial: Provide healthy field-grown plants from a commercial nursery, of species and variety shown or listed, complying with requirements in ANSI Z60.1.

2.6 ORNAMENTAL METAL FENCE

The following sections of the standard specifications shall apply:

Fences	607-2.01
Concrete Grouting and Anchoring Material	701-05

The following ASTM specification shall apply:

Standard Specification for Ornamental Fences Employing

ASTM F2408 Galvanized Steel Tubular Pickets

The ornamental steel picket fence shall come from one of the following manufacturers, or from an equal as approved by the Engineer ;

Master Halco
Monumental Iron Works Subsidiary
6500 Eastern Ave.
Baltimore, MD 21224
1-888-643-3623

Merchants Metals
165 Fanjoy Road
Statesville, NC 28625
704-872-0926
merchantsmetals.com

www.masterhalco.com

Ameristar Fence Products
1555 North Mingo Road
Tulsa, OK 74116
918-835-0989; 1-888-333-3422
ameristarfence.com

The fence system, including posts, rails, pickets, assemblies, accessories and hardware shall be produced from a single manufacturer, including any necessary erection accessories, fittings and fastenings.

Posts, Rails and Pickets

The size for all post, rail and pickets shall be according to ASTM F2408 for residential, commercial or industrial applications, as specified. Post, rail and picket spacing shall be as shown in the contract documents.

Pickets and railings shall be manufactured to create a fence panel assembly.

Finish for all pickets, rails, posts, fittings and accessories shall be as indicated on the Drawing.

Accessories

Accessories shall be steel (no aluminum) and as shown in the contract documents.

Hardware

All hardware used to assemble the ornamental steel picket fence shall be according to manufacturer's specifications.

When bracket options are available, the type of bracket to be used shall be specified in the contract documents.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify prepared soil base is properly rough graded and ready to receive the work of this Section.
- B. Verify trench backfilling has been inspected.
- C. Verify substrate base has been contoured and compacted.

- D. Beginning of landscaping work means acceptance of existing soil base, and site conditions.

3.2 PREPARATION

- A. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes in level areas.
- B. Remove foreign materials, debris, weeds, undesirable plants, roots, branches, stones in excess of 1/2 inch in size.
- C. Scarify subgrade to depth of four (4) inches where topsoil is scheduled. Scarify in areas where equipment is used for hauling and spreading topsoil and has compacted subsoil. The contractor should plan to use track machines to minimize the use of rubber tire machines to reduce over compaction of the subsoil.
- D. Saturate soil with water to test drainage.

3.3 PLACING AND TREATING TOPSOIL

- A. Place both stockpiled topsoil and additional loam during dry weather; place to a minimum compacted depth of six (6) inches on dry unfrozen subgrade. Treat additional loam with ground limestone.
- B. Fine grade topsoil, making changes in grade gradual, eliminating rough or low areas. Blend slopes into level areas. Manually spread topsoil close to trees, plants, and building to prevent damage. Roll, fill depressions to ensure positive drainage.
- C. Remove roots, weeds, rocks and foreign material while spreading.
- D. Remove surplus subsoil and topsoil from site. Leave stockpile areas and site clean and raked ready to receive grass.
- E. Fine grade the seed bed to remove all ridges and depressions, and the surface cleared of all stones one inch or more in diameter and all other debris.
- F. Smooth rake again and clear surface of all stones one inch or more in diameter and all other debris.

3.4 SATISFACTORY SEEDING

- A. Satisfactory Seeding: After leaf-out in spring following construction 80% cover.
- B. The Contractor shall be responsible for ensuring that seed mixture has successfully developed in to plant cover.

3.5 HYDROSEEDING

- A. Hydroseeding: Mix specified seed and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
 - 1. Mix slurry with fiber-mulch manufacturer's recommended tackifier.
 - 2. Apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500-lb/acre dry weigh, and seed component is deposited at not less than the specified seed-sowing rate.
- B. Site Preparation - Proper site preparation is essential to ensure complete contact of the protection matting with the soil. Grade and shape the area of installation. Remove all rocks, roots, clods, vegetative, or other obstructions so that the installed blankets or mats will have direct contact with the soil. Prepare seedbed by loosening 2–3 inches of topsoil above final grade. Incorporate amendments, such as lime, into soil according to soil test and the seeding plan
- C. Seed the area before installing blanket for erosion control and revegetation. Follow the manufacturer's instructions to ensure proper installation.

3.6 EXCAVATION FOR TREES AND SHRUBS

- A. Excavate pits, beds, and trenches with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.
- B. For balled and burlapped stock, make excavations at least half again as wide as the ball diameter and equal to the ball depth, plus following allowance for setting of ball on a layer of compacted backfill.
- C. Allow for 3-inch thick setting layer of planting soil mixture.

- D. For container grown stock, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.
- E. Dispose of subsoil removed from planting excavations. Do not mix with planting soil or use as backfill.
- F. Fill excavations for trees and shrubs with water and allow water to percolate out prior to planting.

3.7 PLANTING TREES AND SHRUBS

- A. Holes shall be dug larger than the width of the pot to facilitate mudding the plants in.
 - a. Soil will be mudding in around the root mass to eliminate any air pockets. Use a bucket with water and soil mixed together to get a consistency of cheap syrup.
 - b. Plants will be planted so that the collar of the shrub is at the soil surface or 1/8 in below the soil surface once the soil is muddied in
- B. Excavate pits, beds, and trenches for trees with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.
- C. For balled and burlapped stock, make excavations at least half again as wide as the ball diameter and equal to the ball depth, plus following allowance for setting of ball on a layer of compacted backfill.
- D. Allow for a three-inch (3)-inch thick setting layer of planting soil mixture.
- E. For container grown stock, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.
- F. Fill excavations for trees and shrubs with water and allow water to percolate out prior to planting.
- G. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove burlap from sides of balls; retain on bottoms. When set, place additional backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.

- H. Set container grown stock, as specified, for balled burlapped stock, except cut cans on two (2) sides with an approved can cutter; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
- I. Dish top of backfill to allow for mulching.
- J. Mulch pits, trenches, and planted areas. Provide not less than following thickness of mulch, and work into top of backfill and finish level with adjacent finish grades.
- K. Provide a four-inch (4") thickness of mulch.
- L. Apply anti-desiccant, using power spray, to provide an adequate film over trunks, branches, stems, twigs and foliage.
- M. If deciduous trees or shrubs are moved when in full-leaf, spray with anti-desiccant at nursery before moving and spray again two (2) weeks after planting.
- N. Prune, thin out, and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Landscape Architect or Engineer; do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.
- O. Remove and replace excessively pruned or mis-formed stock resulting from improper pruning.
- P. Guy and stake trees immediately after planting, as indicated.

3.8 TREE AND SHRUB PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Prune, thin, and shape trees and shrubs according to standard horticultural practice. Prune trees to retain required height and spread. Do not cut tree leaders; remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character.

3.9 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants as indicated.
- B. Dig holes large enough to allow spreading of roots and backfill with planting soil.

- C. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- D. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- E. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.10 PLANT MAINTENANCE

- A. Tree and Shrub Maintenance: Begin maintenance immediately after planting. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.
- B. Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- C. All sod shall be watered at weekly intervals for a minimum of four weeks following installation, unless otherwise specified or directed. When watered, sufficient water shall be applied to wet the sod at least 2 inches into the sod bed. Watering shall be done in a manner that will not cause erosion or other damage to the finished surfaces. Any surfaces that have settled, become gullied or otherwise damaged shall be repaired at the Contractor's expense to re-establish the grade and conditions of the soil prior to sodding and shall then be re-fertilized and re-sodded as specified under this work.

3.11 INSTALLATION OF ORNAMENTAL METAL FENCE

- A. The following section(s) of the standard specifications shall apply:

Fences 607-3.01

with the following additions and exceptions:

- Locations for fence posts shall be staked or marked out by the Contractor and approved before any posts foundations are dug, footers are drilled (for securing base plates) or concrete is poured (for cast-in-place embedded anchors).
- Fence panels shall be attached to the posts according to the

- manufacturer's instructions.
- When cutting and/or drilling rails or posts, follow manufacturer's instructions for sealing and painting all exposed surfaces.

Fence Installation

1. Verify that areas to receive fencing are completed to final grades and elevations.
2. Verify the fence and post layout before beginning installation.
3. Install fence posts, panels and gates (as appropriate) in accordance with manufacturer's instructions.
 - Mount or secure posts as indicated in the contract documents, according to manufacturer's instructions and with hardware supplied and/or approved by the manufacturer. Fence posts that are set using a base plate that is anchored by drilling into existing concrete shall be grouted using concrete grouting and anchoring materials (§701-05).
 - Attach fence/gate panel assemblies to posts using hardware specified by the manufacturer and according to the contract documents.
 - Install post caps and other accessories, as appropriate, according to manufacturer's instruction.
4. Damage to the paint system on any fence component will be evaluated to determine reparability. Paint damage deemed repairable shall be repaired in accordance with the manufacturer's recommendations.

3.12 SITE CLEANING AND REPAIR

- A. Absolutely no debris may be left on the site. Excavated material shall be removed as directed. Repair any damage to site or structures to restore them to their original condition.

3.13 CLEANUP AND PROTECTION

- A. During restoration work, keep pavements clean and work area in an orderly condition.
- B. Protect restoration work and materials from damage due to operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged restoration work as directed.
- C. Compaction: The Contractor shall keep all equipment, vehicular and pedestrian traffic off areas that have been seeded to prevent excessive

compaction and damage to young plants. Where such compaction has occurred, the Contractor shall rework the soil to make a suitable seedbed; then re-seed and mulch such areas with the full amount of the specified materials, at no extra charge to the Owner.

- D. This work will not be considered complete until all cleanup operations are complete. This shall include the removal of all debris resulting from the seeding operation. The Contractor shall be required to shape, grade, and establish vegetative cover in accordance with the specifications on all areas disturbed outside the normal limits of the construction.
- E. The Contractor shall care for the sodded areas until all work on the entire contract has been completed and accepted. When necessary, such care shall consist of providing protection against traffic by warning signs or barricades. In locations where mowing is specified, the grass shall be mowed until the acceptance of the Contract to a height of 3 inches when the growth reaches a height of 5 inches or as directed.

3.14 INSPECTION AND ACCEPTANCE

- A. When restoration work is completed, including maintenance, the Owner will, upon request, make an inspection to determine acceptability.
- B. When inspected restoration work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by the Owner and found to be acceptable.

PART 4 – MEASUREMENT AND PAYMENT

- 4.1 Item No. 5 – Site Restoration – Lump Sum (LS) – This work will be paid for at the contract lump sum price for “Site Restoration” which price shall include all equipment, labor, materials, and tools required to complete the work detailed above, including but not limited to furnishing any required additional topsoil, spreading additional and stockpiled topsoil, fine grading, seeding, mulching, furnishing and installing ornamental metal fence, and restoration of disturbed and construction access areas to pre-construction conditions.

There will be no measurement for this work. This work will be paid for at the contract lump sum price bid as a percentage of completion as determined by the Engineer.

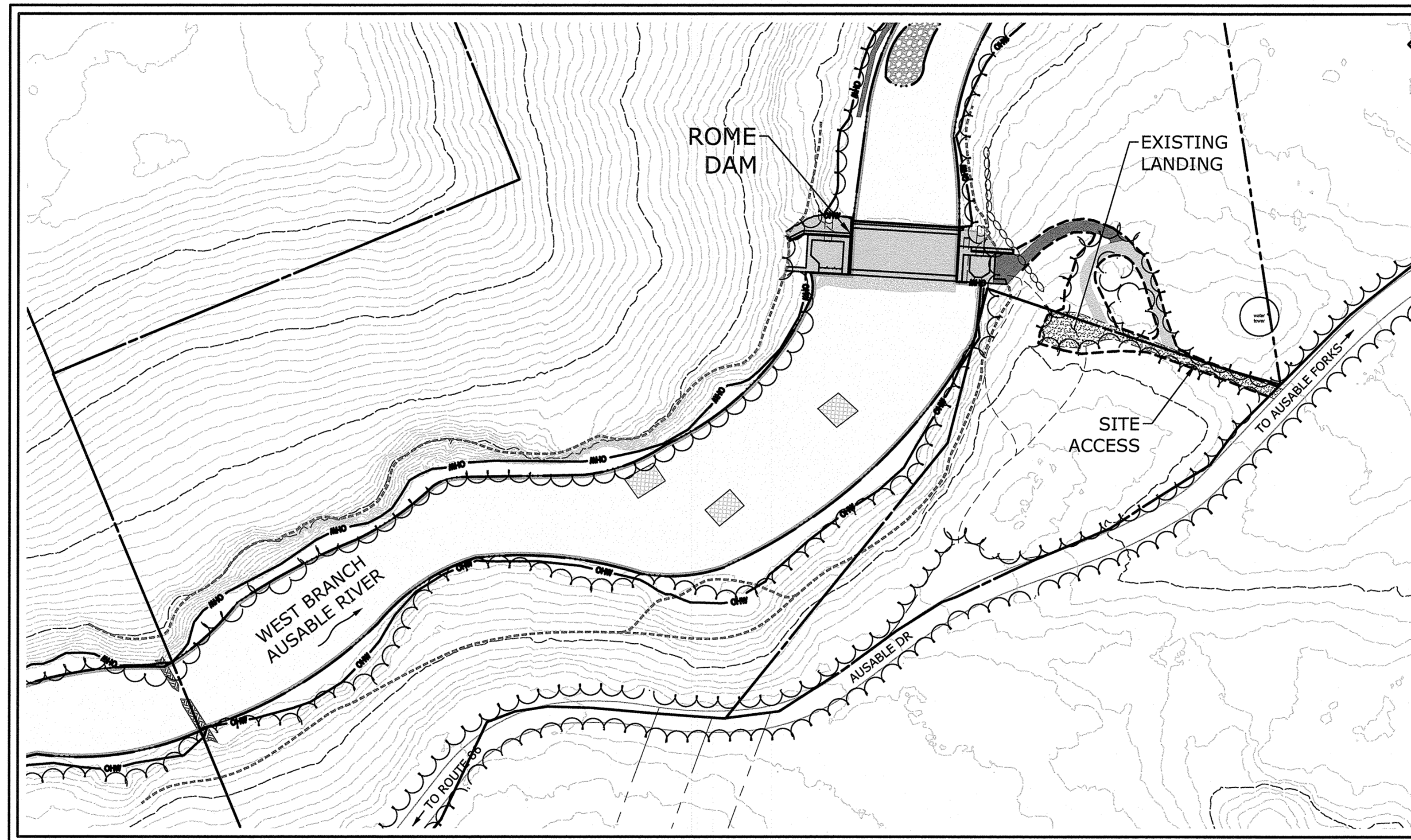
- 4.2 See Section 01270 – Unit Prices.

END OF SECTION 02900

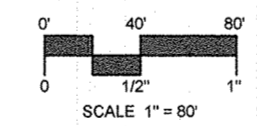
ROME DAM (NY ID #219-1082) REMOVAL

AUSABLE DRIVE
JAY, NEW YORK

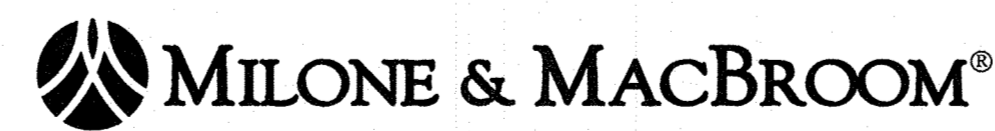
FINAL DESIGN (90%)
MARCH 7, 2018



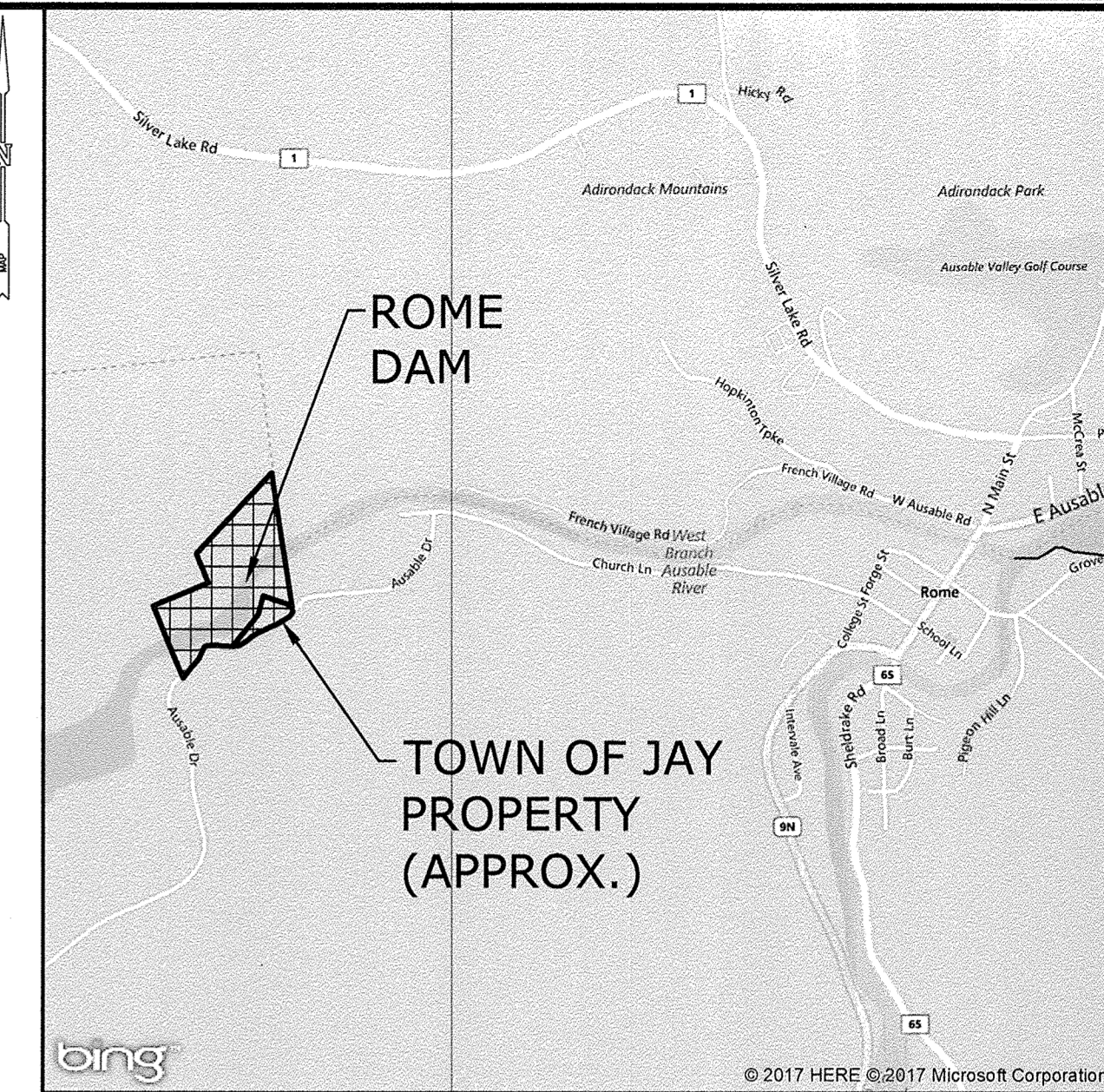
PROJECT SITE VICINITY MAP:



PREPARED BY:



1 South Main Street - 2nd Floor
Waterbury, Vermont 05676
(802) 882-8335 Fax (802) 882-8346
www.miloneandmacbroom.com



LOCATION MAP:

PREPARED FOR:

ESSEX COUNTY, NEW YORK
GOVERNMENT CENTER
7551 COURT STREET
ELIZABETHTOWN, NEW YORK 12932

OWNER:

TOWN OF JAY, NEW YORK

IN PARTNERSHIP WITH:

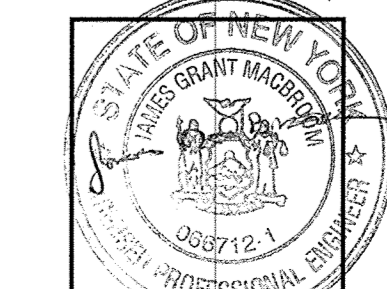
NYS GOVERNOR'S OFFICE OF STORM RECOVERY
AUSABLE RIVER ASSOCIATION
US FISH & WILDLIFE SERVICE

LIST OF DRAWINGS

NO.	NAME	TITLE
01	--	TITLE SHEET
02	SP-1	SITE PLAN - EXISTING CONDITIONS
03	SP-2	SITE PLAN - PROPOSED CONDITIONS AND SITE RESTORATION
04	SP-3	SITE PLAN - CONSTRUCTION SEQUENCE
05	SP-4	SITE PLAN - TRAFFIC & PEDESTRIAN CONTROL
06	SP-5	SITE PLAN - CONSTRUCTION ACCESS, CLEARING & SEDIMENT CONTROL
07	SP-6	SITE PLAN - WATER CONTROL
08	CS-1	CROSS SECTIONS
09	PRO-1	PROFILE / LAYOUT PLAN
10	REM-1	REMOVALS
11	DET-1	DETAILS
12	DET-2	DETAILS - HISTORICAL

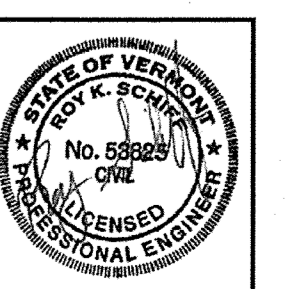
SEAL AND SIGNATURE

JAMES G. MACBROOM



P.E. NY# 066712-1

ROY K. SCHIFF



P.E. VT# 53825



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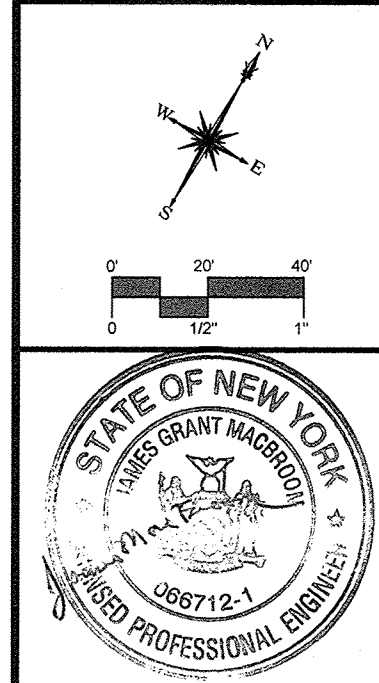
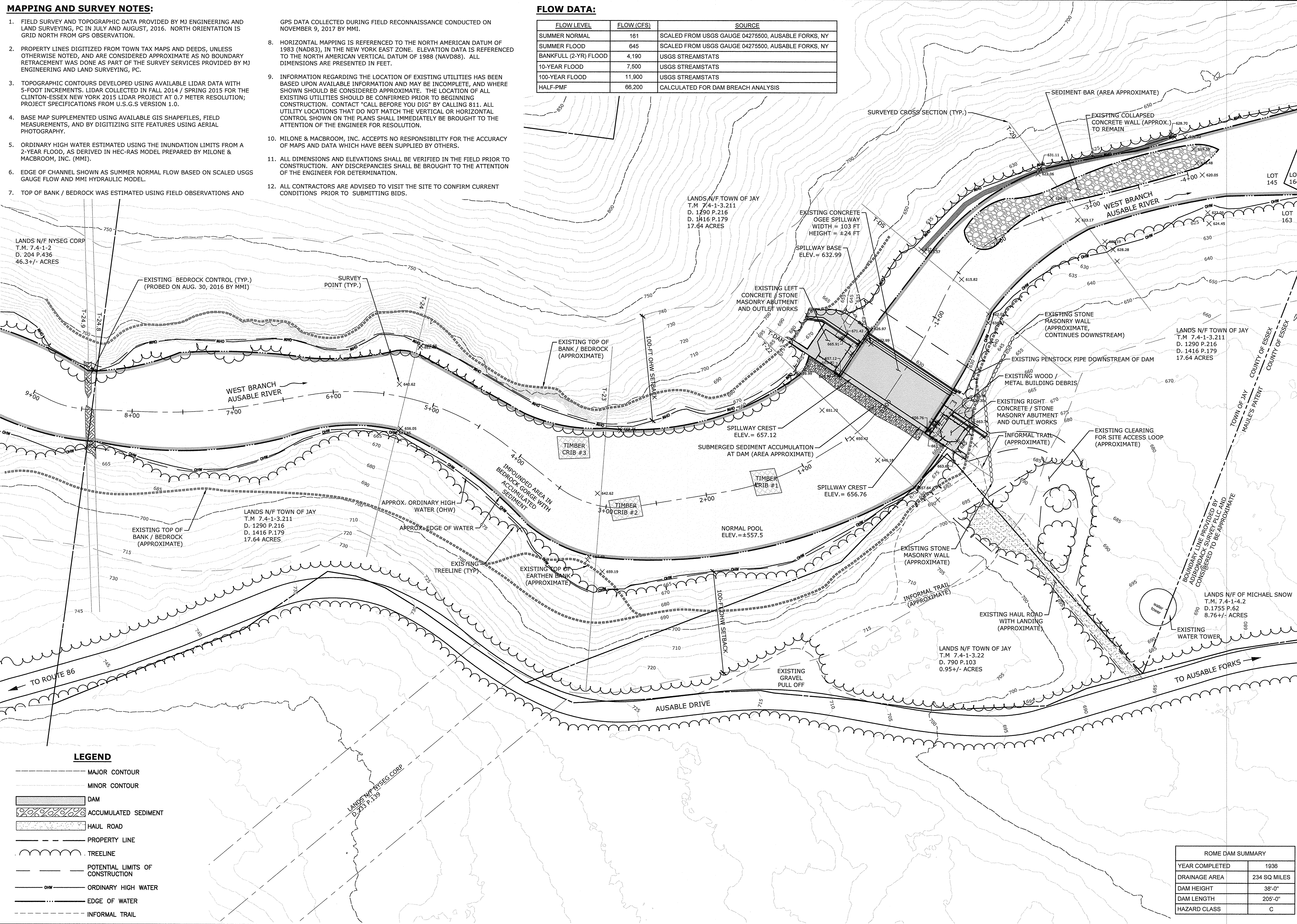
MAPPING AND SURVEY NOTES:

1. FIELD SURVEY AND TOPOGRAPHIC DATA PROVIDED BY MJ ENGINEERING AND LAND SURVEYING, PC IN JULY AND AUGUST, 2016. NORTH ORIENTATION IS GRID NORTH FROM GPS OBSERVATION.
2. PROPERTY LINES DIGITIZED FROM TOWN TAX MAPS AND DEEDS, UNLESS OTHERWISE NOTED, AND ARE CONSIDERED APPROXIMATE AS NO BOUNDARY RETRACEMENT WAS DONE AS PART OF THE SURVEY SERVICES PROVIDED BY MJ ENGINEERING AND LAND SURVEYING, PC.
3. TOPOGRAPHIC CONTOURS DEVELOPED USING AVAILABLE LIDAR DATA WITH 5-FOOT INCREMENTS. LIDAR COLLECTED IN FALL 2014 / SPRING 2015 FOR THE CLINTON-ESSEX NEW YORK 2015 LIDAR PROJECT AT 0.7 METER RESOLUTION; PROJECT SPECIFICATIONS FROM U.S.G.S VERSION 1.0.
4. BASE MAP SUPPLEMENTED USING AVAILABLE GIS SHAPEFILES, FIELD MEASUREMENTS, AND BY DIGITIZING SITE FEATURES USING AERIAL PHOTOGRAPHY.
5. ORDINARY HIGH WATER ESTIMATED USING THE INUNDATION LIMITS FROM A 2-YEAR FLOOD, AS DERIVED IN HEC-RAS MODEL PREPARED BY MILONE & MACBROOM, INC. (MMI).
6. EDGE OF CHANNEL SHOWN AS SUMMER NORMAL FLOW BASED ON SCALED USGS GAUGE FLOW AND MMI HYDRAULIC MODEL.
7. TOP OF BANK / BEDROCK WAS ESTIMATED USING FIELD OBSERVATIONS AND

8. GPS DATA COLLECTED DURING FIELD RECONNAISSANCE CONDUCTED ON NOVEMBER 9, 2017 BY MMI.
9. HORIZONTAL MAPPING IS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), IN THE NEW YORK EAST ZONE. ELEVATION DATA IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). ALL DIMENSIONS ARE PRESENTED IN FEET.
10. INFORMATION REGARDING THE LOCATION OF EXISTING UTILITIES HAS BEEN BASED UPON AVAILABLE INFORMATION AND MAY BE INCOMPLETE, AND WHERE SHOWN SHOULD BE CONSIDERED APPROXIMATE. THE LOCATION OF ALL EXISTING UTILITIES SHOULD BE CONFIRMED PRIOR TO BEGINNING CONSTRUCTION. CONTACT "CALL BEFORE YOU DIG" BY CALLING 811. ALL UTILITY LOCATIONS THAT DO NOT MATCH THE VERTICAL OR HORIZONTAL CONTROL SHOWN ON THE PLANS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION.
11. MILONE & MACBROOM, INC. ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF MAPS AND DATA WHICH HAVE BEEN SUPPLIED BY OTHERS.
12. ALL CONTRACTORS ARE ADVISED TO VISIT THE SITE TO CONFIRM CURRENT CONDITIONS PRIOR TO SUBMITTING BIDS.

FLOW DATA:

FLOW LEVEL	FLOW (CFS)	SOURCE
SUMMER NORMAL	161	SCALED FROM USGS GAUGE 04275000, AUSABLE FORKS, NY
SUMMER FLOOD	645	SCALED FROM USGS GAUGE 04275000, AUSABLE FORKS, NY
BANKFULL (2-YR) FLOOD	4,190	USGS STREAMSTATS
10-YEAR FLOOD	7,500	USGS STREAMSTATS
100-YEAR FLOOD	11,900	USGS STREAMSTATS
HALF-PMF	66,200	CALCULATED FOR DAM BREACH ANALYSIS



MILONE & MACBROOM
 1 South Main Street, 2nd Floor
 Westbury, New York 11591
 Phone: (516) 333-8346
 Fax: (516) 333-8346
 www.miloneandmacbroom.com

DESCRIPTION	DATE	BY

FINAL DESIGN (90%)

SITE PLAN - EXISTING CONDITIONS

ROME DAM (NY ID #219-1082) REMOVAL
 AUSABLE DRIVE
 JAY, NEW YORK

BMC	LAW	RKS
DESIGNED	DRAWN	CHECKED
SCALE: 1" = 40'		
DATE: MARCH 7, 2018		
PROJECT NO: 5810-01		
SHEET NO: 02 OF 12		
SP-1		

ROME DAM SUMMARY	
YEAR COMPLETED	1936
DRAINAGE AREA	234 SQ MILES
DAM HEIGHT	38'-0"
DAM LENGTH	205'-0"
HAZARD CLASS	C

GENERAL NOTES:

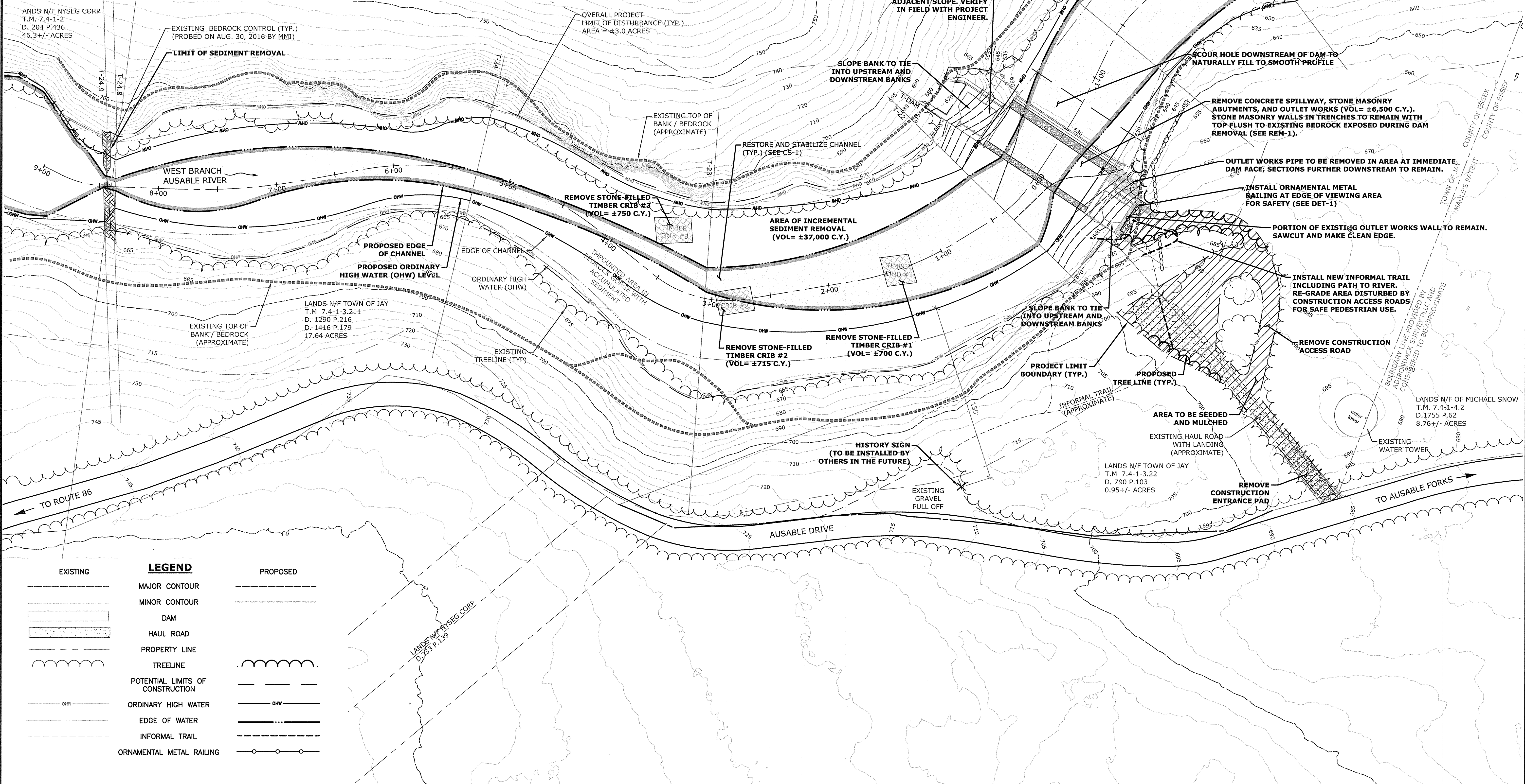
- THE PURPOSE OF THIS PROJECT IS TO REMOVE THE CONCRETE AND STONE MASONRY DAM, KNOWN AS THE ROME DAM, ON THE WEST BRANCH AUSABLE RIVER IN JAY, NEW YORK. PLANS INCLUDE DETAILS OF DECONSTRUCTION AND SITE RESTORATION.
- THE LOCATION OF ALL EXISTING UTILITIES SHOULD BE CONFIRMED PRIOR TO BEGINNING CONSTRUCTION. CALL "DIG SAFE" AT 1-888-DIG-SAFE (344-7233). THE CONTRACTOR SHALL TAKE PRECAUTIONS NOT TO DISTURB EXISTING UTILITIES.
- THE CONTRACTOR SHALL DESIGNATE A SUPERINTENDENT AT THE START OF CONSTRUCTION AND THE CONTRACTOR'S SUPERINTENDENT SHALL BE ON-SITE AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR AND HIS/HER JOB SUPERINTENDENT SHALL BE RESPONSIBLE FOR COMPLYING WITH THE JOB SPECIFICATIONS AND PERMIT REQUIREMENTS.
- ALL STORAGE AND ACCESS ROUTES, PEDESTRIAN FENCES/BARRIERS, AND LIMITS OF CLEARING SHALL BE FLAGGED BY CONTRACTOR PRIOR TO CONSTRUCTION AND APPROVED BY TOWN AND PROJECT ENGINEER.
- WORKING HOURS SHALL BE APPROVED BY TOWN AND PROJECT ENGINEER.
- NO CONSTRUCTION VEHICLES SHALL BE STORED, SERVICED, WASHED OR FLUSHED IN A LOCATION WHERE LEAKS, SPILLAGE, WASTE MATERIALS, CLEANERS, OR WATERS WILL BE INTRODUCED OR FLOW INTO WETLANDS OR WATERCOURSES. AN EMERGENCY MANAGEMENT PLAN AND SPILL KIT WILL BE MAINTAINED ON SITE AT ALL TIMES. IN THE EVENT OF AN ACCIDENTAL RELEASE, IMMEDIATELY STOP CONSTRUCTION WORK, CONTAIN THE SPILL, AND NOTIFY THE TOWN, APPROPRIATE AUTHORITIES AND PROJECT ENGINEER. THE SPILL KIT MUST CONTAIN AT A MINIMUM A CONTAINMENT BOOM, STRAW OR OTHER ABSORBENT MATERIALS, AND BUCKETS.
- STORAGE AND OR USE OF CHEMICALS, FUELS, OILS, GREASES,

- BITUMINOUS MATERIALS, SOLIDS, WASTE WASHINGS, AND CEMENT SHALL BE HANDLED APPROPRIATELY AS TO PREVENT LEACHING OR SURFACE RUNOFF INTO WETLANDS, WATERCOURSES, OR DRAINS. ALL APPROVED STORAGE FOR THESE MATERIALS MUST BE CONTAINED.
- EQUIPMENT SHALL BE REMOVED FROM THE RIVER PRIOR TO REFUELING. NO REFUELING OF EQUIPMENT ALLOWED IN THE WATER.
- ALL EQUIPMENT AND VEHICLES SHALL BE CLEANED PRIOR TO AND FOLLOWING CONSTRUCTION TO REDUCE THE POTENTIAL FOR SPREAD OF INVASIVE SPECIES AND SEDIMENT.
- THE PROJECT SITE IS SUBJECT TO FLOODING. THE CONTRACTOR SHALL MONITOR WEATHER FORECASTS AND STABILIZE THE CONSTRUCTION SITE AND REMOVE EQUIPMENT FROM FLOOD PRONE AREAS IN THE EVENT OF FLOOD WARNINGS.
- WORK SHOULD BE PERFORMED DURING LOW WATER.
- THERE SHALL BE NO CLAIMS FOR EXTRA COMPENSATION DUE TO DELAYS IN WATER CONTROL ASSOCIATED WITH HIGH WATER LEVELS FROM NATURAL EVENTS SUCH AS FLOODS.
- THE CONTRACTOR SHALL MAINTAIN ALL ROADWAYS, SIDEWALKS, AND WALKWAYS IN THE AREA FREE OF SOIL, MUD, AND CONSTRUCTION DEBRIS. CONSTRUCTION ENTRANCES MUST BE MAINTAINED AT EACH SITE ACCESS POINT. SEE PLANS AND DETAILS.
- CONTRACTOR MUST COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL PERMITS THROUGHOUT DURATION OF PROJECT.
- ALL CONCRETE, REINFORCING STEEL, AND STONE MASONRY IS TO BE REMOVED FROM RIVER AND DISPOSED OF OR RECYCLED OFF SITE.

- PROPOSED LAYOUT, PROFILE, AND CROSS SECTIONS ARE TO BE STAKED BY THE CONTRACTOR AND APPROVED BY THE PROJECT ENGINEER. FINAL DIMENSIONS WILL BE FINE-TUNED IN THE FIELD BY THE PROJECT ENGINEER.
- BEDROCK REMOVAL IS NOT PROPOSED. DO NOT REMOVE BEDROCK WITHOUT DIRECTION OF PROJECT ENGINEER.
- EXCAVATION TO BE PERFORMED BY MECHANICAL MEANS ONLY - BLASTING AND HYDRAULIC DREDGING ARE NOT PERMITTED. DO NOT OVER-EXCAVATE. PROJECT ENGINEER TO REVIEW PROPOSED GRADES WITH CONTRACTOR AS WORK PROGRESSES.
- ALL AREAS SURROUNDING THE PROJECT SITE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED UPON COMPLETION OF CONSTRUCTION. THE RESTORATION OF THE SITE IS SUBJECT TO APPROVAL BY THE TOWN AND THE PROJECT ENGINEER.
- FOLLOWING COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PARTICIPATE IN A FINAL SITE INSPECTION WITH THE TOWN AND PROJECT ENGINEER FOR THE PURPOSE OF VERIFYING THAT THE PROJECT HAS BEEN COMPLETED ACCORDING TO THE CONSTRUCTION PLANS, SPECIFICATIONS AND THE TERMS AND CONDITIONS OF THE CONTRACT.

SITE RESTORATION NOTES:

- PRESERVE EXISTING NATIVE VEGETATION AS POSSIBLE.
- EXISTING VEGETATION AND TOPSOIL SHOULD BE REMOVED, STOCKPILED, AND REINSTALLED ON EXPOSED SOILS FOLLOWING CONSTRUCTION, AS POSSIBLE.
- REMOVE TEMPORARY ACCESS ROADS AND TEMPORARY STOCKPILE AND STAGING AREAS.
- SEED ALL AREAS DISTURBED DURING CONSTRUCTION USING THE U.S. FISH AND WILDLIFE SERVICE CORTLAND OFFICE'S CONSERVATION MIX
- MULCH DISTURBED AREAS ACCORDING TO THE STANDARD AND SPECIFICATIONS FOR MULCHING REFERENCED IN THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL, 2016.
- RESTORE ENTIRE PROJECT SITE TO ORIGINAL OR IMPROVED CONDITION TO BE APPROVED BY THE PROJECT ENGINEER.



LEGEND

EXISTING	MAJOR CONTOUR	PROPOSED
(Symbol)	(Symbol)	(Symbol)
(Symbol)	MINOR CONTOUR	(Symbol)
(Symbol)	DAM	(Symbol)
(Symbol)	HAUL ROAD	(Symbol)
(Symbol)	PROPERTY LINE	(Symbol)
(Symbol)	TREELINE	(Symbol)
(Symbol)	POTENTIAL LIMITS OF CONSTRUCTION	(Symbol)
(Symbol)	ORDINARY HIGH WATER	(Symbol)
(Symbol)	EDGE OF WATER	(Symbol)
(Symbol)	INFORMAL TRAIL	(Symbol)
(Symbol)	ORNAMENTAL METAL RAILING	(Symbol)

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DESCRIPTION	DATE	BY
RAILING LENGTH ADJUSTED	3/14/2018	LAW
SIGN MOVED	3/14/2018	LAW

SITE PLAN - PROPOSED CONDITIONS AND SITE RESTORATION

ROME DAM (NY ID #219-1082) REMOVAL

AUSABLE DRIVE
JAY, NEW YORK

BMK/RKS	LAW	RKS
DESIGNED	DRAWN	CHECKED

SCALE: 1" = 40'

DATE: MARCH 7, 2018

PROJECT NO: 5810-01

SHEET NO: 03 OF 12

SP-2

FINAL DESIGN (90%)

CONSTRUCTION SEQUENCE NOTES:

THIS PROPOSED DAM REMOVAL SEQUENCE IS PROVIDED AS A RECOMMENDED APPROACH. THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A PROPOSED SEQUENCE TO THE PROJECT ENGINEER FOR APPROVAL PRIOR TO THE START OF CONSTRUCTION.

A STEP A: PRE-CONSTRUCTION ACTIVITIES:

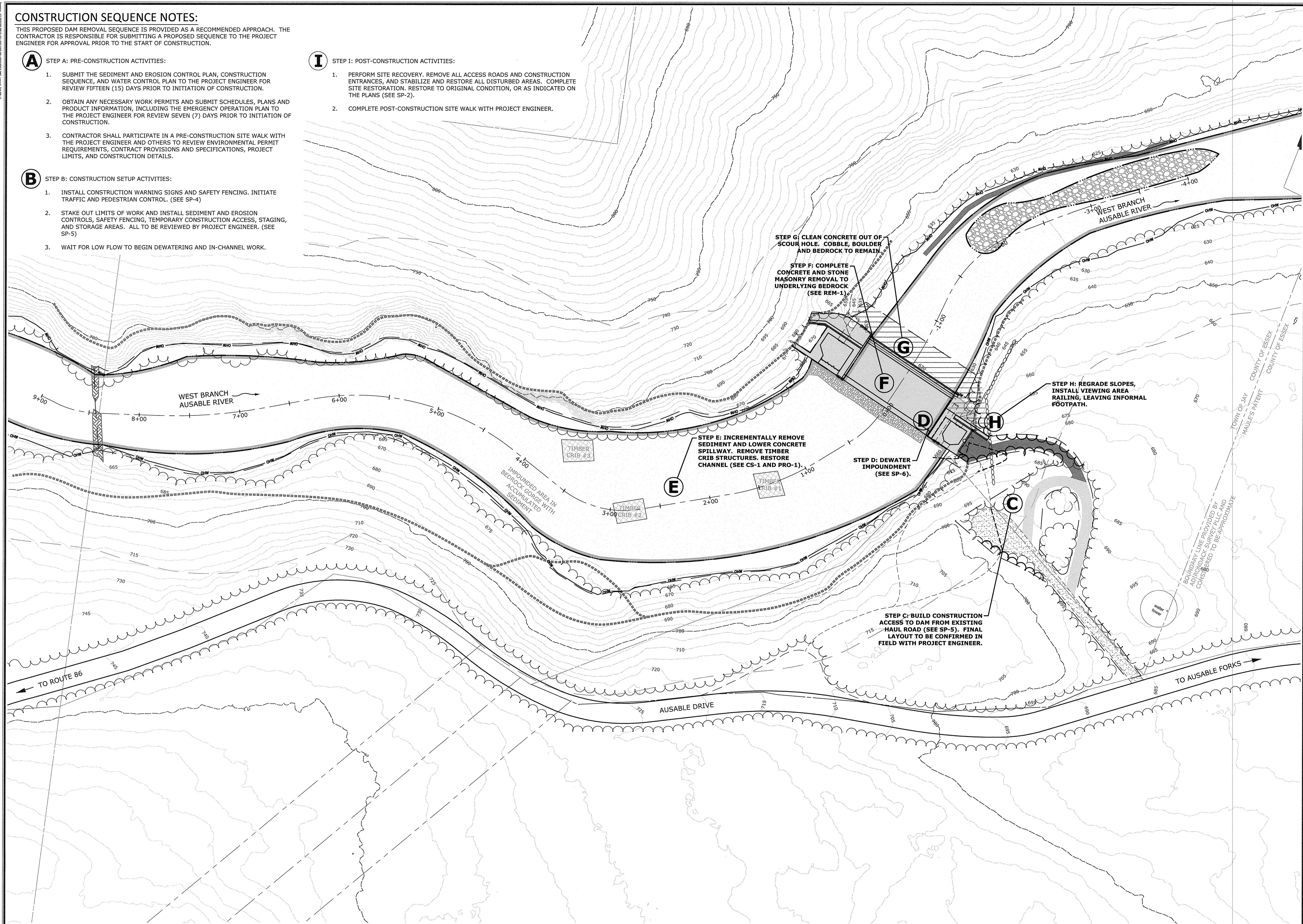
1. SUBMIT THE SEDIMENT AND EROSION CONTROL PLAN, CONSTRUCTION SEQUENCE, AND WATER CONTROL PLAN TO THE PROJECT ENGINEER FOR REVIEW FIFTEEN (15) DAYS PRIOR TO INITIATION OF CONSTRUCTION.
2. OBTAIN ANY NECESSARY WORK PERMITS AND SUBMIT SCHEDULES, PLANS AND PRODUCT INFORMATION, INCLUDING THE EMERGENCY OPERATION PLAN TO THE PROJECT ENGINEER FOR REVIEW SEVEN (7) DAYS PRIOR TO INITIATION OF CONSTRUCTION.
3. CONTRACTOR SHALL PARTICIPATE IN A PRE-CONSTRUCTION SITE WALK WITH THE PROJECT ENGINEER AND OTHERS TO REVIEW ENVIRONMENTAL PERMIT REQUIREMENTS, CONTRACT PROVISIONS AND SPECIFICATIONS, PROJECT LIMITS, AND CONSTRUCTION DETAILS.

B STEP B: CONSTRUCTION SETUP ACTIVITIES:

1. INSTALL CONSTRUCTION WARNING SIGNS AND SAFETY FENCING. INITIATE TRAFFIC AND PEDESTRIAN CONTROL. (SEE SP-4)
2. STAKE OUT LIMITS OF WORK AND INSTALL SEDIMENT AND EROSION CONTROLS, SAFETY FENCING, TEMPORARY CONSTRUCTION ACCESS, STAGING, AND STORAGE AREAS. ALL TO BE REVIEWED BY PROJECT ENGINEER. (SEE SP-5)
3. WAIT FOR LOW FLOW TO BEGIN DEWATERING AND IN-CHANNEL WORK.

I STEP I: POST-CONSTRUCTION ACTIVITIES:

1. PERFORM SITE RECOVERY. REMOVE ALL ACCESS ROADS AND CONSTRUCTION ENTRANCES, AND STABILIZE AND RESTORE ALL DISTURBED AREAS. COMPLETE SITE RESTORATION. RESTORE TO ORIGINAL CONDITION, OR AS INDICATED ON THE PLANS (SEE SP-2).
2. COMPLETE POST-CONSTRUCTION SITE WALK WITH PROJECT ENGINEER.



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DESCRIPTION	DATE	BY
RAILING LENGTH ADJUSTED	3/14/2018	LAW

FINAL DESIGN (90%)

SITE PLAN - CONSTRUCTION SEQUENCE

ROME DAM (NY ID #219-1082) REMOVAL

AUSABLE DRIVE
JAY, NEW YORK

RKS DESIGNED	LAW DRAWN	RKS CHECKED
1" = 40'		
SCALE		
DATE		
MARCH 7, 2018		
PROJECT NO.		
5810-01		
SHEET NO.		
04 OF 12		
SP-3		

BOUNDARY LINE PROVIDED BY CONTROL DACK SURVEY, PLLC AND CONSIDERED TO BE APPROXIMATE

TOWN OF JAY COUNTY OF ESSEX MAULE'S PATENT COUNTY OF ESSEX

TO ROUTE 86

TO AUSABLE FORKS

IMPOUNDED AREA IN BEDROCK GORGE WITH ACCUMULATED SEDIMENT

STEP A: PRE-CONSTRUCTION ACTIVITIES:

STEP B: CONSTRUCTION SETUP ACTIVITIES:

STEP C: BUILD CONSTRUCTION ACCESS TO DAM FROM EXISTING HAUL ROAD (SEE SP-5). FINAL LAYOUT TO BE CONFIRMED IN FIELD WITH PROJECT ENGINEER.

STEP D: DEWATER IMPOUNDMENT (SEE SP-6).

STEP E: INCREMENTALLY REMOVE SEDIMENT AND LOWER CONCRETE SPILLWAY. REMOVE TIMBER CRIB STRUCTURES. RESTORE CHANNEL (SEE CS-1 AND PRO-1).

STEP F: COMPLETE CONCRETE AND STONE MASONRY REMOVAL TO UNDERLYING BEDROCK (SEE REM-1).

STEP G: CLEAN CONCRETE OUT OF SCOUR HOLE. COBBLE, BOULDER AND BEDROCK TO REMAIN.

STEP H: REGRADE SLOPES, INSTALL VIEWING AREA RAILING, LEAVING INFORMAL FOOTPATH.

WATER TOWER

AUSABLE DRIVE

WEST BRANCH AUSABLE RIVER

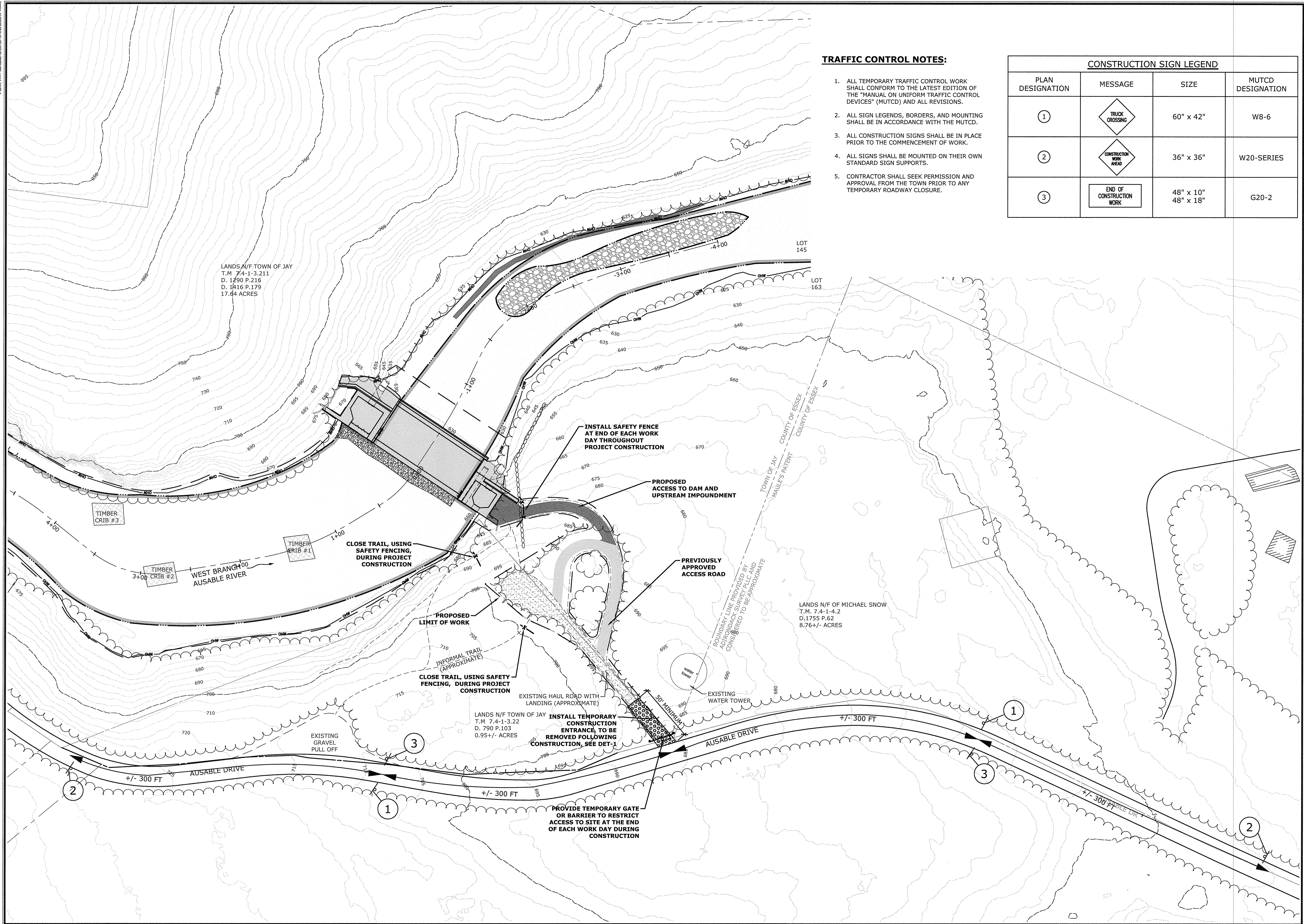
TIMBER CRIB #1

TIMBER CRIB #2

TIMBER CRIB #3

9+00 8+00 7+00 6+00 5+00 4+00 3+00 2+00 1+00

745 740 735 730 725 720 715 710 705 700 695 690 685 680 675 670 665 660 655 650 645 640 635 630 625 620 615 610 605 600 595 590 585 580 575 570 565 560 555 550 545 540 535 530 525 520 515 510 505 500 495 490 485 480 475 470 465 460 455 450 445 440 435 430 425 420 415 410 405 400 395 390 385 380 375 370 365 360 355 350 345 340 335 330 325 320 315 310 305 300 295 290 285 280 275 270 265 260 255 250 245 240 235 230 225 220 215 210 205 200 195 190 185 180 175 170 165 160 155 150 145 140 135 130 125 120 115 110 105 100 95 90 85 80 75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0



TRAFFIC CONTROL NOTES:

1. ALL TEMPORARY TRAFFIC CONTROL WORK SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND ALL REVISIONS.
2. ALL SIGN LEGENDS, BORDERS, AND MOUNTING SHALL BE IN ACCORDANCE WITH THE MUTCD.
3. ALL CONSTRUCTION SIGNS SHALL BE IN PLACE PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL SIGNS SHALL BE MOUNTED ON THEIR OWN STANDARD SIGN SUPPORTS.
5. CONTRACTOR SHALL SEEK PERMISSION AND APPROVAL FROM THE TOWN PRIOR TO ANY TEMPORARY ROADWAY CLOSURE.

CONSTRUCTION SIGN LEGEND			
PLAN DESIGNATION	MESSAGE	SIZE	MUTCD DESIGNATION
①	TRUCK CROSSING	60" x 42"	W8-6
②	CONSTRUCTION WORK AHEAD	36" x 36"	W20-SERIES
③	END OF CONSTRUCTION WORK	48" x 10" 48" x 18"	G20-2

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DESCRIPTION	DATE	BY

SITE PLAN - TRAFFIC & PEDESTRIAN CONTROL
ROME DAM (NY ID #219-1082) REMOVAL
 AUSABLE DRIVE
 JAY, NEW YORK

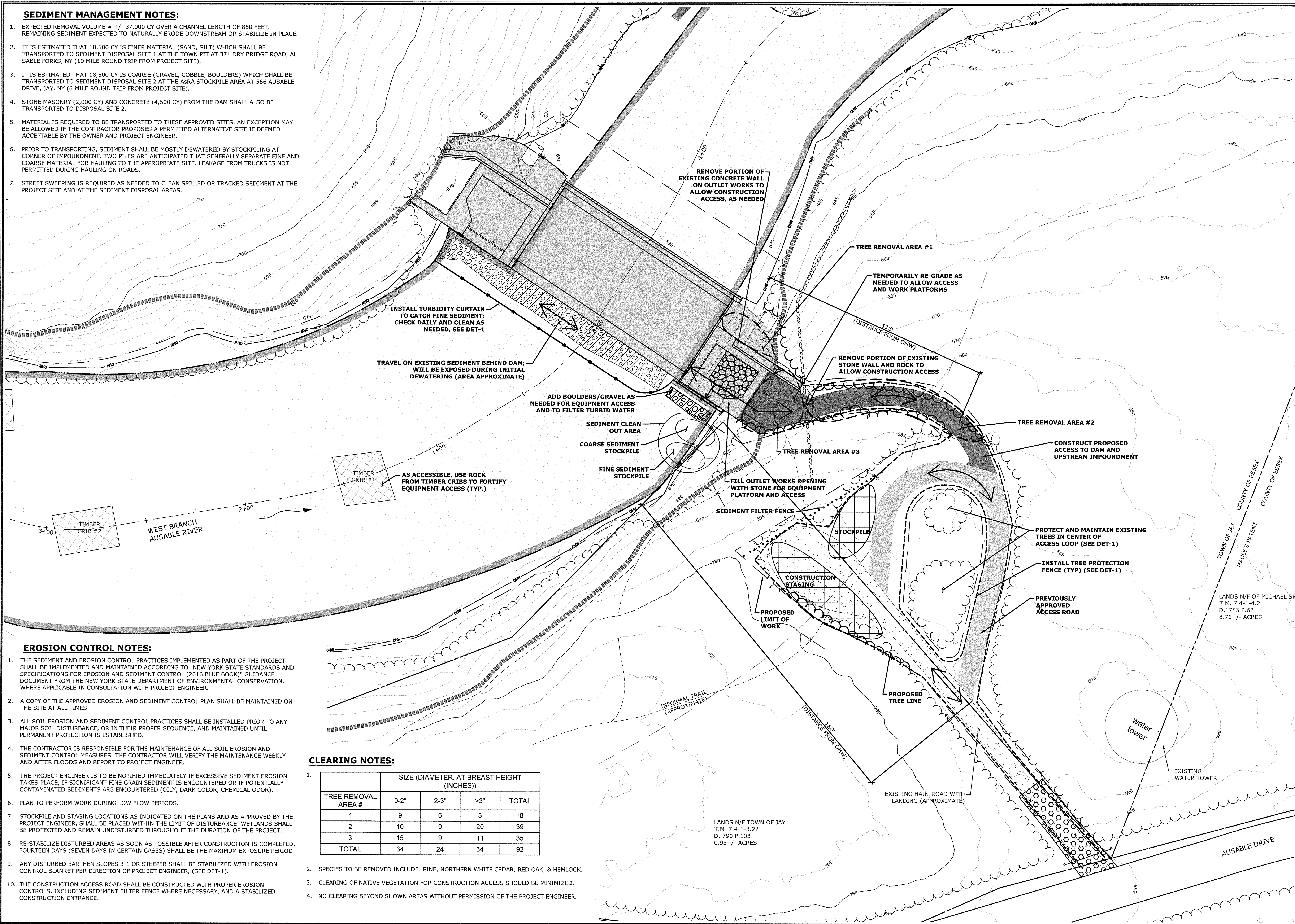
RKS LAW BMC
 DESIGNED DRAWN CHECKED
 SCALE: 1" = 40'
 DATE: MARCH 7, 2018
 PROJECT NO: 5810-01
 SHEET NO: 5 OF 12

SP-4

FINAL DESIGN (90%)

SEDIMENT MANAGEMENT NOTES:

1. EXPECTED REMOVAL VOLUME = +/- 37,000 CY OVER A CHANNEL LENGTH OF 850 FEET. REMAINING SEDIMENT EXPECTED TO NATURALLY ERODE DOWNSTREAM OR STABILIZE IN PLACE.
2. IT IS ESTIMATED THAT 18,500 CY IS FINER MATERIAL (SAND, SILT) WHICH SHALL BE TRANSPORTED TO SEDIMENT DISPOSAL SITE 1 AT THE TOWN PIT AT 371 DRY BRIDGE ROAD, AU SABLE FORKS, NY (10 MILE ROUND TRIP FROM PROJECT SITE).
3. IT IS ESTIMATED THAT 18,500 CY IS COARSE (GRAVEL, COBBLE, BOULDERS) WHICH SHALL BE TRANSPORTED TO SEDIMENT DISPOSAL SITE 2 AT THE ASRA STOCKPILE AREA AT 566 AUSABLE DRIVE, JAY, NY (6 MILE ROUND TRIP FROM PROJECT SITE).
4. STONE MASONRY (2,000 CY) AND CONCRETE (4,500 CY) FROM THE DAM SHALL ALSO BE TRANSPORTED TO DISPOSAL SITE 2.
5. MATERIAL IS REQUIRED TO BE TRANSPORTED TO THESE APPROVED SITES. AN EXCEPTION MAY BE ALLOWED IF THE CONTRACTOR PROPOSES A PERMITTED ALTERNATIVE SITE IF DEEMED ACCEPTABLE BY THE OWNER AND PROJECT ENGINEER.
6. PRIOR TO TRANSPORTING, SEDIMENT SHALL BE MOSTLY DEWATERED BY STOCKPILING AT CORNER OF IMPOUNDMENT. TWO PILES ARE ANTICIPATED THAT GENERALLY SEPARATE FINE AND COARSE MATERIAL FOR HAULING TO THE APPROPRIATE SITE. LEAKAGE FROM TRUCKS IS NOT PERMITTED DURING HAULING ON ROADS.
7. STREET SWEEPING IS REQUIRED AS NEEDED TO CLEAN SPILLED OR TRACKED SEDIMENT AT THE PROJECT SITE AND AT THE SEDIMENT DISPOSAL AREAS.



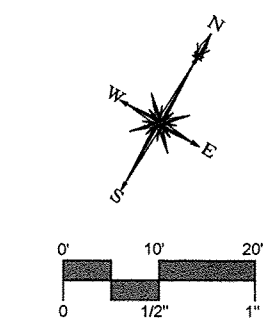

EROSION CONTROL NOTES:

1. THE SEDIMENT AND EROSION CONTROL PRACTICES IMPLEMENTED AS PART OF THE PROJECT SHALL BE IMPLEMENTED AND MAINTAINED ACCORDING TO "NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL (2016 BLUE BOOK)" GUIDANCE DOCUMENT FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, WHERE APPLICABLE IN CONSULTATION WITH PROJECT ENGINEER.
2. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
3. ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE, OR IN THEIR PROPER SEQUENCE, AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES. THE CONTRACTOR WILL VERIFY THE MAINTENANCE WEEKLY AND AFTER FLOODS AND REPORT TO PROJECT ENGINEER.
5. THE PROJECT ENGINEER IS TO BE NOTIFIED IMMEDIATELY IF EXCESSIVE SEDIMENT EROSION TAKES PLACE, IF SIGNIFICANT FINE GRAIN SEDIMENT IS ENCOUNTERED OR IF POTENTIALLY CONTAMINATED SEDIMENTS ARE ENCOUNTERED (OILY, DARK COLOR, CHEMICAL ODOR).
6. PLAN TO PERFORM WORK DURING LOW FLOW PERIODS.
7. STOCKPILE AND STAGING LOCATIONS AS INDICATED ON THE PLANS AND AS APPROVED BY THE PROJECT ENGINEER, SHALL BE PLACED WITHIN THE LIMIT OF DISTURBANCE. WETLANDS SHALL BE PROTECTED AND REMAIN UNDISTURBED THROUGHOUT THE DURATION OF THE PROJECT.
8. RE-STABILIZE DISTURBED AREAS AS SOON AS POSSIBLE AFTER CONSTRUCTION IS COMPLETED. FOURTEEN DAYS (SEVEN DAYS IN CERTAIN CASES) SHALL BE THE MAXIMUM EXPOSURE PERIOD
9. ANY DISTURBED EARTHEN SLOPES 3:1 OR STEEPER SHALL BE STABILIZED WITH EROSION CONTROL BLANKET PER DIRECTION OF PROJECT ENGINEER, (SEE DET-1).
10. THE CONSTRUCTION ACCESS ROAD SHALL BE CONSTRUCTED WITH PROPER EROSION CONTROLS, INCLUDING SEDIMENT FILTER FENCE WHERE NECESSARY, AND A STABILIZED CONSTRUCTION ENTRANCE.

CLEARING NOTES:

1.

TREE REMOVAL AREA #	SIZE (DIAMETER, AT BREAST HEIGHT (INCHES))			TOTAL
	0-2"	2-3"	>3"	
1	9	6	3	18
2	10	9	20	39
3	15	9	11	35
TOTAL	34	24	34	92
2. SPECIES TO BE REMOVED INCLUDE: PINE, NORTHERN WHITE CEDAR, RED OAK, & HEMLOCK.
3. CLEARING OF NATIVE VEGETATION FOR CONSTRUCTION ACCESS SHOULD BE MINIMIZED.
4. NO CLEARING BEYOND SHOWN AREAS WITHOUT PERMISSION OF THE PROJECT ENGINEER.

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DESCRIPTION	DATE	BY

SITE PLAN - CONSTRUCTION ACCESS, CLEARING & SEDIMENT CONTROL

ROME DAM (NY ID #219-1082) REMOVAL

AUSABLE DRIVE
JAY, NEW YORK

FINAL DESIGN (90%)

RKS DESIGNED	LAW DRAWN	RKS CHECKED

SCALE: 1" = 20'

DATE: MARCH 7, 2018

PROJECT NO: 5810-01

SHEET NO: 6 OF 12

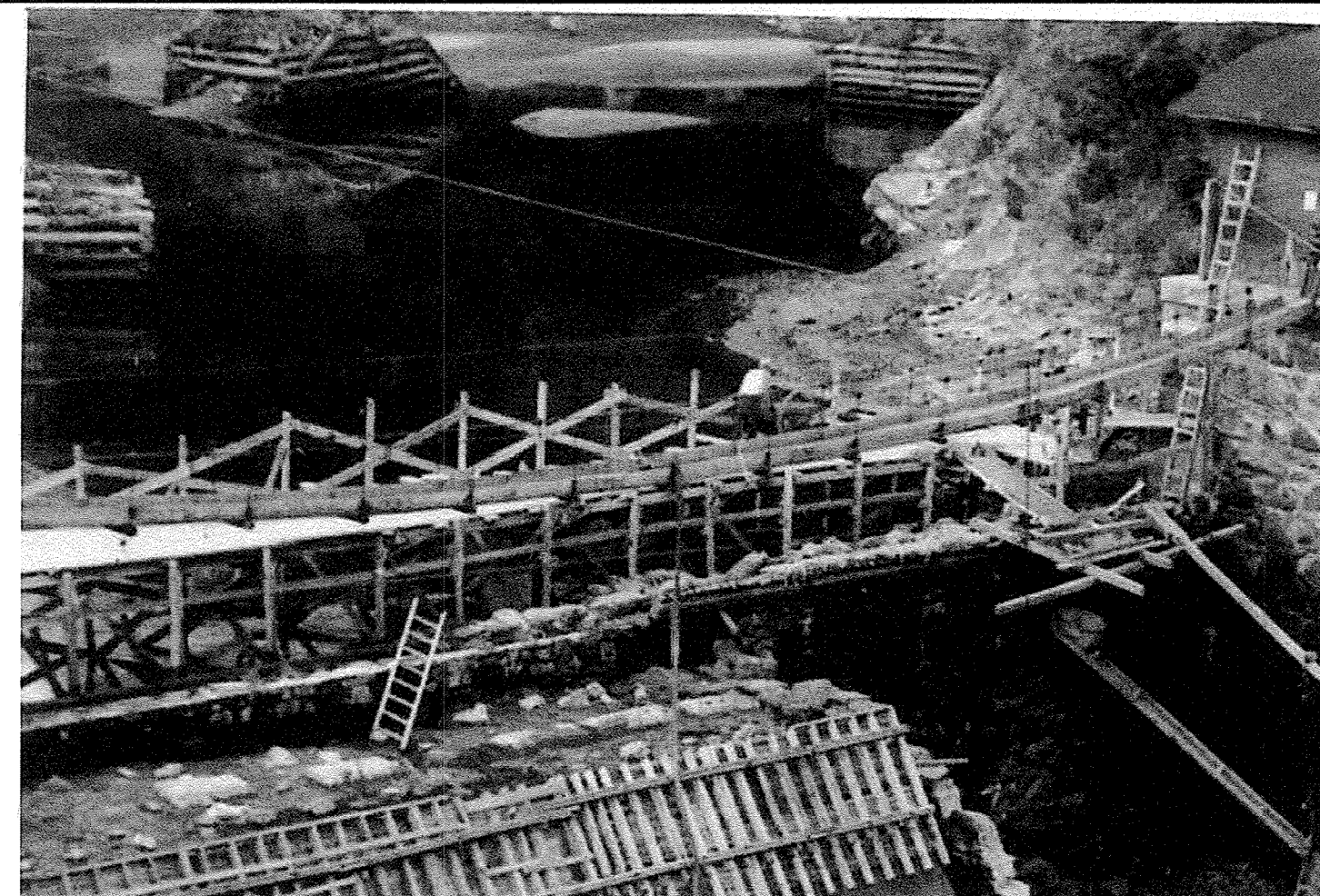
SP-5

SHEET NAME

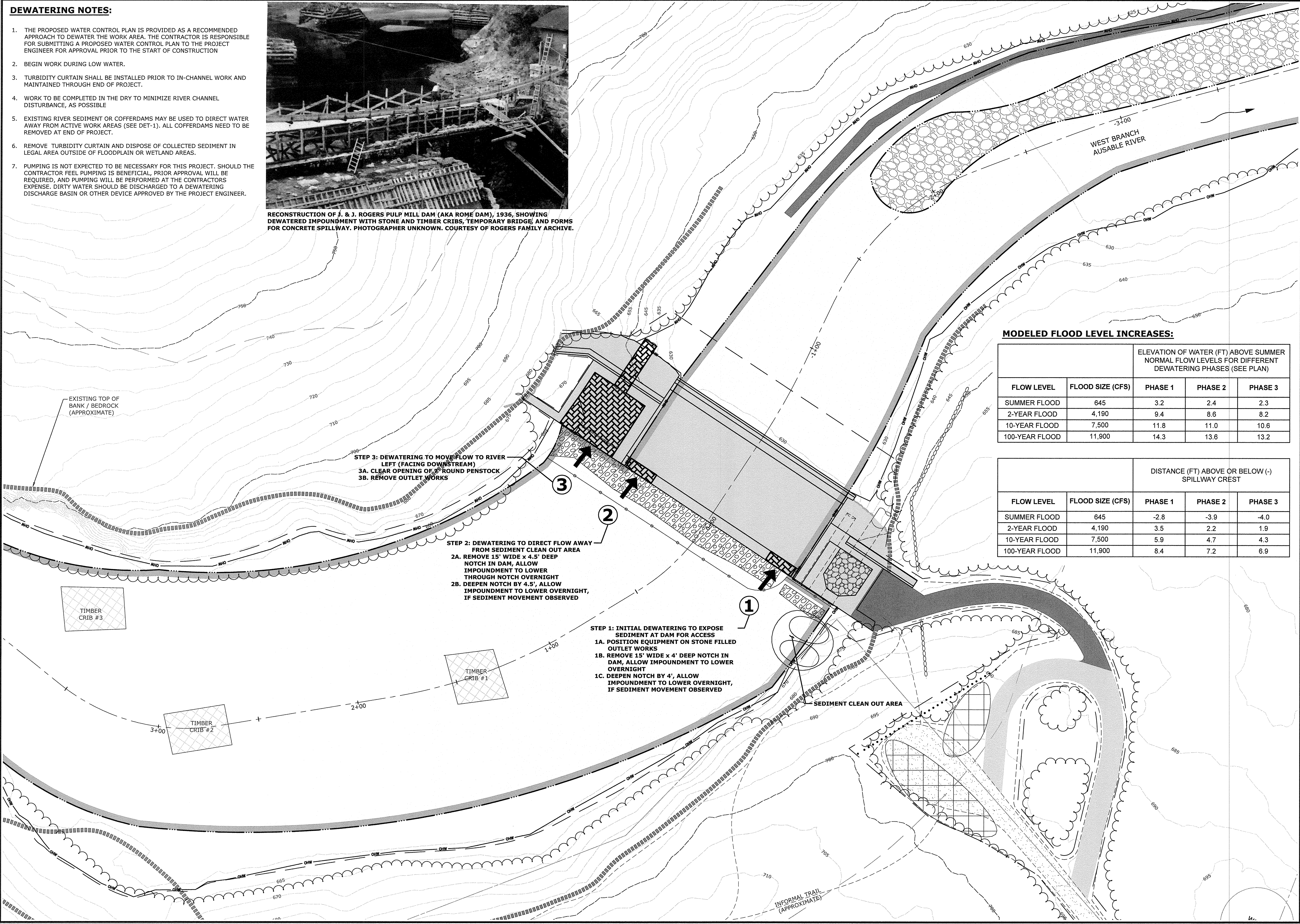
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DEWATERING NOTES:

1. THE PROPOSED WATER CONTROL PLAN IS PROVIDED AS A RECOMMENDED APPROACH TO DEWATER THE WORK AREA. THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A PROPOSED WATER CONTROL PLAN TO THE PROJECT ENGINEER FOR APPROVAL PRIOR TO THE START OF CONSTRUCTION
2. BEGIN WORK DURING LOW WATER.
3. TURBIDITY CURTAIN SHALL BE INSTALLED PRIOR TO IN-CHANNEL WORK AND MAINTAINED THROUGH END OF PROJECT.
4. WORK TO BE COMPLETED IN THE DRY TO MINIMIZE RIVER CHANNEL DISTURBANCE, AS POSSIBLE
5. EXISTING RIVER SEDIMENT OR COFFERDAMS MAY BE USED TO DIRECT WATER AWAY FROM ACTIVE WORK AREAS (SEE DET-1). ALL COFFERDAMS NEED TO BE REMOVED AT END OF PROJECT.
6. REMOVE TURBIDITY CURTAIN AND DISPOSE OF COLLECTED SEDIMENT IN LEGAL AREA OUTSIDE OF FLOODPLAIN OR WETLAND AREAS.
7. PUMPING IS NOT EXPECTED TO BE NECESSARY FOR THIS PROJECT. SHOULD THE CONTRACTOR FEEL PUMPING IS BENEFICIAL, PRIOR APPROVAL WILL BE REQUIRED, AND PUMPING WILL BE PERFORMED AT THE CONTRACTORS EXPENSE. DIRTY WATER SHOULD BE DISCHARGED TO A DEWATERING DISCHARGE BASIN OR OTHER DEVICE APPROVED BY THE PROJECT ENGINEER.



RECONSTRUCTION OF J. & J. ROGERS PULP MILL DAM (AKA ROME DAM), 1936, SHOWING DEWATERED IMPOUNDMENT WITH STONE AND TIMBER CRIBS, TEMPORARY BRIDGE, AND FORMS FOR CONCRETE SPILLWAY. PHOTOGRAPHER UNKNOWN. COURTESY OF ROGERS FAMILY ARCHIVE.



MODELED FLOOD LEVEL INCREASES:

FLOW LEVEL	FLOOD SIZE (CFS)	ELEVATION OF WATER (FT) ABOVE SUMMER NORMAL FLOW LEVELS FOR DIFFERENT DEWATERING PHASES (SEE PLAN)		
		PHASE 1	PHASE 2	PHASE 3
SUMMER FLOOD	645	3.2	2.4	2.3
2-YEAR FLOOD	4,190	9.4	8.6	8.2
10-YEAR FLOOD	7,500	11.8	11.0	10.6
100-YEAR FLOOD	11,900	14.3	13.6	13.2

FLOW LEVEL	FLOOD SIZE (CFS)	DISTANCE (FT) ABOVE OR BELOW (-) SPILLWAY CREST		
		PHASE 1	PHASE 2	PHASE 3
SUMMER FLOOD	645	-2.8	-3.9	-4.0
2-YEAR FLOOD	4,190	3.5	2.2	1.9
10-YEAR FLOOD	7,500	5.9	4.7	4.3
100-YEAR FLOOD	11,900	8.4	7.2	6.9

STEP 3: DEWATERING TO MOVE FLOW TO RIVER LEFT (FACING DOWNSTREAM)
 3A. CLEAR OPENING OF ROUND PENSTOCK
 3B. REMOVE OUTLET WORKS

STEP 2: DEWATERING TO DIRECT FLOW AWAY FROM SEDIMENT CLEAN OUT AREA
 2A. REMOVE 15' WIDE x 4.5' DEEP NOTCH IN DAM, ALLOW IMPOUNDMENT TO LOWER THROUGH NOTCH OVERNIGHT
 2B. DEEPEN NOTCH BY 4.5', ALLOW IMPOUNDMENT TO LOWER OVERNIGHT, IF SEDIMENT MOVEMENT OBSERVED

STEP 1: INITIAL DEWATERING TO EXPOSE SEDIMENT AT DAM FOR ACCESS
 1A. POSITION EQUIPMENT ON STONE FILLED OUTLET WORKS
 1B. REMOVE 15' WIDE x 4' DEEP NOTCH IN DAM, ALLOW IMPOUNDMENT TO LOWER OVERNIGHT
 1C. DEEPEN NOTCH BY 4', ALLOW IMPOUNDMENT TO LOWER OVERNIGHT, IF SEDIMENT MOVEMENT OBSERVED

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DESCRIPTION	DATE	BY
PHOTO CAPTION UPDATE	3/19/2018	LAW

SITE PLAN - WATER CONTROL
ROME DAM (NY ID #219-1082) REMOVAL
 AUSABLE DRIVE
 JAY, NEW YORK

RKS	LAW	RKS
DESIGNED	DRAWN	CHECKED

1" = 20'

DATE: **MARCH 7, 2018**

PROJECT NO.: **5810-01**

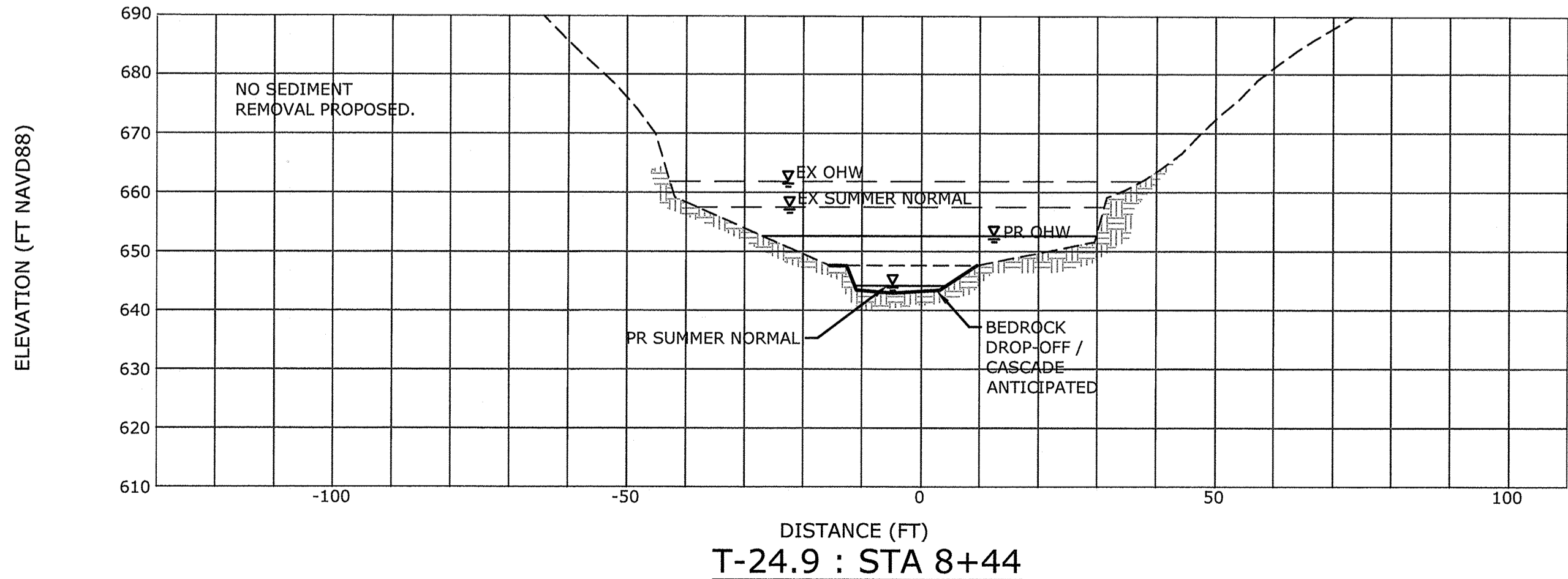
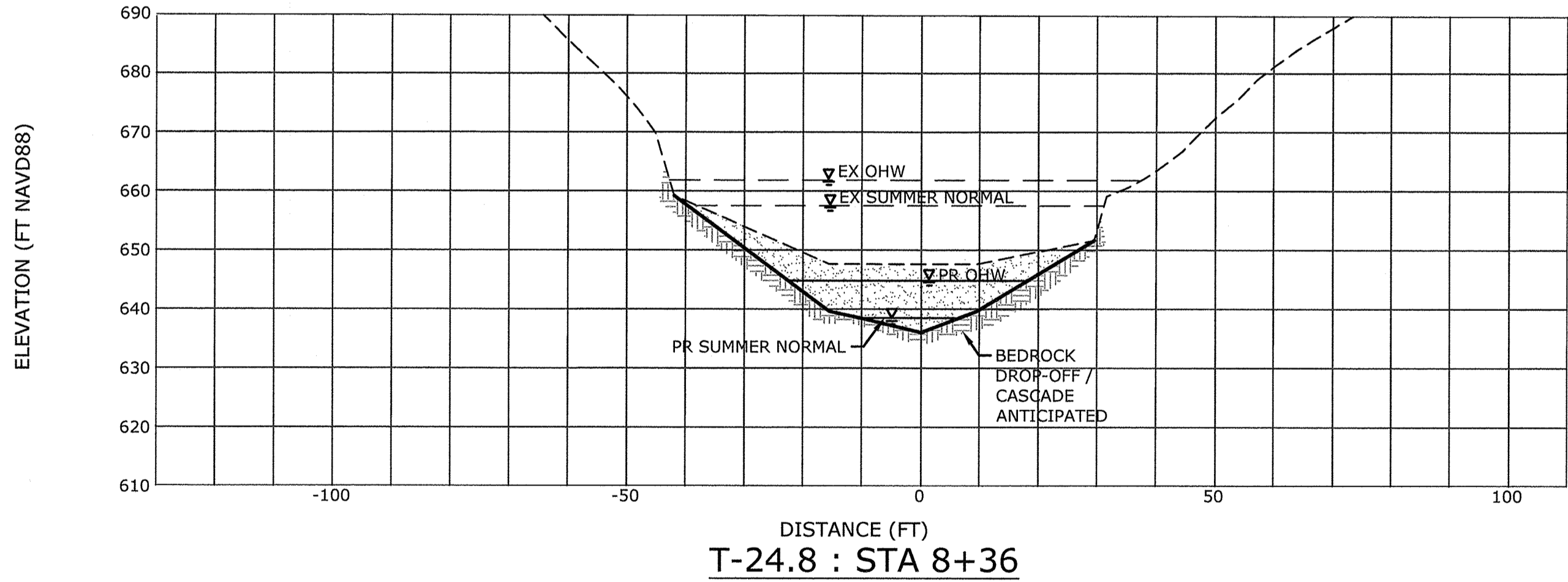
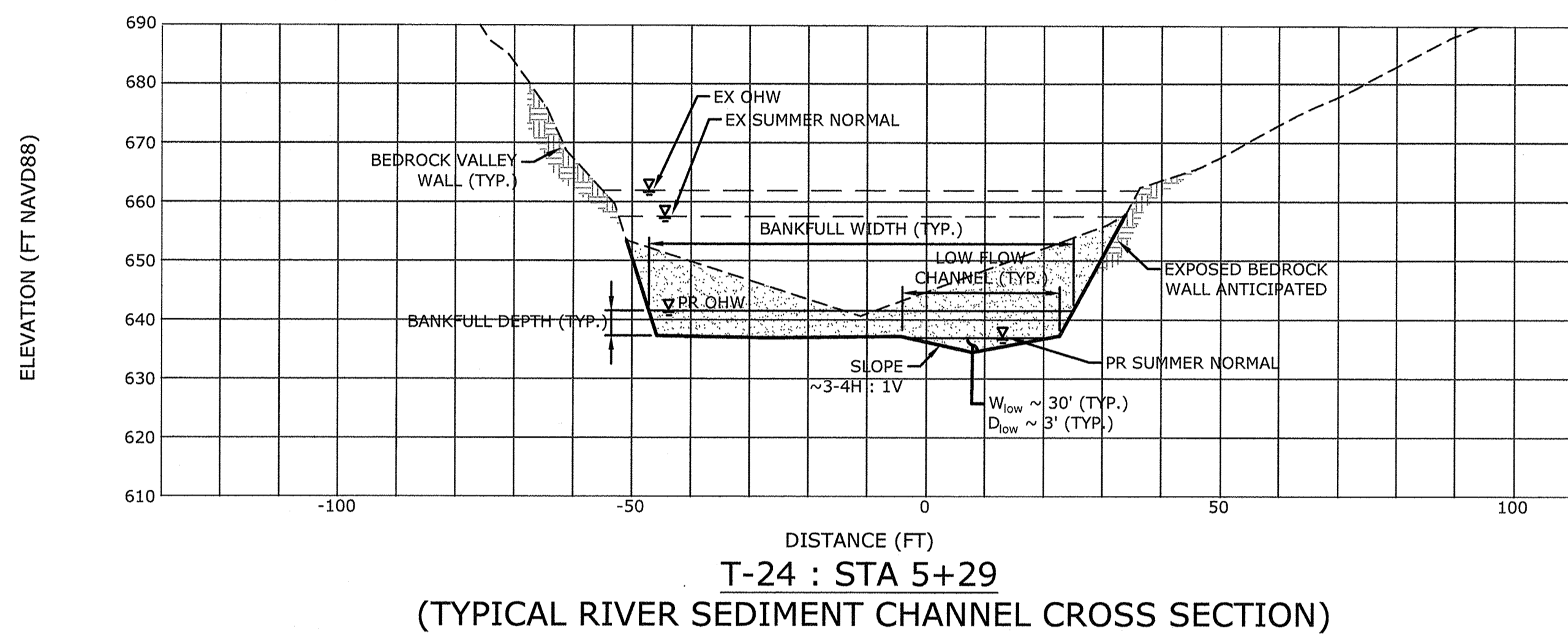
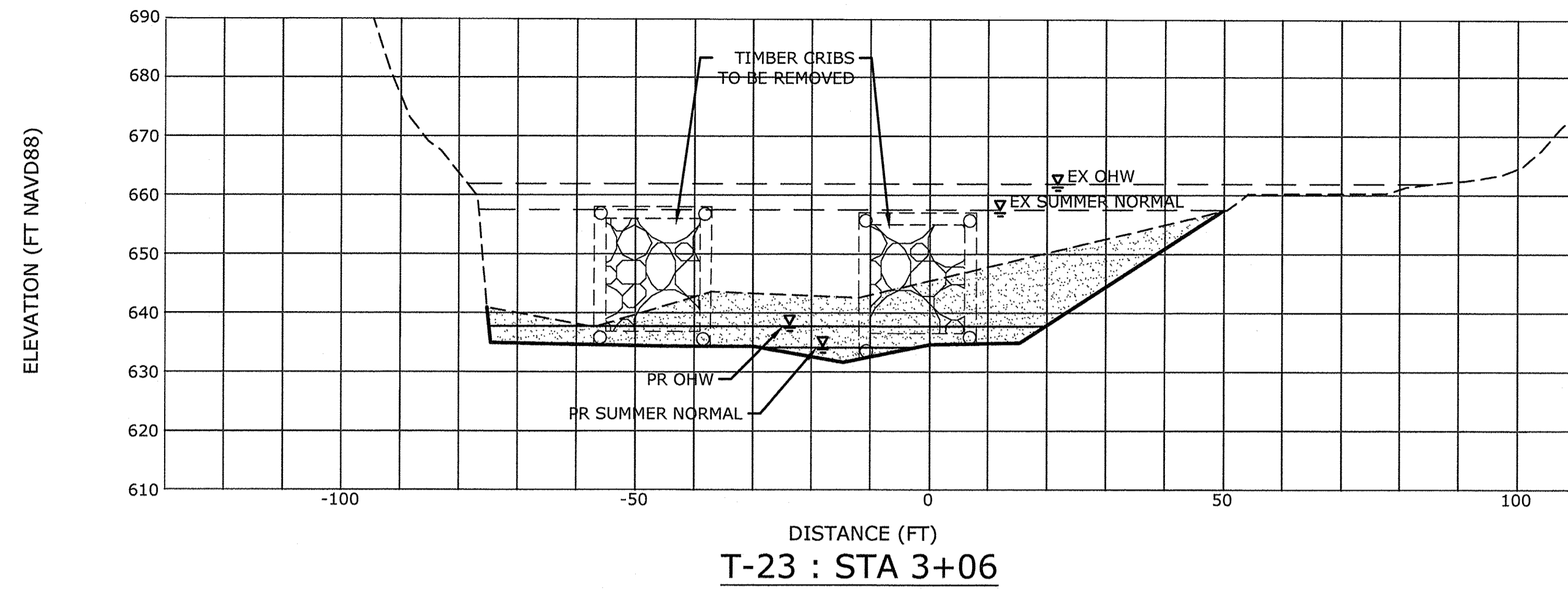
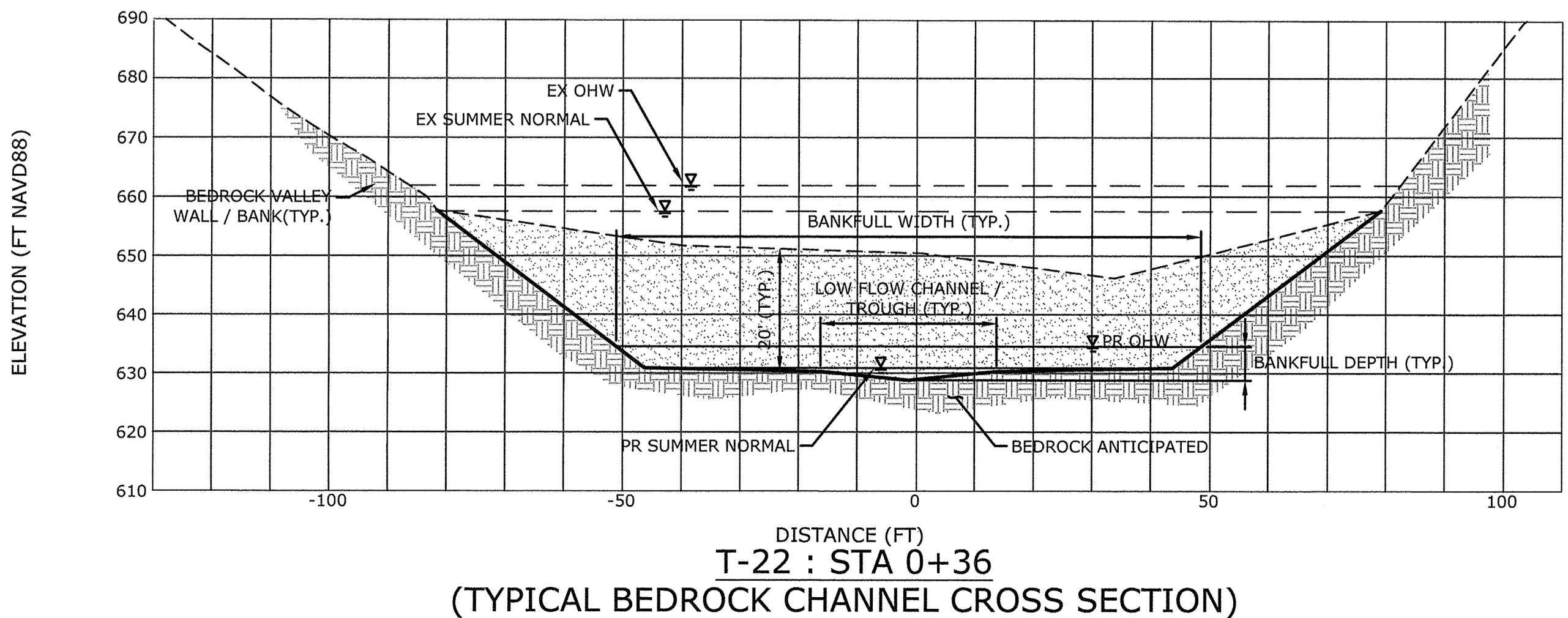
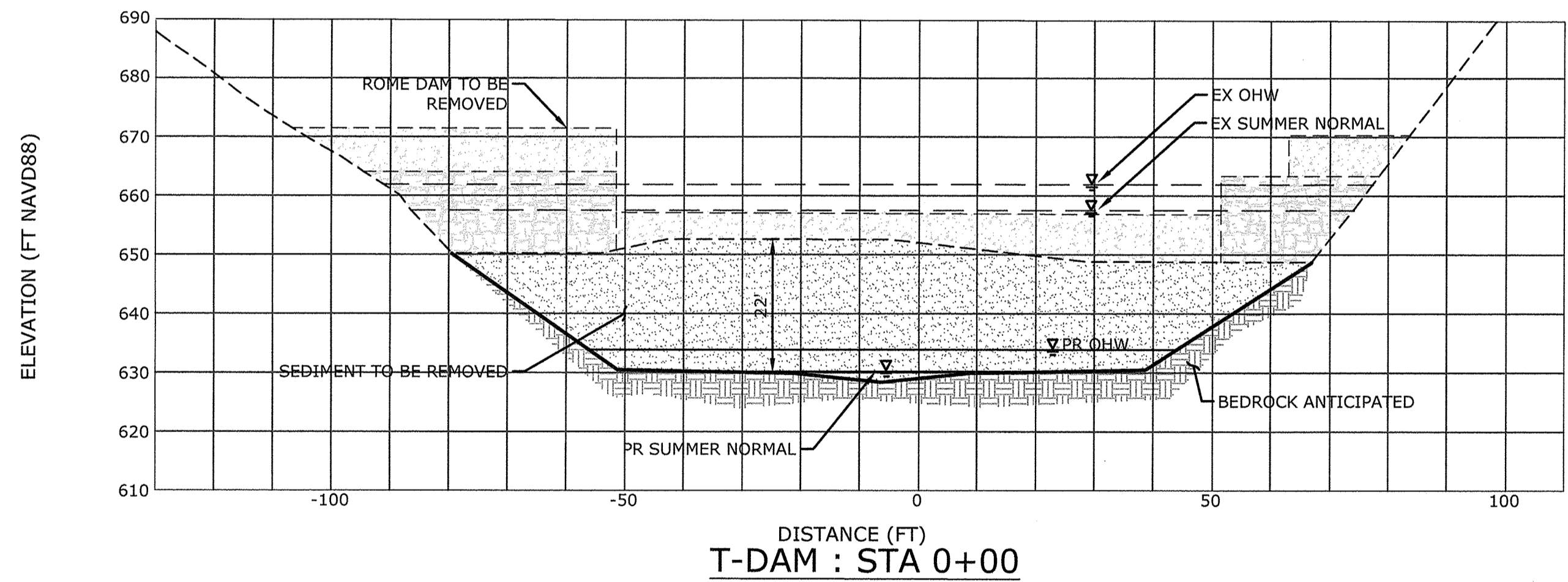
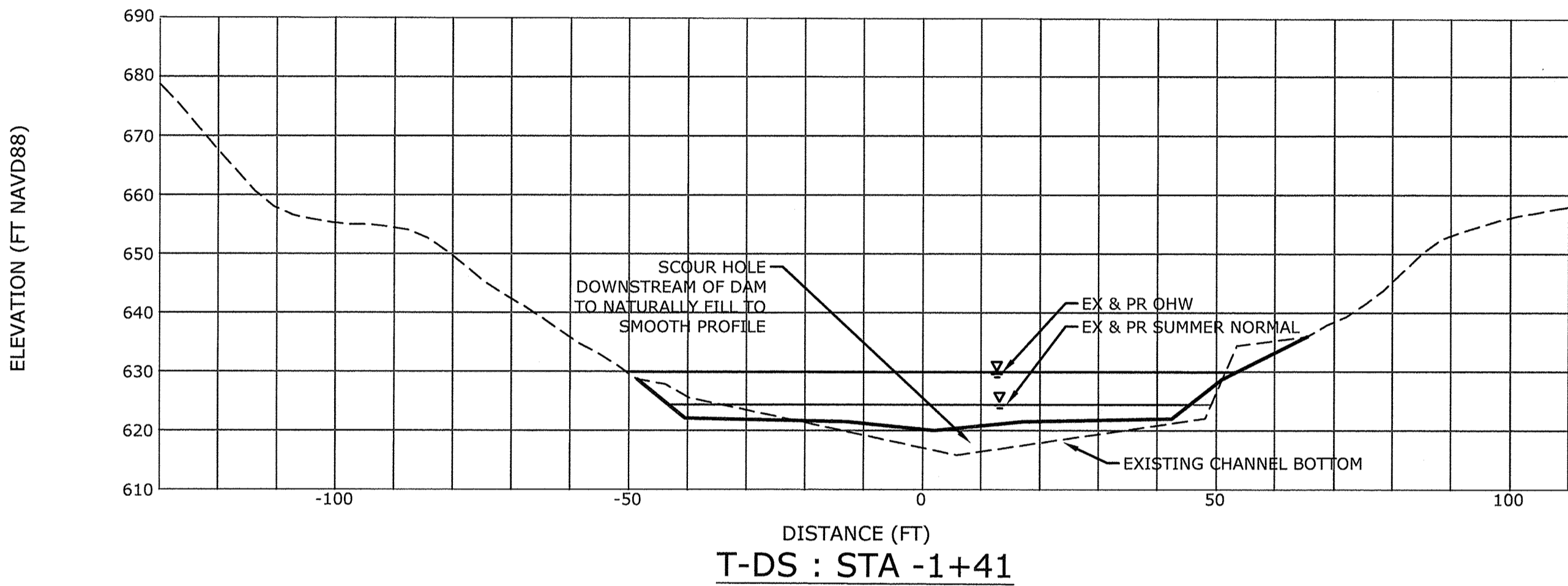
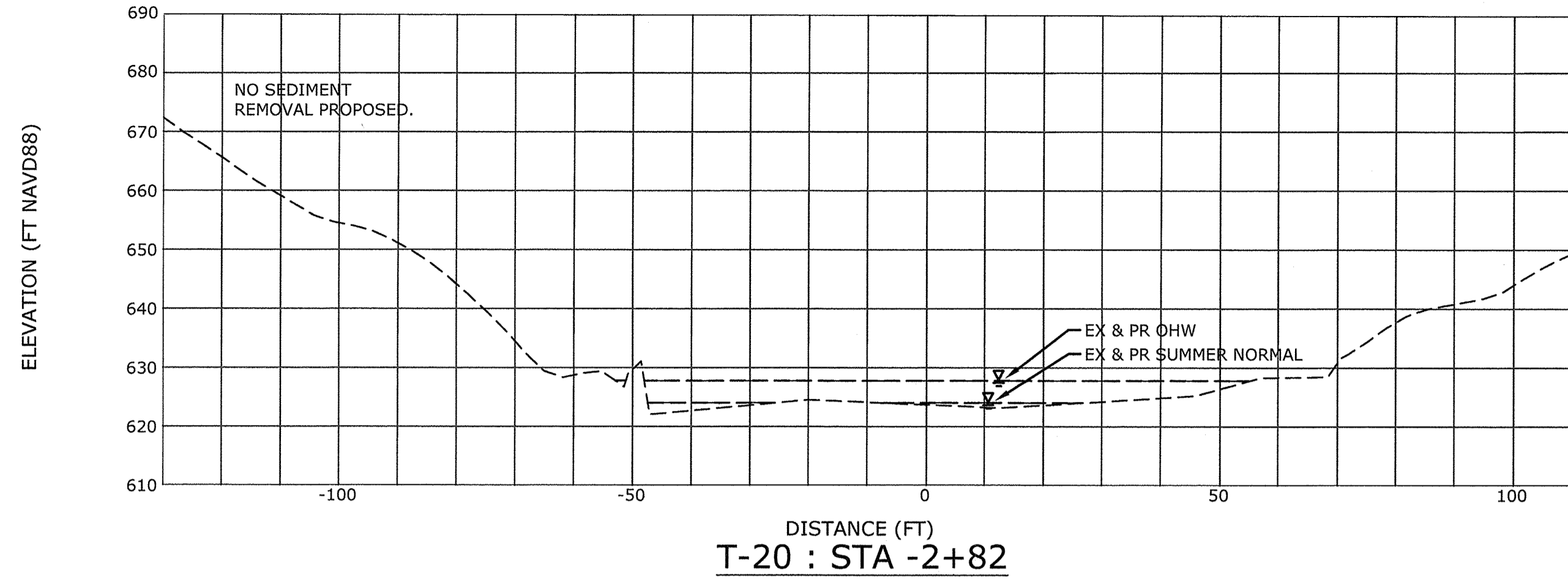
SHEET NO.: **7 OF 12**

SP-6

FINAL DESIGN (90%)

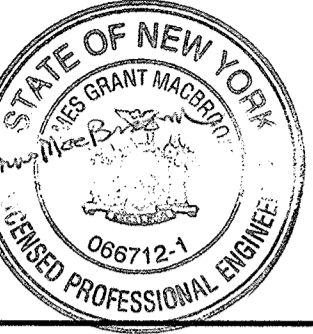
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ALL CROSS SECTIONS VIEWED LOOKING DOWNSTREAM



SECTION NOTES:

1. CROSS SECTIONS VIEWED LOOKING DOWNSTREAM.
2. PROPOSED CHANNEL TO BE CONSTRUCTED USING NATIVE CHANNEL BED MATERIAL, OR BE COMPOSED OF EXISTING BEDROCK.
3. CHANNEL TYPE (BEDROCK OR SEDIMENT) TO BE REFINED IN FIELD WITH PROJECT ENGINEER AFTER DEWATERING AND SEDIMENT REMOVAL.
4. **BEDROCK CHANNEL SECTIONS**
 - 4A. DO NOT ATTEMPT TO MATCH PROPOSED GRADING IN AREAS WHERE BEDROCK IS ENCOUNTERED.
 - 4B. BEDROCK NOT TO BE REMOVED.
 - 4C. LOW FLOW CHANNEL SET BY BEDROCK.
5. **RIVER SEDIMENT CHANNEL SECTIONS**
 - 5A. SET LOW FLOW CHANNEL WIDTH TO APPROXIMATELY 1/3 THE BANKFULL CHANNEL WIDTH.
 - 5B. SET LOW FLOW CHANNEL DEPTH TO APPROXIMATELY 1/3 THE BANKFULL CHANNEL DEPTH.
 - 5C. TYPICAL DIMENSIONS:
BANKFULL CHANNEL WIDTH: 60'-100';
BANKFULL CHANNEL DEPTH: 3'-7';
LOW FLOW CHANNEL WIDTH: 20'-30';
LOW FLOW CHANNEL DEPTH 1'-4'
 - 5D. ALIGNMENT OF THE LOW FLOW CHANNEL TO BE LOCATED IN THE FIELD DURING CONSTRUCTION BY THE PROJECT ENGINEER.



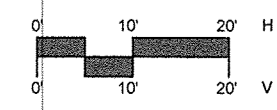
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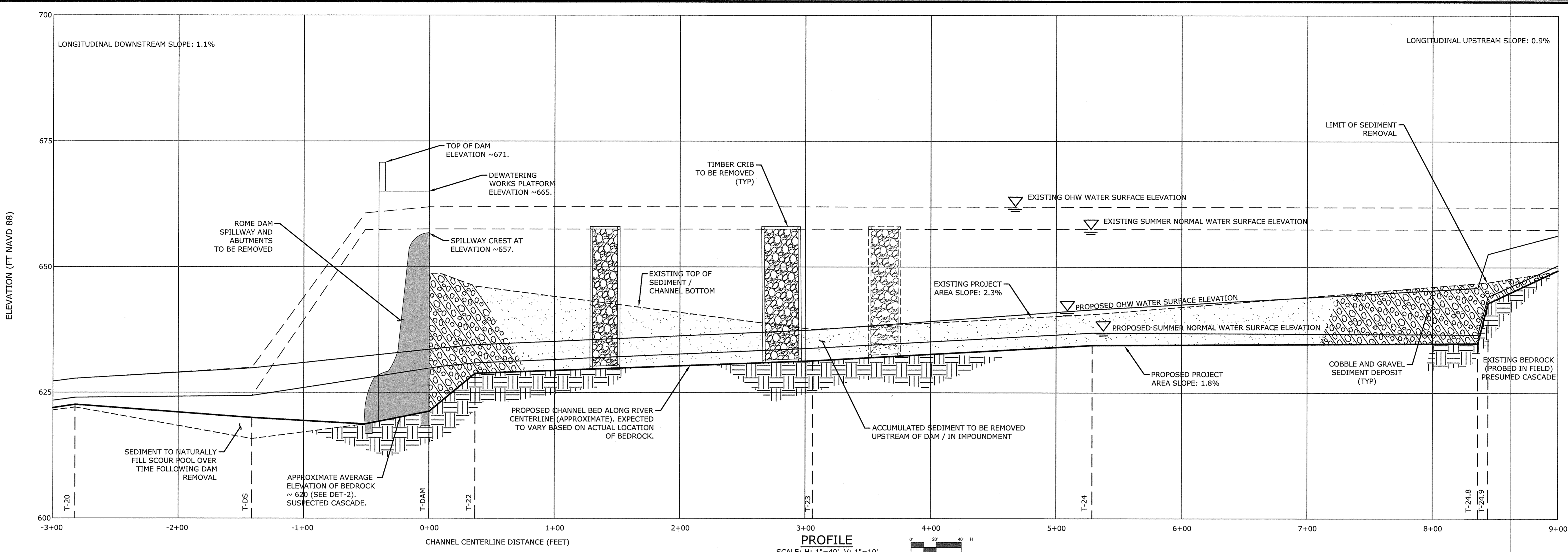
DESCRIPTION	DATE	BY

CROSS SECTIONS - WEST BRANCH AUSABLE RIVER
 ROME DAM (NY ID #219-1082) REMOVAL
 AUSABLE DRIVE
 JAY, NEW YORK

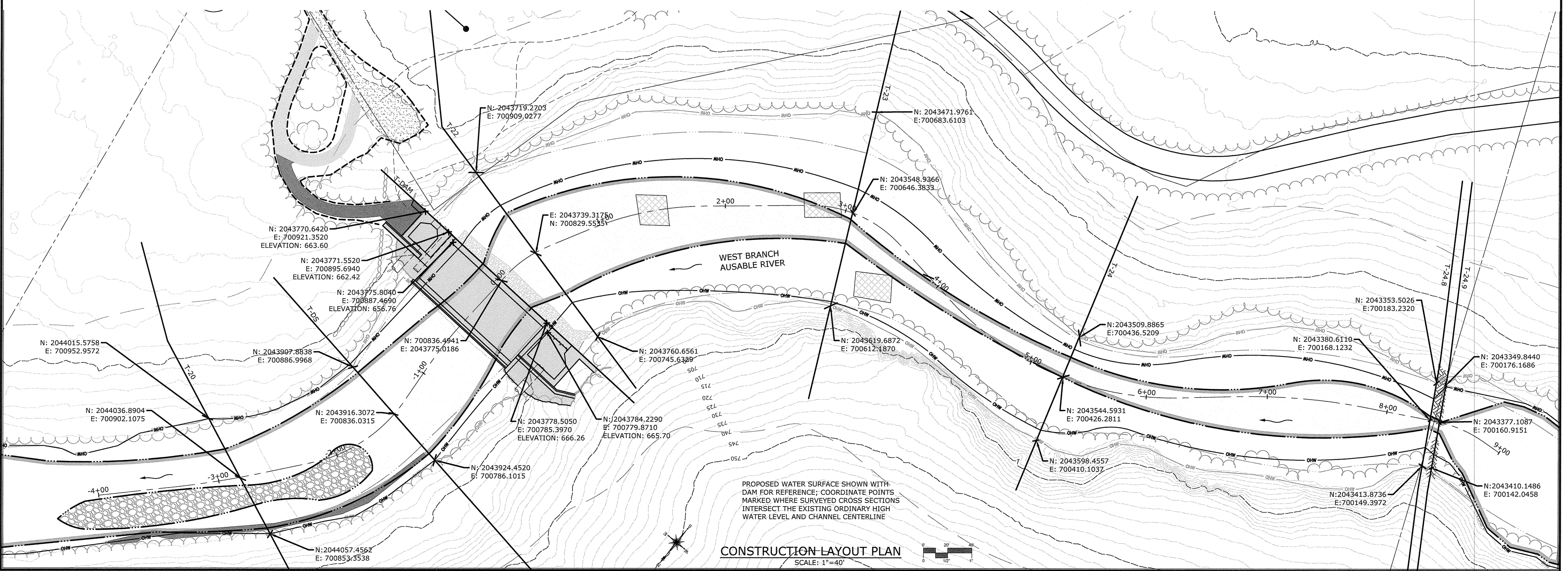
RKS DESIGNED	LAW DRAWN	RKS CHECKED
SCALE 1"=20' H 1"=20' V		
DATE MARCH 7, 2018		
PROJECT NO. 5810-01		
SHEET NO. 08 OF 12		

CS-1





PROFILE
SCALE: H: 1"=40', V: 1"=10'



CONSTRUCTION LAYOUT PLAN
SCALE: 1"=40'



MILONE & MACBROOM
1 South Main Street, 2nd Floor
Waterbury, Vermont 05676
(802) 882-8333
Fax: (802) 882-8346
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DESCRIPTION	DATE	BY

PROFILE / LAYOUT PLAN - WEST BRANCH AUSABLE RIVER

ROME DAM (NY ID #219-1082) REMOVAL

AUSABLE DRIVE
JAY, NEW YORK

FINAL DESIGN (90%)

RKS DESIGNED	LAW DRAWN	RKS CHECKED

SCALE: 1"=40' H
1"=10' V

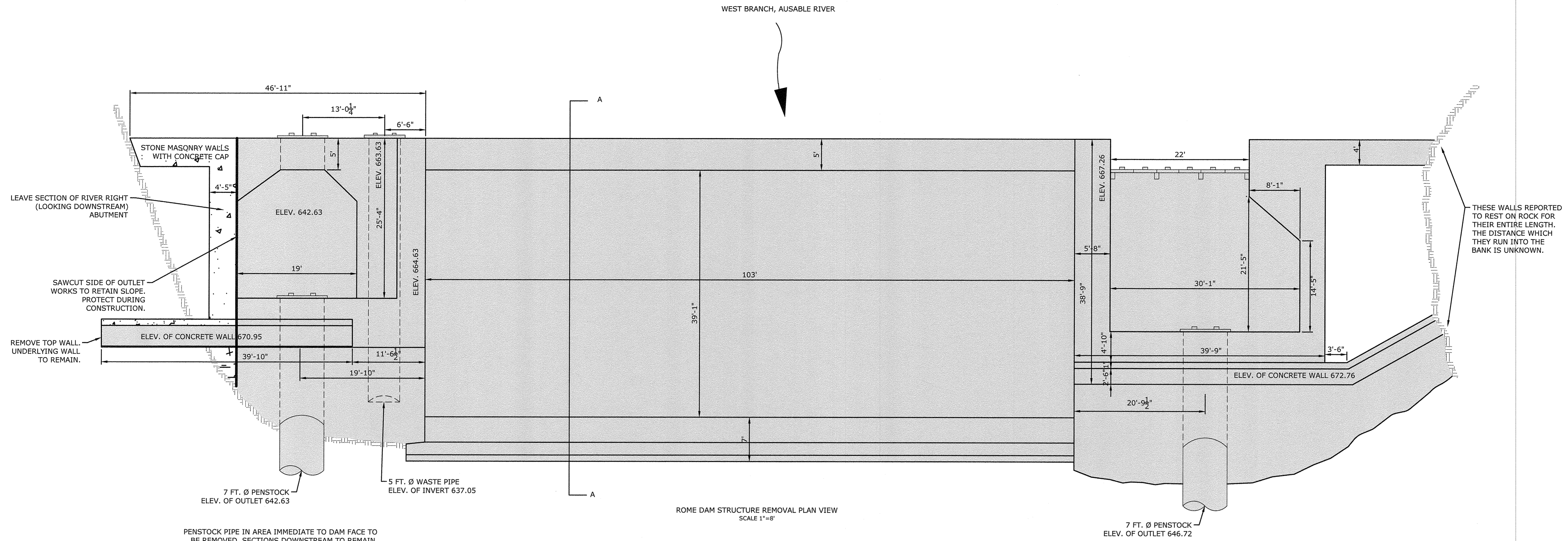
DATE: MARCH 7, 2018

PROJECT NO: 5810-01

SHEET NO: 09 OF 12

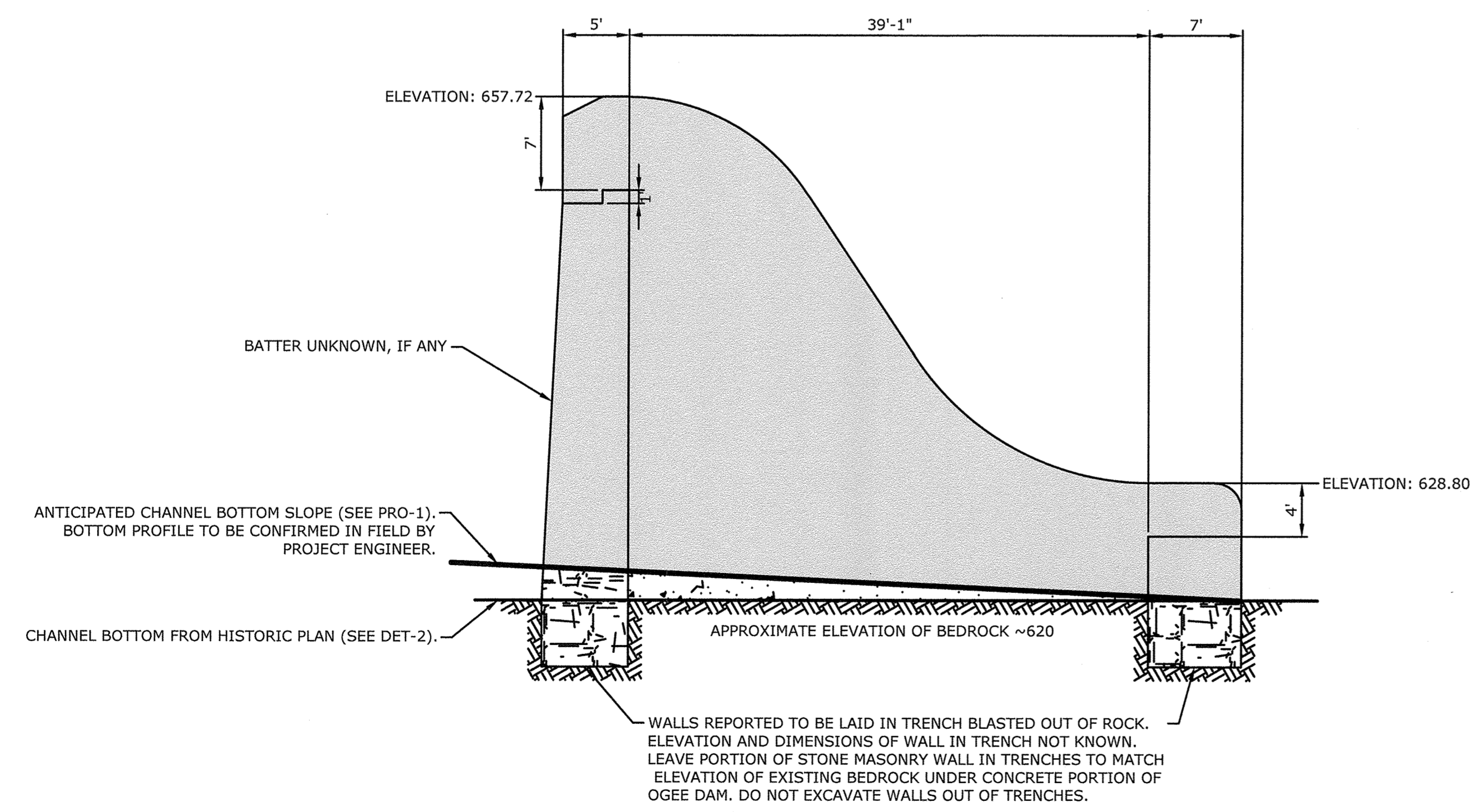
PRO-1

NOTES: - ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEW YORK STATE ENGINEERING PROFESSIONAL LAW AND REGULATIONS.



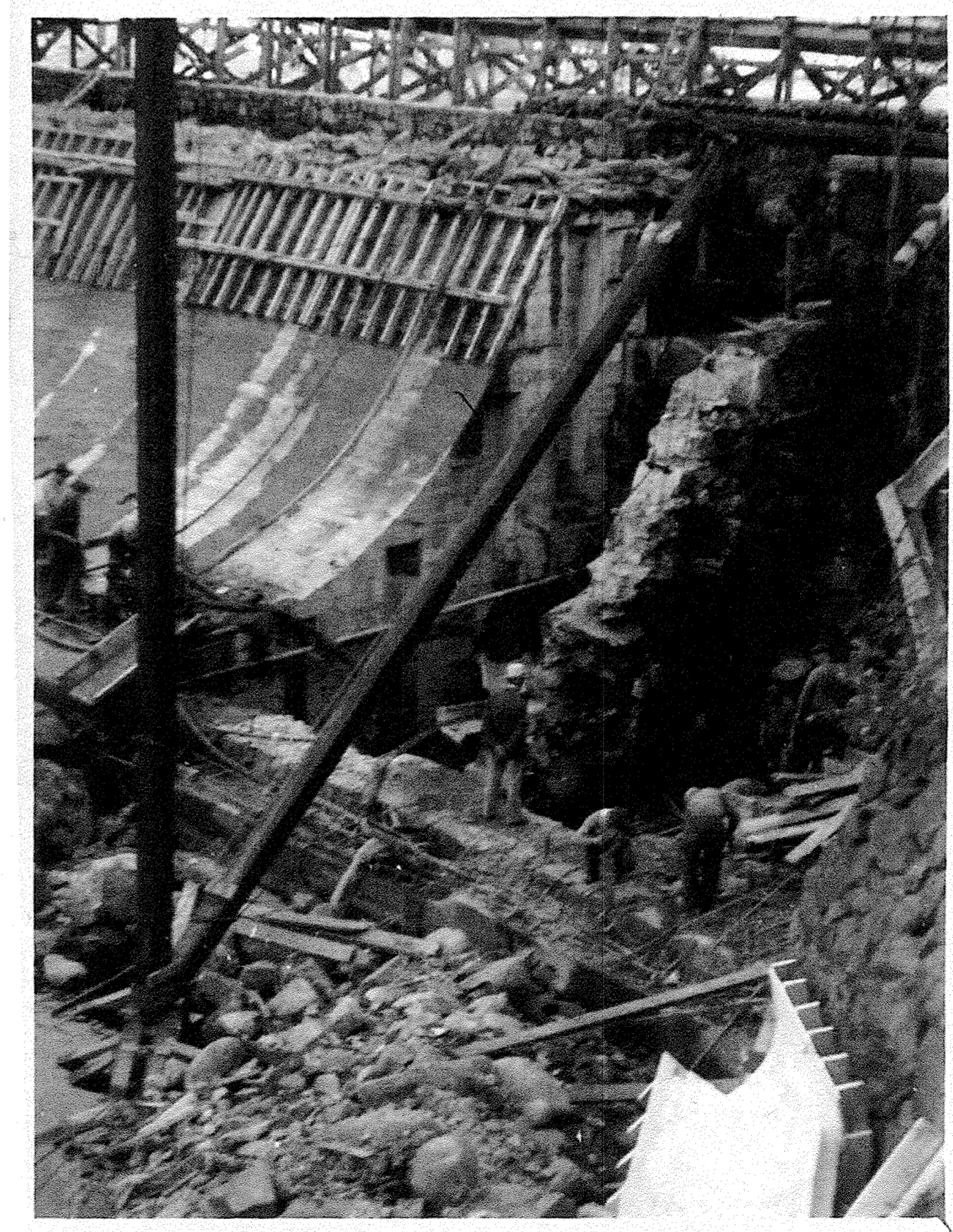
PENSTOCK PIPE IN AREA IMMEDIATE TO DAM FACE TO BE REMOVED. SECTIONS DOWNSTREAM TO REMAIN.

ROME DAM STRUCTURE REMOVAL PLAN VIEW
SCALE 1"=8"

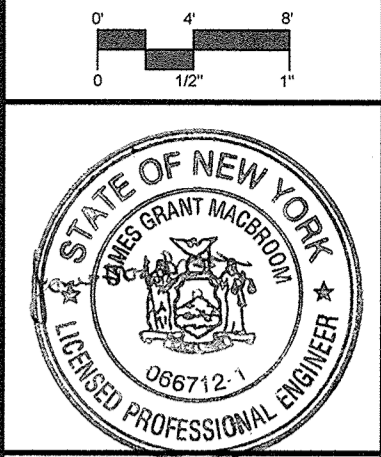


PROFILE VIEW SECTION A-A
SCALE 1"=8"

- STRUCTURE REMOVAL NOTES:**
1. NO BEDROCK REMOVAL ANTICIPATED.
 2. SEDIMENT AND DAM REMOVAL TO ESTABLISH UNIFORM PROFILE, EXCEPT AT BEDROCK FALLS.
 3. COMPLETION OF REMOVALS TO BE VERIFIED IN FIELD BY PROJECT ENGINEER.



RECONSTRUCTION OF J. & J. ROGERS PULP MILL DAM (AKA ROME DAM), 1936, SHOWING MASONRY BUTTRESS WALL FROM PRIOR (1893) DAM ON THIS SITE WITH JAMES ROGERS JR. INSPECTING PROGRESS. PHOTOGRAPHER UNKNOWN. COURTESY OF ROGERS FAMILY ARCHIVE.



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DESCRIPTION	DATE	BY
PHOTO CAPTION UPDATE	3/12/2018	LAW

REMOVALS
 ROME DAM (NY ID #219-1082) REMOVAL
 AUSABLE DRIVE
 JAY, NEW YORK

DESIGNED: RKS
 DRAWN: LAW
 CHECKED: RKS

SCALE: 1"=8"
 DATE: MARCH 7, 2018

PROJECT NO.: 5810-01
 SHEET NO.: 10 OF 12

FINAL DESIGN (90%)

REM-1

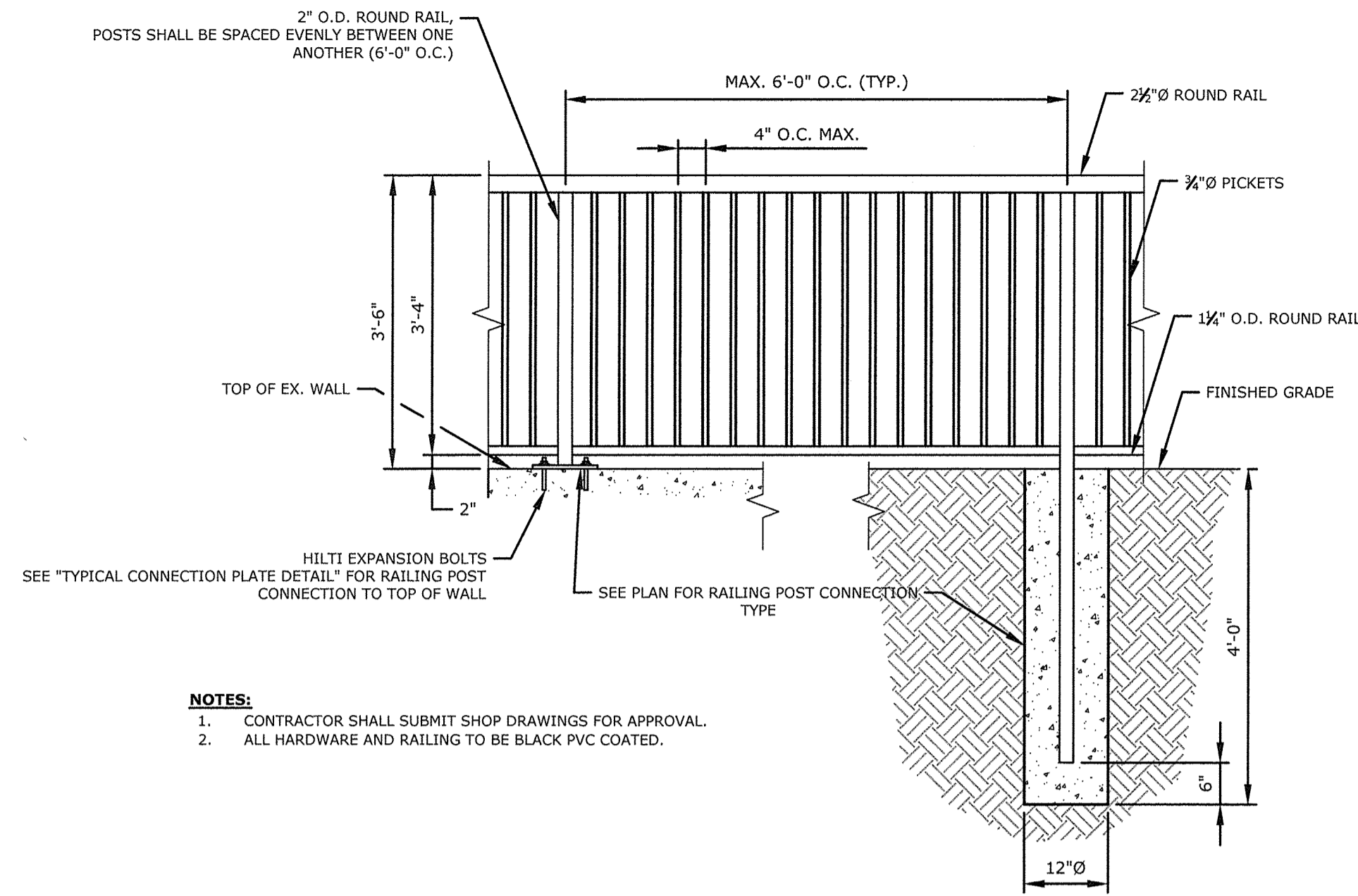
SHEET NAME

Copyright Milone & MacBroom, Inc. - 2017

EROSION CONTROL MAINTENANCE INTERVALS

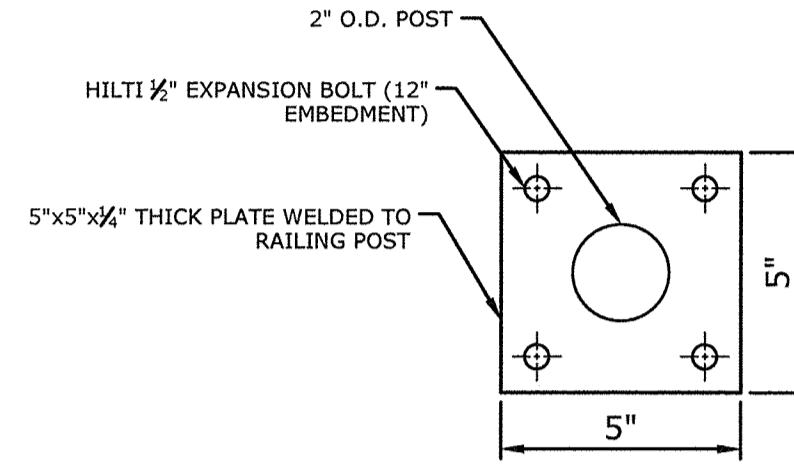
EROSION CONTROL MEASURE	CONTROL OBJECTIVE	INSPECTION/MAINTENANCE	FAILURE INDICATORS	REMOVAL
SILT FENCE	- INTERCEPT, AND REDIRECT/DETAIN SMALL AMOUNTS OF SEDIMENT FROM SMALL DISTURBED AREAS. - DECREASE VELOCITY OF SHEET FLOW. - PROTECT SENSITIVE SLOPES OR SOILS FROM EXCESSIVE WATER FLOW.	INSPECT AT LEAST ONCE A WEEK AND WITHIN 24 HOURS OF THE END OF A STORM WITH A RAINFALL OF 0.5 INCHES OR MORE. ACCUMULATED SEDIMENT MUST BE REMOVED ONCE ITS DEPTH IS EQUAL TO 1/2 THE TRENCH HEIGHT. INSPECT FREQUENTLY DURING PUMPING OPERATIONS IF USED FOR DEWATERING OPERATIONS.	- PHYSICAL DAMAGE OR DECOMPOSITION - EVIDENCE OF OVERTOPPED OR UNDERCUT FENCE - EVIDENCE OF SIGNIFICANT FLOWS EVADING CAPTURE - REPETITIVE FAILURE	SILT FENCE MAY BE REMOVED AFTER UPHILL AND SENSITIVE AREAS HAVE BEEN PERMANENTLY STABILIZED.
STABILIZED CONSTRUCTION ENTRANCE	- REDUCE THE TRACKING OF SEDIMENT OFF-SITE ONTO PAVED SURFACES.	INSPECT AT THE END OF EACH WORK DAY AND IMMEDIATELY REPAIR DAMAGES. PERIODIC ADDITION OF STONE, OR LENGTHENING OF ENTRANCE MAY BE REQUIRED AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PAVED SURFACES AS A RESULT OF INEFFICIENCY OF CONSTRUCTION ENTRANCE SHALL BE IMMEDIATELY REMOVED.	- SEDIMENT IN ROADWAY ADJACENT TO SITE	CONSTRUCTION ENTRANCE MAY BE REMOVED ONCE THE SITE HAS BEEN PERMANENTLY STABILIZED, AND ALL OTHER SECTIONS OF ROADWAY HAVE BEEN PERMANENTLY PAVED.
TURBIDITY CURTAIN	- TRAP FINE SEDIMENT IN WATERBODIES FROM REACHING DOWNSTREAM.	INSPECT DAILY AND REPAIR OR REPLACE IMMEDIATELY. IT IS NOT NORMALLY NECESSARY TO REMOVE SEDIMENT DEPOSITED BEHIND THE CURTAIN; BUT, WHEN NECESSARY, REMOVAL IS USUALLY DONE BY HAND PRIOR TO REMOVAL OF THE BARRIER. ALL REMOVED SILT IS STABILIZED AWAY FROM THE WATERBODY.	- PUNCTURES TO CURTAIN CAUSED BY DEBRIS - EXCESSIVE SEDIMENT DOWNSTREAM OF CURTAIN	ONCE INSTREAM WORK IS COMPLETED, BARRIER SHALL BE REMOVED BY CAREFULLY PULLING IT TOWARD THE RIVER BANK TO MINIMIZE THE RELEASE OF ATTACHED SEDIMENT.

(NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL, 2016)



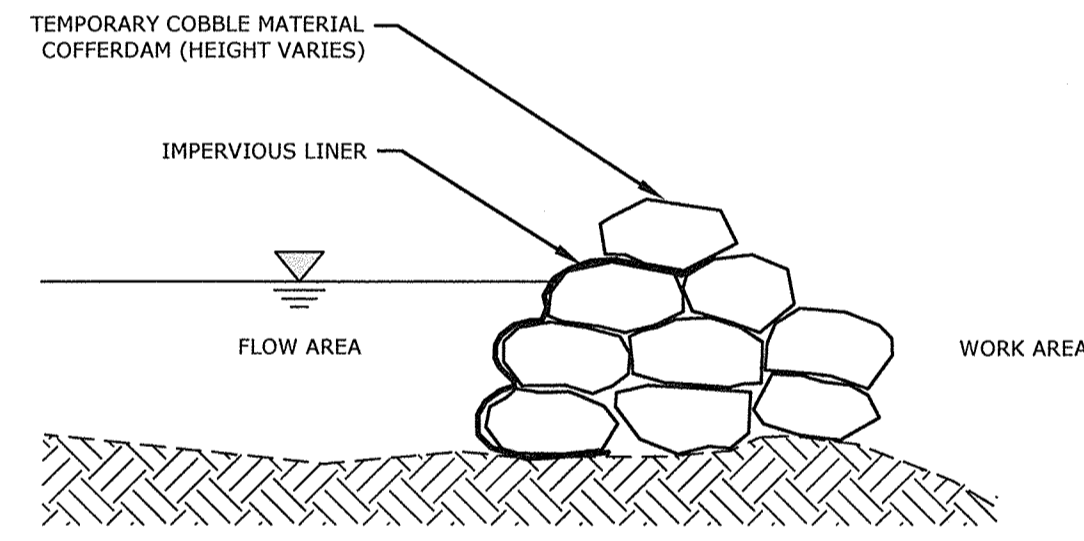
ORNAMENTAL METAL RAILING (42" HIGH)

NOT TO SCALE



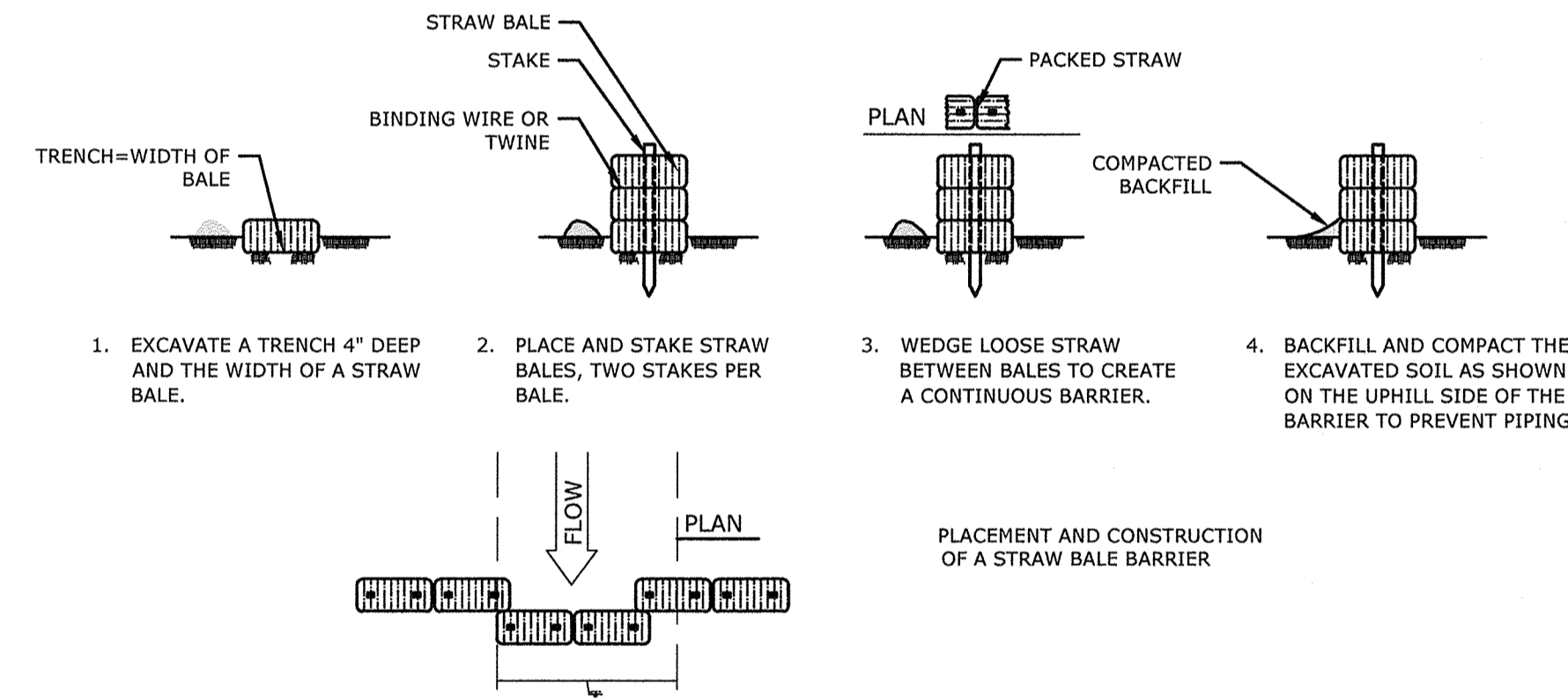
TYPICAL CONNECTION PLATE DETAIL

NOT TO SCALE



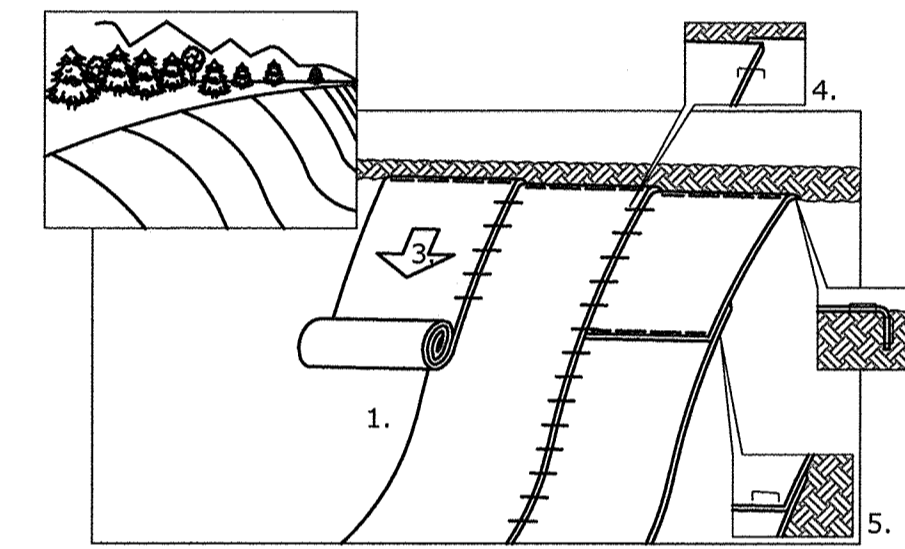
TEMPORARY COBBLE COFFERDAM

NOT TO SCALE



PLACEMENT & CONSTRUCTION OF A STRAW BALE BARRIER

NOT TO SCALE

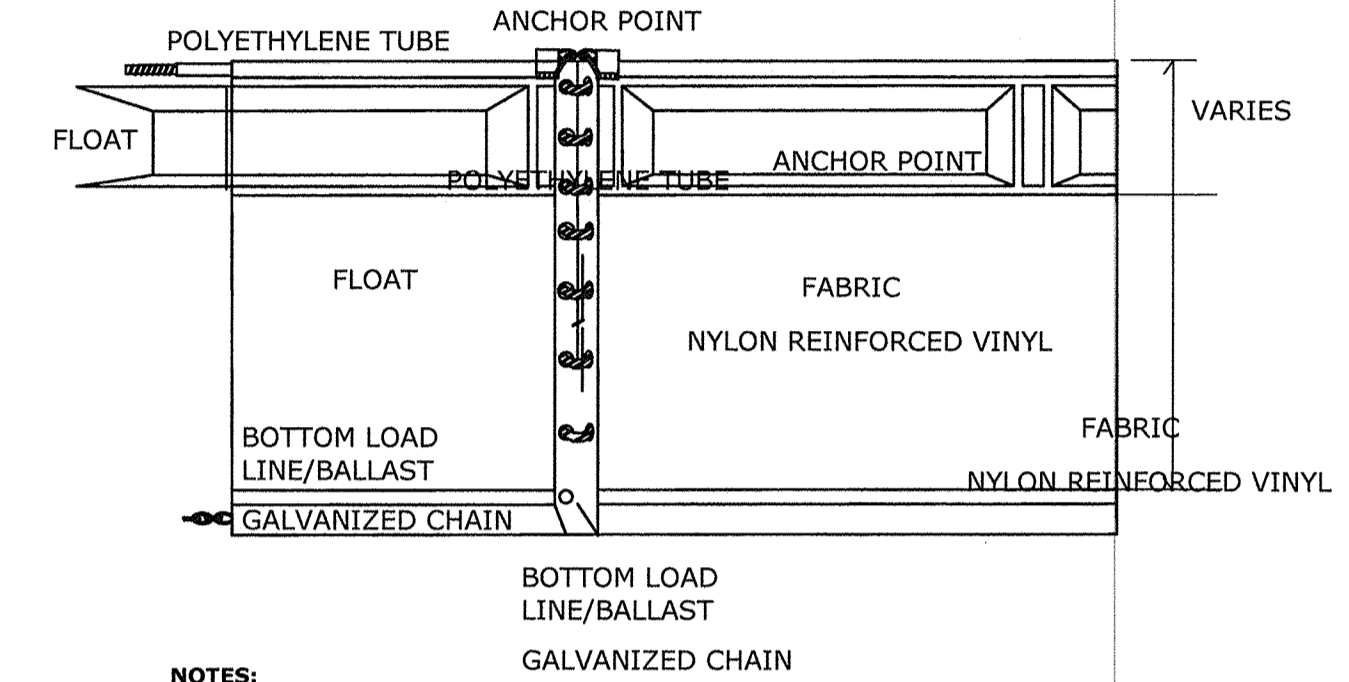


- PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING S150, DO NOT SEED PREPARED AREA. S150 MUST BE INSTALLED WITH PAPER SIDE DOWN.
- BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" DEEP BY 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
- ROLL THE BLANKETS DOWN THE SLOPE IN THE DIRECTION OF THE WATER FLOW.
- THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" OVERLAP.
- WHEN BLANKETS MUST BE SPICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 6" OVERLAP. STAPLE THROUGH OVERLAP AREA, APPROXIMATELY 12" APART.

REFER TO GENERAL STAPLE PATTERN GUIDE IN NORTH AMERICAN GREEN CATALOG FOR CORRECT STAPLE PATTERN RECOMMENDATIONS FOR SLOPE INSTALLATIONS.

APPLICATION OF EROSION CONTROL BLANKET ON SLOPES

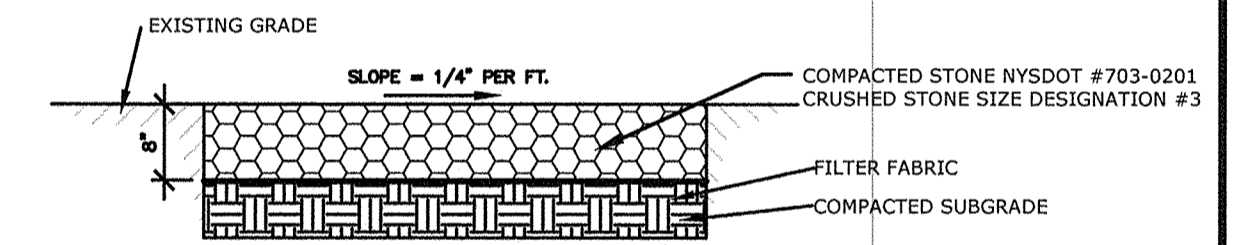
NOT TO SCALE



- HEIGHT OF THE CURTAIN SHALL BE 20% GREATER THAN THE DEPTH OF WATER TO ALLOW FOR WATER LEVEL FLUCTUATIONS.
- TURBIDITY CURTAIN IS EXPECTED TO FOLD AND BUNCH IN THE WATER COLUMN.
- ALTERNATIVES MAY BE APPROVED BY THE PROJECT ENGINEER.

TURBIDITY CURTAIN

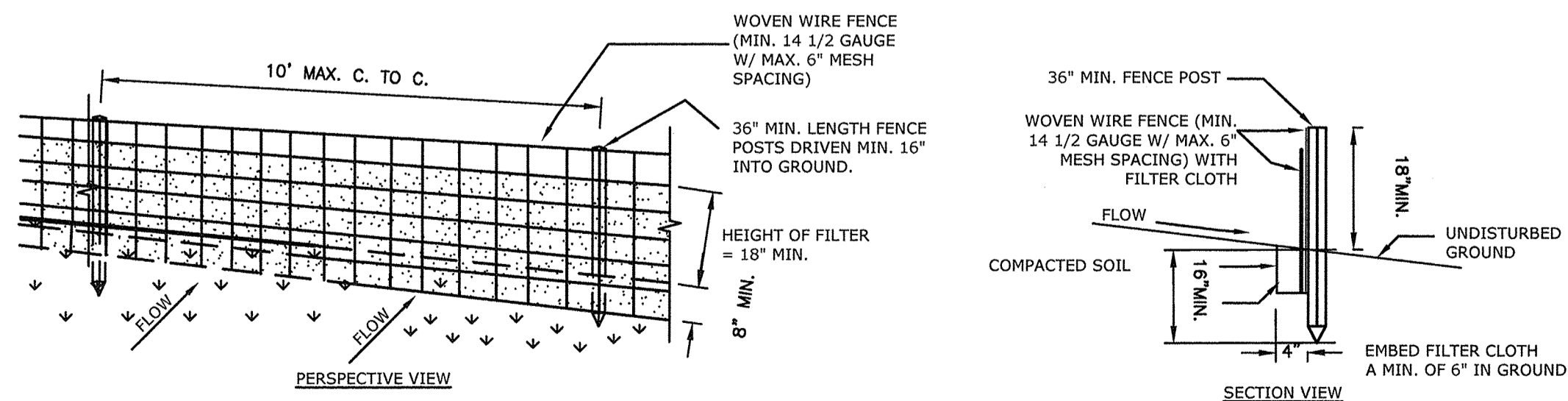
NOT TO SCALE



- CRUSHED STONE #3 TO BE REMOVED UPON COMPLETION OF CONSTRUCTION, AND REPLACED WITH TOPSOIL. DISTURBED AREAS TO BE SEEDED AND MULCHED ACCORDING TO THE RESTORATION PLAN.

TEMPORARY CONSTRUCTION ACCESS ROAD

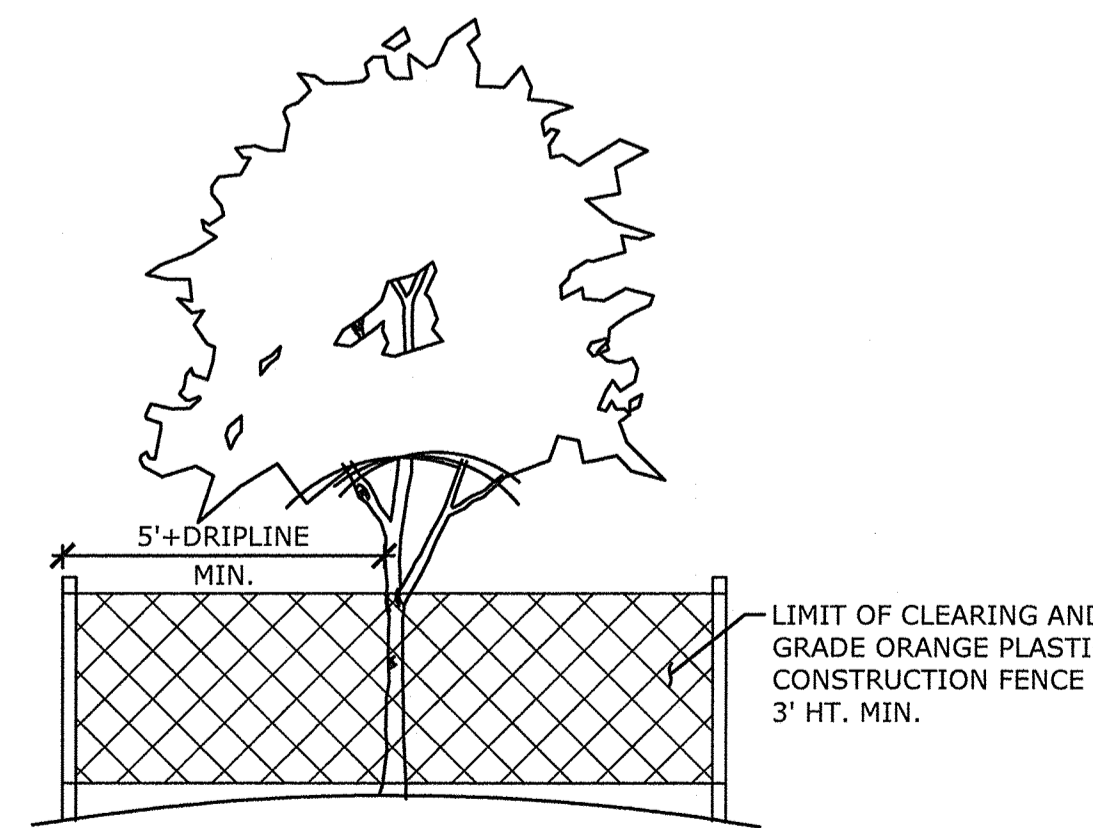
NOT TO SCALE



- WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES. POSTS SHALL BE STEEL EITHER "T" OR "U" TYPE OR HARDWOOD.
- FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION. FENCE SHALL BE WOVEN WIRE, 12 1/2 GAUGE, 6" MAXIMUM MESH OPENING.
- WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVER-LAPPED BY SIX INCHES AND FOLDED. FILTER CLOTH SHALL BE EITHER FILTER X, MIRAFI 100X, STABILINKA T140N, OR APPROVED EQUIVALENT.
- PREFABRICATED UNITS SHALL BE GEOFAB, ENVIROFENCE, OR APPROVED EQUIVALENT.
- MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

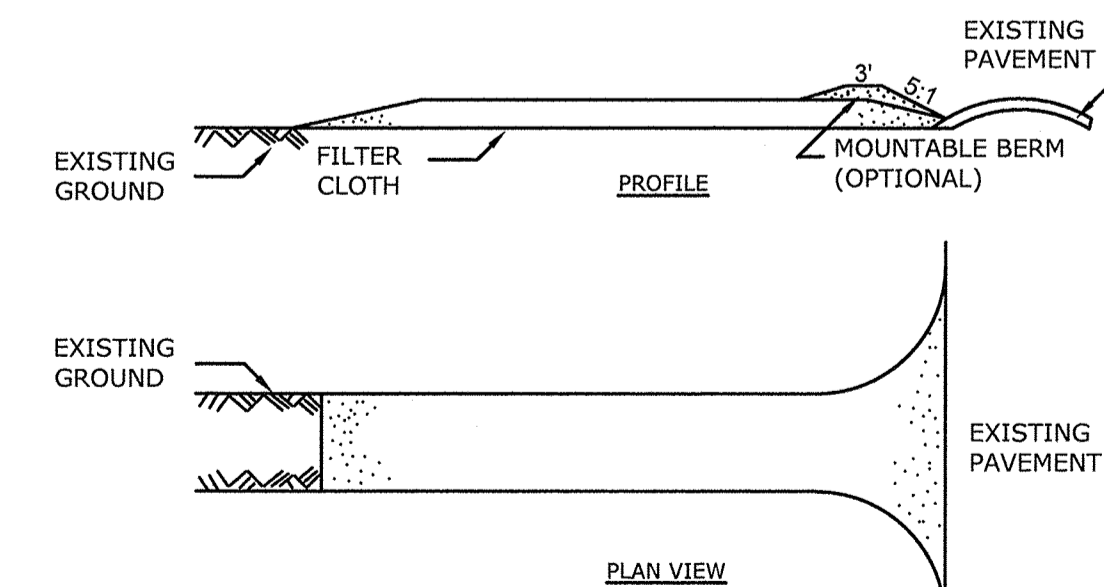
SEDIMENT FILTER FENCE

NOT TO SCALE



TREE PROTECTION DETAIL

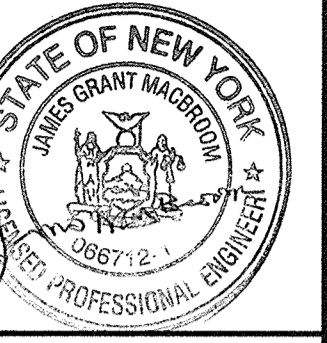
NOT TO SCALE



CONSTRUCTION ENTRANCE ANTI-TRACKING PAD

NOT TO SCALE

- STONE SIZE - USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
- LENGTH - NOT LESS THAN 50 FEET (EXCEPT ON A SINGLE RESIDENCE LOT WHERE A 30 FOOT MINIMUM LENGTH WOULD APPLY).
- THICKNESS - NOT LESS THAN SIX (6) INCHES.
- WIDTH - TWELVE (12) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS. TWENTY-FOUR (24) FOOT IF SINGLE ENTRANCE TO SITE.
- FILTER CLOTH - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
- SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
- MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACTED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
- WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON A AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
- PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.



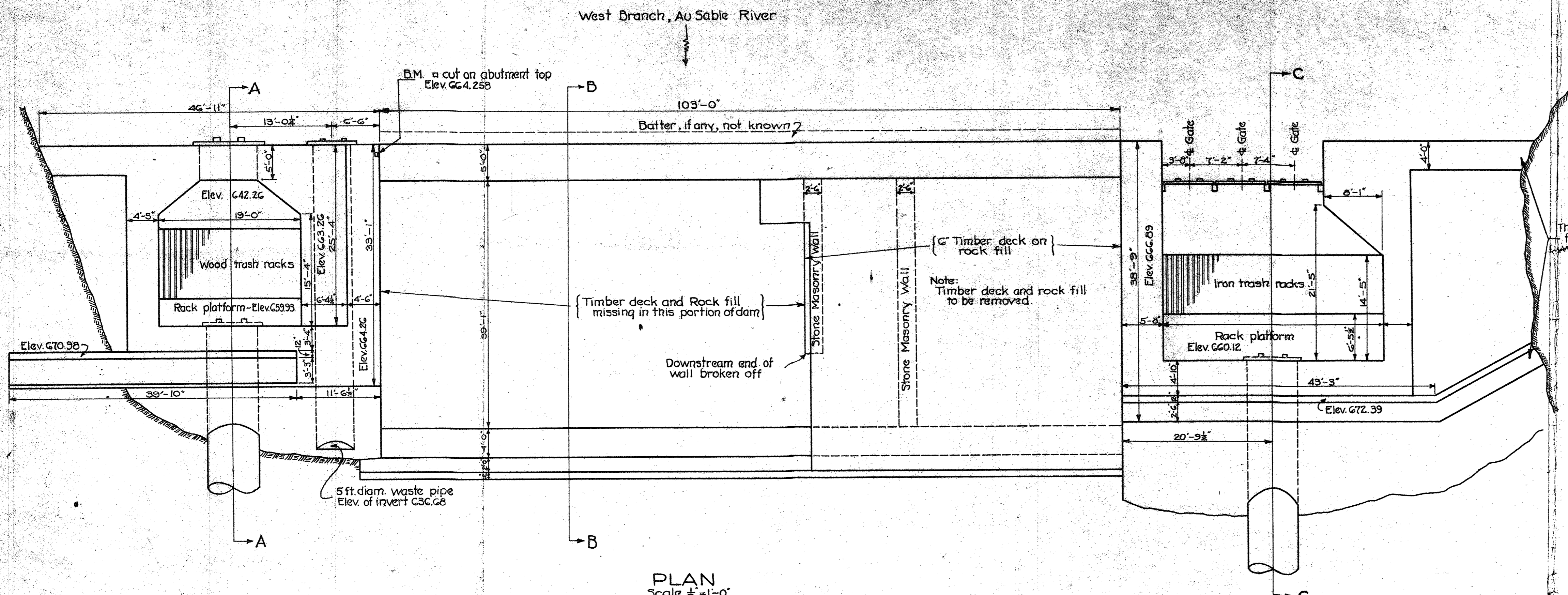
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DESCRIPTION	DATE	BY

FINAL DESIGN (90%)

RKS **ROME DAM (NY ID #219-1082) REMOVAL**
DESIGNED **LAW** **RKS**
CHECKED

VARIATIONS
MARCH 7, 2018
5810-01
11 OF 12
DET-1



PLAN
Scale $\frac{1}{8}$ " = 1'-0"

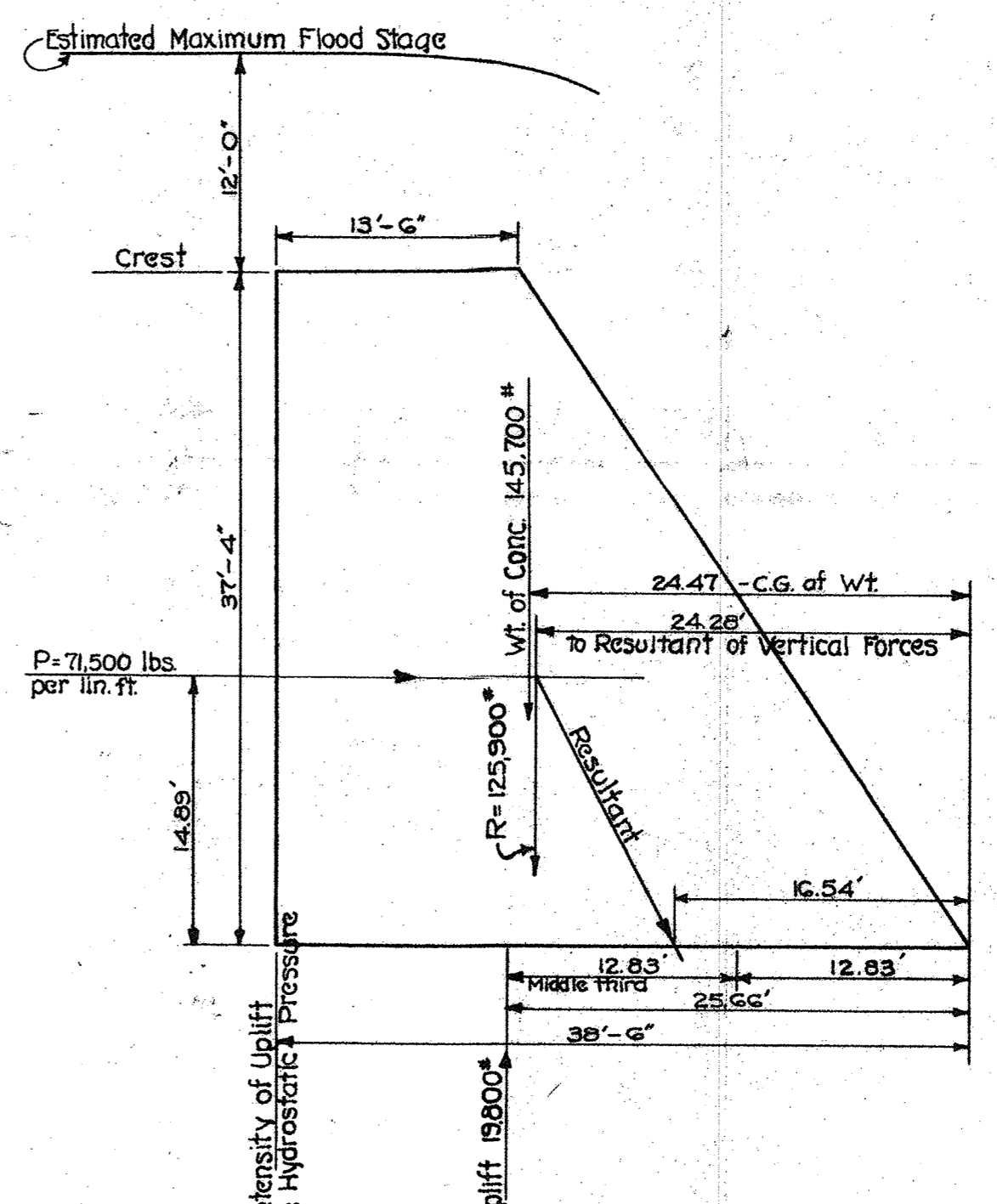
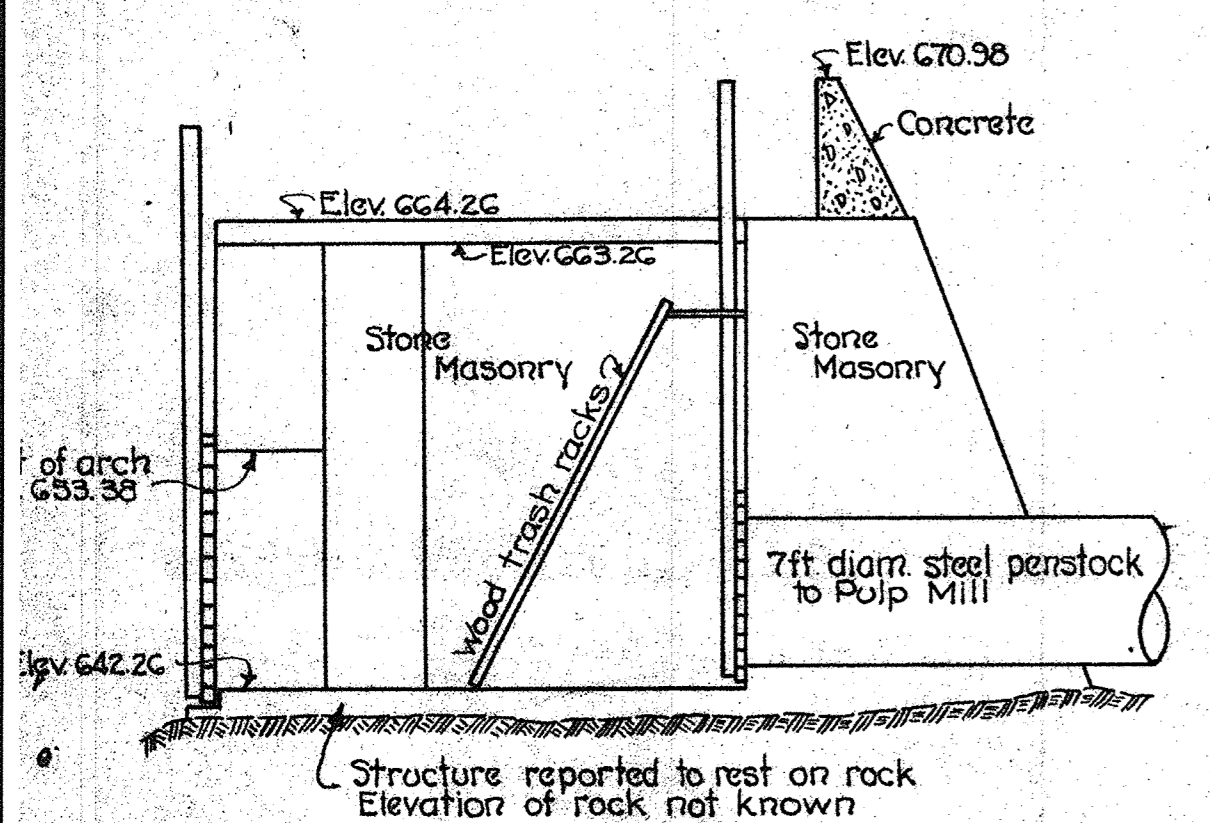
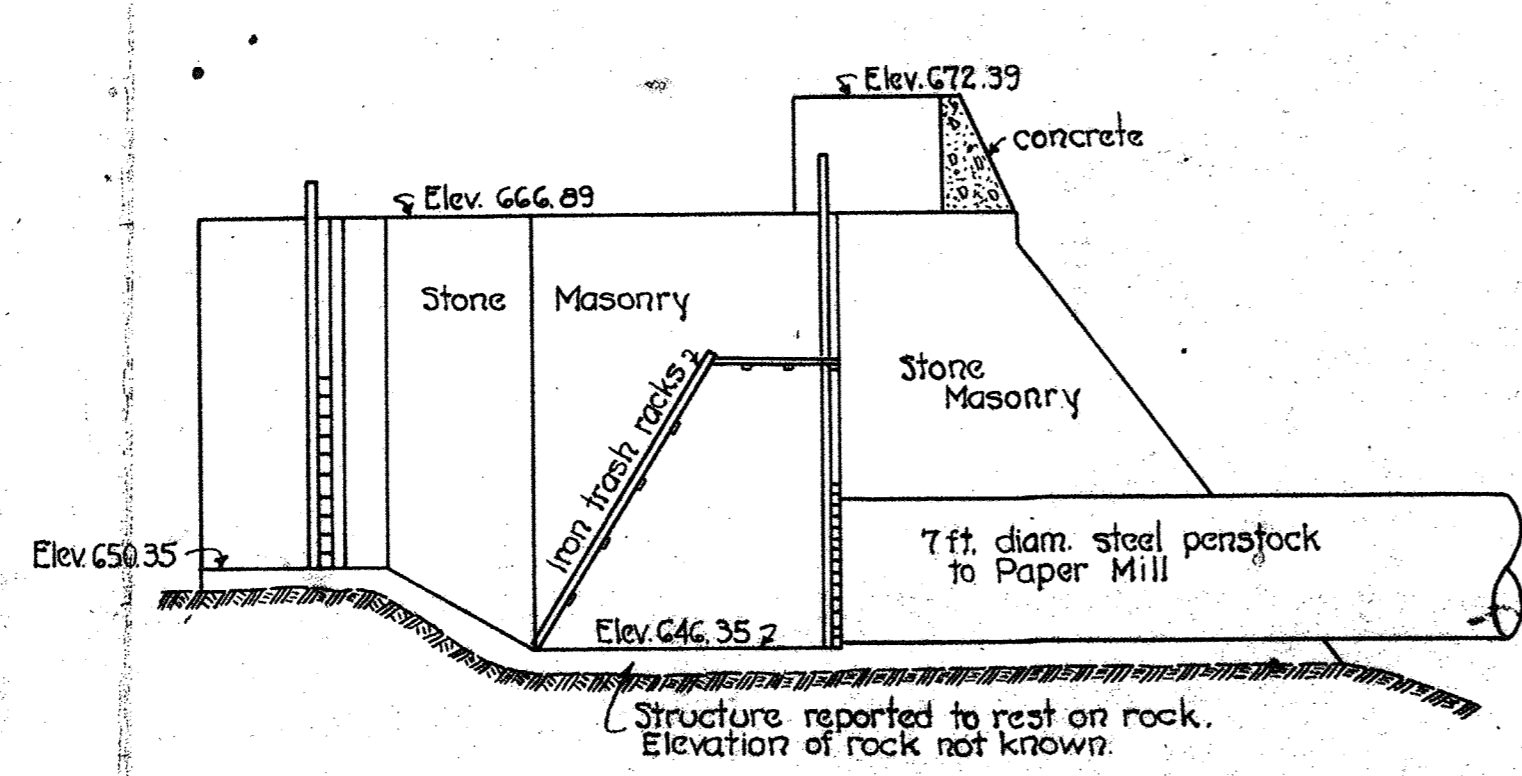


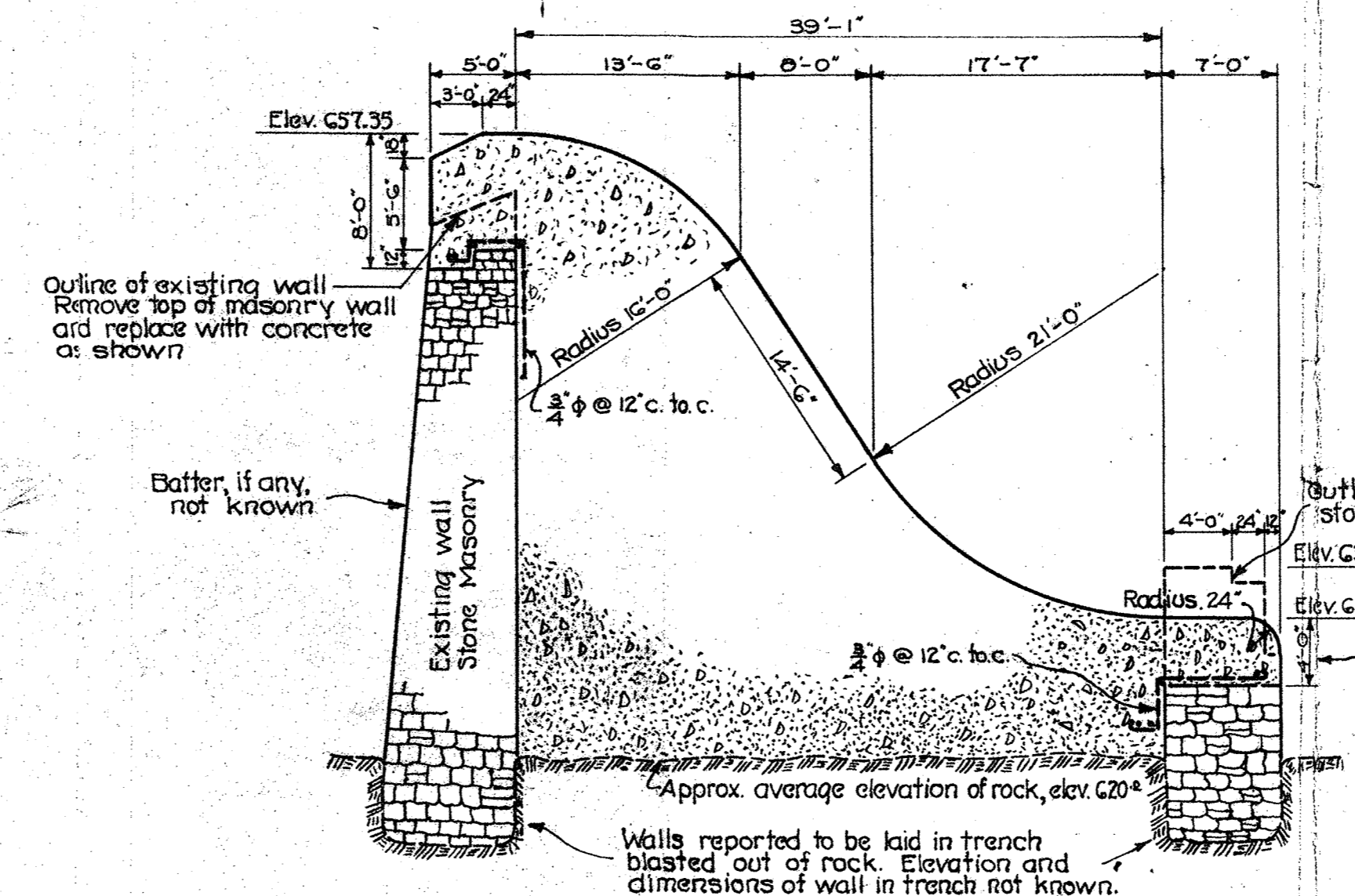
DIAGRAM OF FORCES - MAXIMUM SECTION
Scale $\frac{1}{8}$ " = 1'-0"



SECTION A-A
Scale $\frac{1}{8}$ " = 1'-0"



SECTION C-C
Scale $\frac{1}{8}$ " = 1'-0"



SECTION B-B
Scale $\frac{1}{8}$ " = 1'-0"

This method of construction to be used for the entire length of 103 ft. between abutments.

J. AND J. ROGERS CO.
AU SABLE FORKS, N.Y.
ROME DAM
WEST BRANCH, AU SABLE RIVER

Scales as shown
Date: July 3, 1936
Dr. by R.V.V.
Robert E. Horton
Consulting Engineer

SCAN OF 1936 DAM REPAIR PLAN (FOR INFORMATIONAL PURPOSES ONLY)

NOT TO SCALE

ELEVATIONS SHOWN ON PLAN REFERENCE FT NGVD29. TO CONVERT TO FT NAVD88: FT NAVD88 = FT NVGD29 + 0.374 FT



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DESCRIPTION	DATE	BY

DETAILS - HISTORICAL
ROME DAM (NY ID #219-1082) REMOVAL
AUSABLE DRIVE
JAY, NEW YORK

DESIGNED: _____ DRAWN: _____ CHECKED: _____
SCALE: _____
DATE: **MARCH 7, 2018**
PROJECT NO: **5810-01**
SHEET NO: **12 OF 12**

DET-2



NY RISING COMMUNITY RECONSTRUCTION PROGRAM PROJECT SIGN REQUIREMENTS

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.

ROME DAM INITIATIVE • TOWN OF JAY, NY

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



Governor's Office of
Storm Recovery



ESSEX COUNTY AND THE TOWN OF JAY

For more information on this project, please visit 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

